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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 838

23 June 1995

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY

MAIN AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, 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 3 July 1995 and for the period ending 31 May 1996 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) (b) of Division A and 1 (3) of Division B, shall be binding, with effect from 3 July 1995 and for the period ending 31 May 1996 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 Division A of the said Agreement.

T. T. MBOWENI,
Minister of Labour.

76356—A

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 838

23 Junie 1995

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNYPWERHEID

HOOFOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, 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 3 Julie 1995 en vir die tydperk wat op 31 Mei 1996 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) (b) van Afdeling A en 1 (3) van Afdeling B met ingang van 3 Julie 1995 en vir die tydperk wat op 31 Mei 1996 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 Afdeling A van genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

16466—1

See end of Agreement for Arrangement of Agreement and Index.

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

MAIN AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

South African Motor Industry Employers' Association
and the

South African Vehicle Builders' and Repairers' Association

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

National Union of Metalworkers of South Africa

Motor Industry Employees' Union of South Africa

and the

Motor Industry Staff Association

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

being the parties to the National Industries Council for the Motor Industry.

PREAMBLE

PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 (1) of the Act, and shall remain in operation for the period ending 31 May 1996 or for such period as may be determined by the Minister.

DIVISION A

DEFINITIONS AND PROVISIONS WHICH APPLY TO ALL ESTABLISHMENTS IN THE INDUSTRY

CLAUSE 1: SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Motor Industry—

(a) throughout the Republic of South Africa as it existed prior to the Proclamation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993);

(b) by the employers and the employees in the Motor Industry who are members of the employers' organisations and the trade unions, respectively.

(2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall apply to—

(a) apprentices only in so far as they are not inconsistent with the provisions of or any conditions fixed under the Manpower Training Act, 1981; and

(b) trainees undergoing training under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of or any conditions fixed under that Act.

(3) (a) The provisions of this Agreement on ordinary hours of work, overtime and Sunday work as set out in the Schedule to this subclause, shall not apply to managers and foremen who receive not less than—

(i) R1 038 per week if employed in any of Areas A;

(ii) R865 per week if employed in any of Areas B and C.

Sien einde van Ooreenkoms vir Indeling van Ooreenkoms en Indeks.

BYLAE

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTORNYWERHEID

HOOFOOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

South African Motor Industry Employers' Association
en die

South African Vehicle Builders' and Repairers' Association

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

National Union of Metalworkers of South Africa

Motor Industry Employees' Union of South Africa

en die

Motor Industry Staff Association

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

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

AANHEF

GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid ingevolge artikel 48 (1) van die Wet vasstel en bly van krag vir die tydperk wat op 31 Mei 1996 eindig of vir die tydperk wat die Minister bepaal.

AFDELING A

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

KLOUSULE 1: TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Motornywerheid nagekom word—

(a) oral in die Republiek van Suid-Afrika soos dit bestaan het onmiddellik voor die datum van inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993);

(b) deur die werkgewers en die werknemers in die Motornywerheid wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings.

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

(a) vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of voorwaardes wat daarkragtens gestel is nie; en

(b) kwekelinge wat opleiding ingevolge die Wet op Mannekragopleiding, 1981, ondergaan, slegs vir sover dit nie onbestaanbaar is met daardie Wet of voorwaardes wat daarkragtens gestel is nie.

(3) (a) Hierdie Ooreenkoms betreffende gewone werkure, oortydwerk en Sondagwerk wat in die Bylae van hierdie subklausule uiteengesit word, is nie van toepassing op bestuurders en voormanne wat minstens die volgende ontvang nie:

(i) R1 038 per week indien hulle in diens is in enigeen van Gebiede A;

(ii) R865 per week indien hulle in diens is in enigeen van Gebiede B en C.

(b) Employees earning in excess of R1 038 per week if employed in any of Areas A or R865 per week in Areas B and C shall not be required to work overtime other than on a voluntary basis, free from any form of intimidation.

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

CLAUSE 2: DEFINITIONS

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

(1) **“accessory shop”** means any establishment or part of an establishment wherein, whereon, or wherefrom are sold or offered for sale by wholesale or retail, any spare or replacement parts or accessories for the repair of or addition to any motor vehicle;

(2) **“Act”** means the Labour Relations Act, 1956 (Act No. 28 of 1956);

(3) **“Administrative Agreement”** means the Agreement published in terms of Government Notice No. R. 1599 of 16 September 1994 and any subsequent renewals thereof and/or amendments thereto;

(4) **“apprentice”** means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Manpower Training Act, 1981, and includes a minor employed on probation in terms of that Act;

(5) **“Area A (BR)”** means the Magisterial District of East London;

(6) **“Area B (BR)”** means the Magisterial Districts of Aliwal North, King William's Town and Queestown;

(7) **“Area C (BR)”** means the Magisterial Districts of Albert, Barkly East, Cathcart, Elliot, Fort Beaufort, Indwe, Komga, Lady Grey, Maclear, Molteno, Sterkstroom, Stockenström, Stutterheim, Tarka and Wodehouse;

(8) **“Area A (EP)”** means the municipal areas of Despatch, Port Elizabeth and Uitenhage;

(9) **“Area B (EP)”** means the municipal area of Grahamstown and the Magisterial Districts of Colesberg, Cradock, George, Graaf-Reinet, Humansdorp, Knysna, Middelburg (C.P.), Mossel Bay, Oudtshoorn, Port Elizabeth (excluding the municipal area of Port Elizabeth), Somerset East and Uitenhage (excluding the municipal area of Uitenhage);

(10) **“Area C (EP)”** means the Magisterial Districts of Aberdeen, Adelaide, Albany (excluding the municipal area of Grahamstown), Alexandria, Bathurst, Bedford, Calitzdorp, Hankey, Hanover, Hofmeyr, Jansenville, Joubertina, Kirkwood, Murraysburg, Noupoot, Pearston, Steynsburg, Steytlerville, Uniondale, Venterstad and Willowmore;

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

(b) Daar sal nie van werknemers wat meer as R1 038 per week verdien indien hulle werksaam is in enigeen van Gebiede A of R865 per week in enigeen van Gebiede B en C vereis word om oortyd te werk nie tensy dit op 'n vrywillige basis is, vry van enige vorm van intimidasie.

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

KLOUSULE 2: WOORDOMSKRYWING

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

(1) **“bybehorewinkel”** 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin, waarop of waaruit reserve- of vervangdele of bybehore vir die herstel van of vir byvoeging tot 'n motorvoertuig deur middel van die groothandel of die kleinhandel verkoop of vir verkoop aangebied word;

(2) **“Wet”** die Wet op Arbeidsverhoudinge, 1956 (Wet No. 28 van 1956);

(3) **“Administratiewe Ooreenkoms”** die Ooreenkoms gepubliseer ingevolge Goewermentskennisgewing No. R. 1599 van 16 September 1994 en enige daaropvolgende hernuwings en/of wysigings daarvan;

(4) **“vakleerling”** 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingkontrak wat geregistreer is of geag word geregistreer te wees ooreenkomstig die Wet op Mannekragopleiding, 1981, en ook 'n minderjarige wat ooreenkomstig daardie Wet op proef aangestel is;

(5) **“Gebied A (BR)”** die landdrosdistrik Oos-Londen;

(6) **“Gebied B (BR)”** die landdrosdistrikte Aliwal-Noord, King William's Town en Queenstown;

(7) **“Gebied C (BR)”** die landdrosdistrikte Albert, Barkly-Oos, Cathcart, Elliot, Fort Beaufort, Indwe, Komga, Lady Grey, Maclear, Molteno, Sterkstroom, Stockenström, Stutterheim, Tarka en Wodehouse;

(8) **“Gebied A (OP)”** die munisipale gebiede Despatch, Port Elizabeth en Uitenhage;

(9) **“Gebied B (OP)”** die munisipale gebied Grahamstad en die landdrosdistrikte Colesberg, Cradock, George, Graaf-Reinet, Humansdorp, Knysna, Middelburg (KP), Mosselbaai, Oudtshoorn, Port Elizabeth (uitgesonderd die munisipale gebied Port Elizabeth), Somerset-Oos en Uitenhage (uitgesonderd die munisipale gebied Uitenhage);

(10) **“Gebied C (OP)”** die landdrosdistrikte Aberdeen, Adelaide, Albany (uitgesonderd die munisipale gebied Grahamstad), Alexandria, Bathurst, Bedford, Calitzdorp, Hankey, Hanover, Hofmeyr, Jansenville, Joubertina, Kirkwood, Murraysburg, Noupoot, Pearston, Steynsburg, Steytlerville, Uniondale, Venterstad en Willowmore;

(11) **“Gebied A (NL)”** die landdrosdistrikte Chatsworth, Durban, Pietermaritzburg en Pinetown en die munisipale gebiede Ladysmith, Newcastle en Umhlanga Rocks;

(12) **"Area B (NL)"** means the Magisterial Districts of Camperdown, Inanda, Richmond (Natal), Lions River, Estcourt, Klip River, Dundee, Newcastle (excluding the municipal area of Newcastle), Vryheid, Lower Tugela, Glencoe, Dannhauser and Mooi River and the municipal area of Empangeni;

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

(14) **"Area A (OFS & NC)"** means the Magisterial District of Bloemfontein and the municipal areas of Kimberley, Sasolburg and Welkom;

(15) **"Area B (OFS & NC)"** means the municipal areas of Bethlehem, De Aar, Harrismith, Kroonstad, Kuruman, Mafikeng, Odendaalsrus, Parys, Prieska, Upington and Vryburg;

(16) **"Area C (OFS & NC)"** means the Province of the Orange Free State, excluding those districts and areas referred to in Area A (OFS & NC) and Area B (OFS & NC), and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown, Postmasburg, Prieska, Vryburg and Warrenton [but excluding those municipal areas included in Area A (OFS & NC) and area B (OFS & NC)];

(17) **"Area A (TVL)"** means the Magisterial Districts of Oberholzer, Randfontein and Westonaria and the municipal areas of Akasia, Alberton, Bedfordview, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Meyerton, Middelburg (Transvaal), Midrand, Nelspruit, Nigel, Pietersburg, Potchefstroom, Potgietersrus, Pretoria, Randburg, Roodepoort-Maraiburg, Rustenburg, Sandton, Springs, Vanderbijlpark, Vereeniging, Verwoerdburg and Witbank;

(18) **"Area C (TVL)"** means the Province of the Transvaal as it existed prior to the promulgation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), excluding those districts and areas referred to in Area A (TVL);

(19) **"Area A (WP)"** means the Magisterial Districts of Bellville, Goodwood, Kuils River, Simon's Town, The Cape and Wynberg, and the municipal areas of Paarl, Somerset West, Stellenbosch and Strand;

(20) **"Area B (WP)"** means the Magisterial Districts of Malmesbury, Paarl, Somerset West, Stellenbosch, Strand and Worcester, but excluding those municipal areas referred to in Area A (WP), and the municipal areas of Beaufort West, Bredasdorp, Caledon, Ceres, Montagu, Moorreesburg, Piketberg, Riversdal, Robertson, Swellendam and Wellington;

(21) **"Area C (WP)"** means the Magisterial Districts of Beaufort West, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (C.P.), Hermanus, Hopefield, Ladismith, Laingsburg, Namaqualand, Montagu, Moorreesburg, Piketberg, Prince Alfred, Riversdale, Robertson, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington and Williston, but excluding those municipal areas referred to in Area B (WP);

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

(12) **"Gebied B (NL)"** die landdrosdistrikte Camperdown, Inanda, Richmond (Natal), Lionsrivier, Estcourt, Kliprivier, Dundee, Newcastle (uitgesonderd die munisipale gebied Newcastle), Vryheid, Lower Tugela, Glencoe, Dannhauser en Mooirivier en die munisipale gebied Empangeni;

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

(14) **"Gebied A (OVS & NK)"** die landdrosdistrik Bloemfontein en die munisipale gebiede Kimberley, Sasolburg en Welkom;

(15) **"Gebied B (OVS & NK)"** die munisipale gebiede Bethlehem, De Aar, Harrismith, Kroonstad, Kuruman, Mafikeng, Odendaalsrus, Parys, Prieska, Upington en Vryburg;

(16) **"Gebied C (OVS & NK)"** die provinsie Oranje-Vrystaat, uitgesluit die distrikte en gebiede bedoel in Gebied A (OVS & NK) en Gebied B (OVS & NK), en die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown, Postmasburg, Prieska, Vryburg en Warrenton [maar uitgesonderd daardie munisipale gebiede wat in Gebied A (OVS & NK) en Gebied B (OVS & NK) ingesluit is];

(17) **"Gebied A (TVL)"** die landdrosdistrikte Oberholzer, Randfontein en Westonaria en die munisipale gebiede Akasia, Alberton, Bedfordview, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Meyerton, Middelburg (Transvaal), Midrand, Nelspruit, Nigel, Pietersburg, Potchefstroom, Potgietersrus, Pretoria, Randburg, Roodepoort-Maraiburg, Rustenburg, Sandton, Springs, Vanderbijlpark, Vereeniging, Verwoerdburg en Witbank;

(18) **"Gebied C (TVL)"** die provinsie Transvaal soos dit bestaan het onmiddellik voor die datum van inwerkingtreding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993), uitgesonderd die distrikte en gebiede in Gebied A (TVL) bedoel;

(19) **"Gebied A (WP)"** die landdrosdistrikte Bellville, Die Kaap, Goodwood, Kuilsrivier, Simonstad en Wynberg, en die munisipale gebiede Paarl, Somerset-Wes, Stellenbosch en Strand;

(20) **"Gebied B (WP)"** die landdrosdistrikte Malmesbury, Paarl, Somerset-Wes, Stellenbosch, Strand en Worcester, maar uitgesonderd die munisipale gebiede in Gebied A (WP) bedoel, en die munisipale gebiede Beaufort-Wes, Bredasdorp, Caledon, Ceres, Montagu, Moorreesburg, Piketberg, Riversdal, Robertson, Swellendam en Wellington;

(21) **"Gebied C (WP)"** die landdrosdistrikte Beaufort-Wes, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (K.P.), Hermanus, Hopefield, Ladismith, Laingsburg, Namakwaland, Montagu, Moorreesburg, Piketberg, Prins Alfred, Riversdal, Robertson, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington en Williston, maar uitgesonderd die munisipale gebiede in Gebied B (WP) bedoel;

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

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

(24) **"auto-electrician's assistant"** means an employee in an auto-electrical shop where at least one journeyman of the type normally employed in this kind of establishment is actively engaged and who, under the supervision of such journeyman, mainly or exclusively removes and/or replaces electrical components and/or units and/or parts of motor vehicles without making final electrical connections and/or adjustments and/or strips components so removed;

(Note: The number of auto-electrician's assistants that may be employed in any one establishment is governed by the ratio provisions of clause 13 of Chapter I of Division C of this Agreement.);

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

(26) **"B/A journeyman"** means an employee over the age of 22 who is able to prove not less than three years' experience in a trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade, and who under the supervision of a journeyman performs work in the designated trade in which he has had the experience or, with the approval of the Regional Council concerned, in some other trade related to the activities covered by the definition of "Motor Industry" in this Agreement, or an employee who is able to prove to the satisfaction of the Regional Council concerned not less than three and a half year's experience as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto-electrician's assistant or diesel pump room assistant with any employer in the "Motor Industry" as defined;

(Note: Regarding the proof required of three and a half years' experience, a certificate of service shall be issued by the employer in which it is certified that the employee concerned had served either as a repair shop assistant, body shop assistant or diesel pump room assistant, which certificate in turn shall be verified by the Regional Council concerned, and the employee shall submit proof of having attended the proper course at a duly registered group training centre.);

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

(28) **"battery reconditioning, repairing and servicing establishment"** means any establishment or part thereof, other than a battery manufacturing establishment, which is engaged in the diagnosing of battery faults, recharging and repairing of storage batteries, and reassembling of storage batteries and/or their component parts;

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

(24) **"motorelektrisiën se assistent"** 'n werknemer in 'n elektriese motorwinkel waar daar minstens een vakman van die soort wat gewoonlik in hierdie soort bedryfsinrigting werk, aktief in diens is en wat onder die toesig van sodanige vakman hoofsaaklik of uitsluitlik elektriese komponente en/of eenhede en/of onderdele van motorvoertuie verwyder of terugplaas sonder om finale elektriese verbindinge aan te bring of regstelling te doen en/of komponente wat aldus verwyder is, uitmekaarhaal;

(Opmerking: Die getal motorelektrisiën se assistente wat in 'n bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 13 van Hoofstuk I van Afdeling C van hierdie Ooreenkoms.);

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

(26) **"B/A-vakman"** 'n werknemer oor die leeftyd van 22 jaar wat kan bewys dat hy minstens drie jaar ondervinding het in 'n ambag wat vir die Motornywerheid aangewys is of, met die goedkeuring van die betrokke Streekraad, ondervinding in 'n ander ambag, en wat, onder toesig van 'n vakman, werk in die aangewese ambag verrig waarin hy ondervinding opgedoen het of, met die goedkeuring van die betrokke Streekraad, in 'n ander ambag in verband met die werksaamhede wat deur die omskrywing van "Motornywerheid" in hierdie Ooreenkoms gedek word, of 'n werknemer wat tot bevrediging van die betrokke Streekraad kan bewys dat hy minstens drie-en-'n-half jaar ondervinding het as 'n herstelwinkelassistent, bakwinkelassistent, motorfiets-werktuigkundige se assistent, motorelektrisiën se assistent of dieselpompkamerassistent by 'n werkgewer in die "Motornywerheid" soos omskryf;

(Opmerking: Aangaande die bewys van drie-en-'n-half jaar ondervinding wat vereis word, moet die werkgewer 'n dienssertifikaat uitreik waarin gesertifiseer word dat die betrokke werknemer diens gedoen het as 'n herstelwinkelassistent, bakwinkelassistent, motorfiets-werktuigkundige se assistent, motorelektrisiën se assistent of dieselpompkamerassistent, en dié sertifikaat moet op sy beurt deur die betrokke Streekraad bekragtig word. Die werknemer moet ook bewys lewer dat hy die toepaslike kursus by 'n behoorlik geregistreerde groepleidingsentrum bygewoon het.);

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

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

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

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

Parts and units from motor vehicles, tractors, agricultural machinery and equipment and/or attachments thereof;

- alternators;
- bodies;
- body badges, boot lids and tail gates;
- body mouldings;
- bonnets;
- brake drums, except where the drum and hub are one complete unit;
- bulbs;
- bumpers;
- cables, excluding electrical;
- cable linkages;
- cabs;
- carburettors;
- clutch cylinders;
- clutch plates;
- coil springs;
- cooling systems, excluding air-conditioning;
- cylinder heads, without torquing;
- doors, excluding the final adjustments;
- door handles;
- drive shafts, excluding front wheel drive;
- engine assemblies;
- engine mountings;
- engine mud trays;
- exhaust lines where no modification is required;
- exhaust systems;
- floor boards;
- floor covers;
- flywheel covers, detachable;
- fuel pipes;
- fuel pumps, excluding injector pumps;
- fuel tanks;
- gearbox assemblies;
- gearbox mountings;
- glass, other than rear lights;
- gravel pans;
- grills;
- handrail brackets;
- headlinings;
- heaters;
- lamps;
- manifolds;
- mudguards;
- non-electrical aerials;
- non-electrical sunroofs;
- oil strainers;

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

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

Onderdele en eenhede van motorvoertuie, trekkers, landboumasjinerie en -uitrusting en/of hegstukke daarvan;

- alternators;
- bakke;
- bakkentekens, bagasiebakdekseis en agterklappe;
- baklyswerk;
- enjinkappe;
- remtrommels, uitgesonderd waar die trommel en naaf 'n volledige eenheid vorm;
- gloeilampies;
- stampers;
- kabels, uitgesonderd elektriese kabels;
- kabelskakelings;
- kajuite;
- vergassers;
- koppelaarsilinders;
- koppelplate;
- kronkelvere;
- verkoelingstelsels, uitgesonderd lugversorging;
- silinderkoppe, sonder om hulle vas te draai;
- deure, uitgesonderd finale regstellings;
- deurhandvatsels;
- dryfasse, uitgesonderd voorwiel aandrywings;
- enjinsamestelle;
- enjinmonterings;
- enjinmodderpanne;
- uitlaatleidings, waar geen modifikasies nodig is nie;
- uitlaatstelsels;
- vloerplanke;
- vloerbedekking;
- vliegwieldeksels, verwyderbaar;
- brandstofpype;
- brandstofpompe, uitgesonderd inspuitspompe;
- brandstofteknies;
- ratkassamestelle;
- ratkasmonterings;
- glas, uitgesonderd sterltigte;
- gruispanne;
- roosters;
- handrelingklampe;
- dakvoerings;
- verwarmers;
- lampe;
- spruitstukke;
- modderskerms;
- nie-elektriese antennes;
- nie-elektriese sondakke;
- oliesiwwe;

panels, exterior or interior, and fittings other than where welded;

pressure plates;

propeller shafts;

radiators;

radiator plugs;

radios and tape recorders, excluding the final electrical connections;

rear body lights;

running boards;

seats;

self-starters;

shells;

shock absorbers;

springs, leaf—front and rear;

striker plates;

valances;

water hoses;

window frames;

window winders, manual;

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

(c) removes but does not replace—

aerials;

complete front axle assemblies;

dashboard component parts;

doors;

exterior panels where welded on;

front wheel suspensions;

glass;

springs, front—coil or wishbone type;

steering assemblies;

sunroofs;

towbars and plug-in wiring units;

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

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

(f) applies body fillers or other materials;

welds and grinds metals where necessary;

applies primer of any colour to the exterior or interior of motor vehicles;

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

(h) drills holes to templates;

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

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

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

(l) applies by brush, spraygun, by aerosol dispenser or by other means, dye, paints, varnish, lacquer or other protective coatings to—

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

(m) fitting of front and rear windshields;

panele, buite of binne, en toebehore, uitgesonderd waar dit gesweis is;

drukplate;

dryfasse;

verkoelers;

verkoelerproppe;

radio's en bandopnemers, uitgesonderd die finale elektriese verbindinge;

agterbakligte;

treeplanke;

sitplekke;

aansitters;

doppe;

skokbrekers;

voorste en agterste bladvere;

aanslagplate;

skerms;

waterslange;

vensterrame;

handruitslingers;

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

(c) die volgende verwyder maar nie vervang nie:

Lugdrade;

volledige voorassamestellinge;

samestellende dele van instrumentepaneel;

deure;

buitepanele, waar dit aangesweis word;

voorwielvering;

glas;

voorvere—kronkel- of miktipe;

stuursamestellinge;

sondakke;

trekstange en inprop-bedradingseenhede;

(d) met betrekking tot 'n voertuig, lekke in bakke met vulsel herstel en lekke in ewenaar en ratkas van enjins herstel deur dit vas te draai;

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

(f) bakvulsel of ander materiaal aanwend;

metale sweis en slyp indien dit nodig is;

grondlae van enige kleur aan die buite- of binnekant van motorvoertuie aanwend;

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

(h) gate volgens patroonplate boor;

(i) veiligheids gordels vassit in voertuie waar daar ankerpunte is;

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

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

(l) kleurstof, verf, vernis, lakverniss of ander beskeremde lae met 'n kwas, sproeispuut, aerosolhouer of op 'n ander manier aanbring op—

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

(m) passing van voor- en agterruite;

(n) removing and/or replacing—
alarms;
dashboard component parts;
electric windows;
immobilisers;
locks;
plug-in wiring units;
radios;
self-locking units;
side-glasses;
tow bars;

Provided that the performance of any of the operations enumerated in this definition shall not be constructed as permitting the performance of any journeyman's work incidental to such operation;

(Note: The number of body shop assistants that may be employed in any one establishment is governed by the ratio provisions of clause 13 of Chapter I of Division C of this Agreement.);

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

(31) **"casual employee"** means any employee who is temporarily or casually employed by the same employer—

(a) for not longer than 23 hours, continuous or otherwise, in any one month on any of the duties as defined in the Agreement;

(b) for not longer than 60 days in the aggregate in any year if such employee is a student;

(32) **"char"** means an employee mainly or exclusively employed in any one or more of the following duties:

Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;

dusting of vehicles;

franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;

making and/or serving tea or similar beverages;

preparing and/or serving food not for sale to the public;

washing of motor vehicles;

(33) **"chopper out"** means an employee mainly or exclusively engaged under the supervision of a cutter in laying out trimming and upholstery materials, copying identification marks and patterns on to such materials, chalking or marking in the outlines of articles from patterns and cutting by hand or machine one or more layers of material according to the outlines so chalked or marked in;

(34) **"clerical employee"** means an employee who is mainly or exclusively engaged in writing and/or typing and operating a computer and/or any other form of clerical work, and includes storekeepers, timekeepers and telephone operators;

(35) **"clutch cover assembly setter"** means an employee who under the supervision of a journeyman or apprentice or trainee registered in terms of the Manpower Training Act is mainly or exclusively engaged on the following duties in an establishment registered in terms of Chapter V of Division C of this Agreement:

Assembly of clutch cover assemblies, including final adjustments to specifications and the use of measuring instruments;

(n) verwydering en/of vervanging van—
alarms;
instrumentpaneelkomponentdele;
elektriese vensters;
immobiliseerders;
slotte;
inprop-bedradingseenhede;
radio's;
selfsluitende eenhede;
kantruite;
trekstange;

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

(Opmerking: Die getal bakwinkelasistente wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van kiousule 13 van Hoofstuk I van Afdeling C van hierdie Ooreenkoms.);

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

(31) **"los werknemer"** 'n werknemer wat tydelik of in 'n los hoedanigheid by dieselfde werkgever in diens is—

(a) vir hoogstens 23 uur, aaneenlopend of andersins, in 'n bepaalde maand op enige van die pligte soos in hierdie Ooreenkoms omskryf;

(b) vir hoogstens 60 dae in totaal in enige jaar indien so 'n werknemer 'n student is;

(32) **"skoonmaker"** 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte uitvoer:

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

voertuie afstof;

posstukke frankeer, briewe in koeverte plaas, posstukke en ander dokumentasie afhaal en aflewer;

tee of soortgelyke drankte berei en/of bedien;

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

motorvoertuie was;

(33) **"uitsnyer"** 'n werknemer wat hoofsaaklik of uitsluitlik onder toesig van 'n snyer bekledings- en stofteermateriaal reglê, identifikasiemerke en patrone op sodanige materiale afteken, die buitelyne van artikels van patrone af met kryt afmerk of inmerk en met die hand of 'n masjien een of meer lae materiaal sny volgens die buitelyne wat aldus met kryt af- of ingemerkt is;

(34) **"klerk"** 'n werknemer wat hoofsaaklik of uitsluitlik skryf- en/of tikwerk doen en wat 'n rekenoutomaat bedien en/of 'n ander vorm van klerklike werk verrig en omvat dit ook 'n pakhuisman, tydopnemer en telefonis;

(35) **"koppelaardeksel-monteersteller"** 'n werknemer wat onder toesig van 'n vakman of vakleerling of kwekeling wat ingevolge die Wet op Mannekrasopleiding geregistreer is hoofsaaklik of uitsluitlik die volgende pligte uitvoer in 'n bedryfsinrigting wat kragtens Hoofstuk V van Afdeling C van hierdie Ooreenkoms geregistreer is:

Die montering van koppelaardekselsamestelte, met inbegrip van die finale regstellings aan spesifikasies en die gebruik van meetinstrumente;

(36) **"coach finished bodies"**, in relation to an operative, Grade DV, means bodies, cabs, trailers or superstructures of vehicles on which filling and/or stopping up and/or rubbing down are done preparatory to the application of finishing coats;

(37) **"Council"** means the National Industrial Council for the Motor Industry registered in terms of section 19 of the Labour Relations Act, 1956;

(38) **"cutter"** means an employee mainly or exclusively engaged in making patterns or templates;

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

assembling injectors, excluding calibrating;

lapping nozzles by hand and/or manual machine;

placing pumps onto test benches and removing them;

stripping and cleaning fuel pumps, injectors and turbochargers;

(Note: The number of diesel pump room assistants that may be employed in any one establishment is governed by the ratio provisions of clause 13 of Chapter I and clause 3 (3) of Chapter IV of Division C of this Agreement.);

(40) **"driver motorcycle and/or scooter"** means an employee who mainly or exclusively drives motorcycles and/or scooters;

(41) **"driver light vehicle"** means an employee who mainly or exclusively drives motor vehicles with a gross vehicle mass of up to 3 500 kg, including forklifts and tractors;

(42) **"driver heavy vehicle"** means an employee who mainly or exclusively drives motor vehicles with a gross vehicle mass of over 3 500 kg;

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

(44) **"emergency work"** means work—

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

(b) necessary—

(i) to enable a motorist en route whose vehicle has broken down, to resume his journey;

(ii) to enable a motorist to commence a journey which, because of unforeseen circumstances, cannot be delayed;

(iii) to permit the rendering of essential services such as sanitation services, public transportation services, maintenance or repair of factory machinery and/or agricultural motor vehicles, the supply or distribution of perishable foodstuffs, travelling by medical practitioners for the performance of their work, or services of a similar nature;

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

(46) **"exempted journeyman"** means an employee who is employed in a registered vehicle body building establishment and who is engaged mainly or exclusively on aspects of journeyman's work under licence of exemption;

(47) **"filling and/or service station"** means an establishment or that part of an establishment used mainly or exclusively for the retail sale of fuel and/or oil and/or for the lubricating and/or washing and/or polishing of motor vehicles;

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

(37) **"Raad"** die Nasionale Nywerheidsraad vir die Motornywerheid wat ooreenkomstig artikel 19 van die Wet op Arbeidsverhoudinge, 1956, geregistreer is;

(38) **"snyer"** 'n werknemer wat hoofsaaklik of uitsluitlik of patroonplate maak;

(39) **"dieselpompkamerassistent"** 'n werknemer wat hoofsaaklik of uitsluitlik—

inspuiters monteer, maar nie kalibreer nie;

sputters met die hand en/of 'n handmasjien fynslyp;

pompe op toetsbanke plaas en daarvan afneem;

brandstofpompe, inspuiters en turboaanjaers uitmekaarhaal en skoonmaak;

(Opmerking: Die getal dieselpompkamerassistenten wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 13 van Hoofstuk I en klousule 3 (3) van Hoofstuk IV van Afdeling C van hierdie Ooreenkoms.);

(40) **"drywer motorfiets en/of bromponie"** 'n werknemer wat hoofsaaklik of uitsluitlik motorfiets en/of bromponies bestuur;

(41) **"drywer ligte voertuig"** 'n werknemer wat hoofsaaklik of uitsluitlik motorvoertuie, insluitende vorkheysers en trekkers, met 'n bruto voertuigmassa van hoogstens 3 500 kg bestuur;

(42) **"drywer swaar voertuig"** 'n werknemer wat hoofsaaklik of uitsluitlik motorvoertuie van meer as 3 500 kg bestuur;

(43) **"verdiensie"** betaling gedoen of verskuldig aan 'n werknemer (met inbegrip van alle toelaes en/of kommissie) wat op watter wyse ook al uit sy indiensneming ontstaan;

(44) **"noodwerk"** werk—

(a) in verband met die herwinning van voertuie wat onklaar geraak het of voertuie wat in ongelukke betrokke was;

(b) wat nodig is—

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

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

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

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

(46) **"vrygestelde vakman"** 'n werknemer wat in 'n geregistreerde voertuigbakboubedryfsinrigting in diens is, en wat hoofsaaklik of uitsluitlik aspekte van vakmanswerk verrig kragtens 'n vrystelling verleen;

(47) **"vul- en/of diensstasie"** 'n bedryfsinrigting of daardie gedeelte van 'n bedryfsinrigting wat hoofsaaklik of uitsluitlik gebruik word vir die kleinhandelverkoop van brandstof en/of olie en/of vir die smeer en/of was en/of poleer van motorvoertuie;

(48) "**forecourt attendant**" means an employee who in a filling and/or service station mainly or exclusively performs any of the following duties:

- Attending to parking of vehicles;
- checking for oil leaks, but only during the process of oiling and greasing;
- compiling oil sheets for vehicles which are to be lubricated;
- connecting and disconnecting batteries;
- draining oil sumps;
- dusting vehicles;
- filling batteries in connection with charging operations, bottles or other containers for stock, differentials, fuel tanks, gear boxes, master cylinders, oil sumps, radiators and steering boxes;
- filling in, by brush, with ready mixed paint small chip marks or scratches on vehicle bodies;
- fitting, removing and/or replacing batteries, grease nipples, tyres, tubes, rims and road wheels;
- handling money;
- inflating tyres and tubes;
- issuing parking tickets;
- lowering and/or raising motor vehicles by jack or hoist;
- maintaining oil stock records at grease hoists;
- making and serving tea or similar beverages;
- oiling and greasing of motor vehicles or parts thereof;
- operating credit card machines for the sale of petrol, lubricants and fuels;
- painting battery cradles, rims, tyres and road wheels;
- polishing motor vehicles;
- receiving money from customers and giving change;
- removing air, fuel and oil filters of the screw-on-screw-off types;
- repairing punctures, including the fitting and reseating of tyre or inner tube valves;
- selling anthracite, braai wood, charcoal, oil, fuel, beverages, food and/or LP gas in sealed containers; and
- tightening bolts and studs on differentials, sumps and transmissions when necessary, but only during the process of oiling and greasing;

(49) "**general operative**", in relation to a vehicle body building establishment, means an employee who may, in addition to the duties enumerated in subclause (50) (b) and (c) of this clause, also perform any of the following duties:

- Applying and/or wiping on metals and/or other materials;
- applying ready mixed paint to equipment, fixtures or to plant which is not for sale;
- assembling articles and/or components where no fitting is required;
- assisting a journeyman or an apprentice of not less than one year's experience in the installation and/or stapling into position of electric cables for interior lighting or fittings, or assisting with the fixing of self-aligning dies in the setting of machines;
- baring wires and fixing cable ends;
- cutting fibreglass parts to patterns or templates;

(48) "**voorbaanassistent**" 'n werknemer wat in 'n vul- en/of diensstasie hoofsaaklik of uitsluitlik enige van die volgende pligte uitvoer:

- Help met die parkering van motorvoertuie;
- kyk of daar olie uitlek, maar slegs gedurende die olie- en smeerproses;
- oliestate opstel vir voertuie wat gesmeer moet word;
- batterye konnekteer en diskonnekteer;
- oliebakke leegtap;
- voertuie afstof;
- batterye in verband met laaiwerk, bottels of ander houers vir voorraad, ewenaars, brandstoftanks, ratkaste, hoofsilinders, oliebakke, verkoelers en stuurkaste volmaak;
- klein afdopmerkies en skrape aan voertuigbakke deur middel van 'n kwas met vooraf gemengde verf opvul;
- batterye, ghriesnippels, buitebande, binnebande, velings en padwiele aanbring, verwyder en/of vervang;
- geld hanteer;
- buite- en binnebande oppomp;
- parkeerkaartjies uitreik;
- motorvoertuie deur middel van 'n domkrag of hystoestel laat sak en/of oplaag;
- olievoorraadregisters by smeerhystoestelle byhou;
- tee of dergelike drank berei en bedien;
- motorvoertuie of onderdele daarvan olie en smeer;
- kredietkaartmasjiene bedien vir die verkoop van petrol, smeermiddels en brandstof;
- batteryrakke, velings, buitebande en padwiele verf;
- motorvoertuie poleer;
- geld van klante ontvang en kleingeld gee;
- lug-, brandstof en oliefilters van die aanskroef-/afskroeftipe verwyder;
- lekplekke heelmaak, met inbegrip van kleppe vir buite- of binnebande aansit en inbed;
- antrasiet, braaivleishout, houtskool, olie en brandstof, en koeldranke en/of kos en/of vloeibare petroleumgas in verseelde houers verkoop;
- boute en tapboute aan ewenaar, oliebak en transmissiesel vasdraai wanneer nodig maar slegs gedurende die olie- en smeerproses;

(49) "**algemene werkmans**", met betrekking tot 'n voertuigbouinrigting, 'n werknemer wat benewens die pligte in subklousule 50 (b) en (c) van hierdie klousule gelys ook enigeen van die volgende pligte kan uitvoer:

- Metale en/of ander materiale aanwend en/of aanstryk;
- klaar gemengde verf aanwend aan uitrusting, vaste toebehore of masjinerie wat nie vir verkoop bedoel is nie;
- artikels en/of komponente inmeekaarsit waar geen passing nodig is nie;
- 'n vakman of 'n vakleerling met minstens een jaar ondervinding help met die installing en/of in posisie vaskram van elektriese kables vir binneverligting of toebehore, of met die vassit van selfrigtende matryse by die stel van masjiene;
- drade afstroop en kabelente vassit;
- veselglasonderdele volgens patrone of patroonplate sny;

cutting or shearing metal or other materials with hack or circular saw or friction cutter to stops or jigs or to markings on materials made by a journeyman, apprentice with not more than four years to serve, or in a Division C, Chapter II, Part II, establishment an operative grade CV;

bending and/or forming with special-purpose machines, jigs or templates—by hand or machine—but not setting up of machine;

dipping in enamel and/or paint;

drilling other than precision work;

fitting glass by means of self-sealing sections;

inserting and/or tightening and/or loosening body-holding-down bolts and/or seat-fixing bolts;

making parts from pre-mixed plastic materials and fibreglass in preformed moulds;

marking off;

pressing and/or notching to stops, jigs, dies or templates—by hand or machine—but excluding the setting of jigs or dies;

punching by hand or machine to pre-set stops, marks, jigs or to templates under the supervision of a journeyman or an apprentice of not less than one year's experience;

rivet striking;

rough cutting of materials with any power or hand-operated cutting device, excluding a power guillotine, after the materials have been marked out by a journeyman, apprentice with not more than four years to serve, or in a Division C, Chapter II, Part II, establishment an operative grade CV;

screwing and/or tapping by means of screwing or tapping machines or attachments;

spot or resistance welding on subassembly work with components in special-purpose jigs or fixtures;

threading of bolts or tapping of holes or nuts by hand;

using pre-set oxy-acetylene for rough cutting;

(50) "general worker" means—

(a) in relation to all establishments, an employee who is mainly or exclusively engaged in any of the following duties:

Accepting written orders in return for goods delivered outside the employer's premises;

accompanying a traveller on his journey and assisting in driving and in packing, unpacking and displaying of samples;

affixing printed or ready addressed labels on to bottles, boxes, bales or other packages;

applying adhesives, belt dressing, deadener materials or anti-corrosive coatings (excluding primer, surfaces and finishing coats), putty, sealing compounds for purposes of dust-proofing and/or water-proofing;

applying and removing sash clamps, G-clamps, toggle clamps and battery hold-down clamps;

assembling and/or repairing motor-assisted pedal cycles and pedal-assisted motor-cycles;

assembling, packing and mass-measuring goods in accordance with instructions and/or packing slips;

assisting on delivery vans;

attending to boilers;

metaal of ander materiale saag of knip met 'n yster- of sirkelsaag of wrywingsnyer volgens stuiters of setmate of volgens merke wat deur 'n vakman, vakleerling wat nog hoogstens vier jaar moet uitdien of, in 'n bedryfsinrigting onder Afdeling C, Hoofstuk II, Deel II, 'n werkmansgraad CV aangebring is;

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

in emalje en/of verf indompel;

boorwerk maar nie presisiowerk nie;

ruite deur middel van selfdigseksies insit;

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

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

afmerkwark;

volgens stuiters, setmate, matryse of patroonplate—met die hand of 'n masjien—pers en/of inkeep, maar nie setmate of matryse stel nie;

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

klinknaels inslaan;

materiale ru afsaag met 'n krag- of handbediende saagtoestel, uitgesonderd 'n kragguillotine, nadat die materiale deur 'n vakman, vakleerling wat nog hoogstens vier jaar moet uitdien of, in 'n bedryfsinrigting onder Afdeling C, Hoofstuk II, Deel II, 'n werkmansgraad CV uitgemerk is;

skroefdraad en/of moerdraad sny met skroef- of moerdraadsnymasjiene of -hegstukke;

punt- of weerstandsewysing aan subsamstelwerk met komponente in eendoelsetmate of -setklemme;

met die hand skroefdraad in boutte sny of moerdraad in gate of moere;

'n vooraf gestelde oksiasietleentoestel vir ruwe snywerk gebruik;

(50) "algemene werker"—

(a) met betrekking tot alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik of meer van die volgende pligte uitvoer:

Skriftelike bestellings aanneem in ruil vir goedere wat buite die werkgewer se perseel afgelewer word;

'n handelsreisiger op sy reis vergesel en hom help dryf en monsters verpak, uitpak en vertoon;

gedrukte of reeds geadresseerde etikette op bottels, kiste, bale of ander pakkette aanbring;

kleefstof, bandsmeersel, verdoftmateriaal of korrosiewerende lae (uitgesonderd grondlae, oppervlaklae en afwerklae), stopverf, digtingsmengsels vir stofdigting en/of waterdigting aanwend;

raamklampe, G-klampe, skarnierhefboomklampe en batterij-vashouklampe aanbring en verwyder;

trapfiets met hulpmotore en motorfiets met hulptrappe inmekaarsit en/of herstel;

goedere in ooreenstemming met opdragte en/of verpakkingsstokies bymekaarmaak, verpak en massa-meet;

hulp op afleweringswaens verleen;

ketels bedien;

attending to the parking of vehicles;
 carrying goods;
 cementing tyres;
 checking and/or recording identification marks on goods;
 cleaning by hand, brush, machine or pickling, or degreasing;
 cleaning moulds;
 closing or opening bales, boxes or other packages;
 collecting spares on employer's requisition;
 compounding in connection with the painting of motor vehicles;
 conveying on foot, by bicycle, tricycle or hand-propelled vehicle, goods, letters or messages;
 cooking of rations;
 counting and recording the result;
 cutting tyres;
 digging and/or removing the soil for foundations, drains and trenches;
 dismantling scrap motor vehicles, other than the stripping of engines;
 emptying containers;
 extracting battery cells for inspection;
 filing of body filling, solder, welding and old paint from parts under repair and adjacent parts, solder or welding on new parts and of sheet metal which has been panel beaten;
 filing and sorting of standard printed forms into alphabetical, numerical, date, colour or commodity order;
 firing and loading ovens and furnaces and removing refuse from furnaces;
 fitting and/or removing curing tubes and/or sectional bags to and from tyres and placing tyres in moulds thereafter;
 fitting and/or removing registration number plates to and from vehicles;
 franking mail matter;
 gardening;
 greasing and oiling machinery, including lathes and overhead shafting, while stationary;
 handling money;
 holding parts, materials and/or tools and placing parts and materials into position under the supervision of an employee in a higher wage group;
 issuing materials previously recorded by store-keepers;
 issuing and/or receiving tools and/or equipment to and from tool room and maintaining a record thereof;
 issuing goods from workshop store to workshop personnel and recording same;
 issuing parking tickets;
 loading and unloading vehicles;
 making crates;
 marking and/or stencilling packages and/or parts with brush or spraygun or rubber stamps;
 masking;
 mass-measuring and recording the result;
 mixing, by hand or machine, materials, including concrete and mortar, but excluding colour blending and fibre glass constituents;
 moving and/or stacking and/or unpacking goods;
 operating goods lifts and letter copying or duplicating machines;
 operating a passenger lift;

help met die parking van voertuie;
 goedere dra;
 buitebande sementeer;
 identifikasiemerke op goedere nagaan en/of aanteken;
 met die hand, 'n borsel, 'n masjien of bytmiddel skoonmaak, of ghries verwyder;
 gietvorms skoonmaak;
 bale, kiste of ander pakkette toemaak of oopmaak;
 reserwedele volgens werkgewer se bestelling byme-kaarmaak;
 mengwerk verrig in verband met die verf van motor-voertuie;
 goedere, briewe of boodskappe te voet, per fiets, per driewiel of per handvoertuig vervoer;
 rantsoene gaarmaak;
 optel en die resultaat aanteken;
 buitebande opsnij;
 grond vir fondamente; riole en slote uitgrawe en/of verwyder;
 rommelmotorvoertuie uitmekaarhaal, maar nie die enjins stroop nie;
 houers leegmaak;
 selle van batterye vir inspeksie uithaal;
 bakvuysel, soldeersel, sweiswerk en ou verf van onderdele wat herstel word en van aangrensende onderdele, soldeersel of sweiswerk aan nuwe onderdele en plaatmetaal wat vir duikklopwerk gebruik is af- of gelyk vyl;
 gedrukte standaardvorms in alfabetiese, numeriese, datum-, kleur- of kommoditeitsvolgorde liasseer en sorteer;
 vure in oonde aansteek en stook en afval uit oonde verwyder;
 vormbande en/of seksiesakke aanbring aan en/of verwyder uit buitebande, en buitebande daarna in vorms plaas;
 registrasienuommerplate aanbring aan en/of verwyder van voertuie;
 posstukke frankeer;
 tuinwerk verrig;
 masjinerie, met inbegrip van draaibanke en bo-grondse asaandryfstelsel, smeer en olie terwyl dit nie loop nie;
 onder toesig van 'n werknemer in 'n hoër loongroep onderdele, materiaal en/of gereedskap vashou en onderdele en materiaal in posisie plaas;
 materiaal uitreik wat vooraf deur 'n pakhuisman aangeteken is;
 gereedskap en/of uitrusting uitreik aan en/of ontvang van gereedskap kamer en 'n register van sodanige gereedskap byhou;
 goedere uit die werkwinkelpakhuis aan die werkwinkelpersoneel uitreik en dit aanteken;
 parkeerkaartjies uitreik;
 voertuie laai en aflaai;
 kratte maak;
 pakkette en/of onderdele met 'n kwas of sproeispuut of rubberstempel merk en/of sjabloneer;
 maskeerwerk verrig;
 massameet en die resultaat aanteken;
 materiaal, met inbegrip van beton en dagha, met die hand of 'n masjien meng, maar nie kleure en veselglas-bestanddele meng nie;
 goedere verskuif en/of opstapel en/of uitpak;
 goederehysers en briefkopieer- of afrolmasjiene bedien;

painting buildings, fences, plant and equipment for maintenance purposes only;

painting, by brush and/or gun, axles, brake drums, chassis and undersides of vehicle bodies and of trailers;

painting by brush front and rear bumpers, wheels of commercial vehicles or bus chassis;

polishing motor vehicles;

receiving money from customers and giving change;

rough water-proofing paint on canvas;

rough stuff to inside of vehicle bodies;

painting pallets;

polishing by hand or machine in connection with the painting of motor vehicles;

polishing moulds;

preparing food for cooking;

pre-treating metal by chemical process in panel-beating establishments;

recording and/or checking identification marks on goods and registration numbers of vehicles;

recording on bin cards;

recording items on a pre-printed check list to workshop;

removing clip-on body mouldings;

removing pitch from batteries;

repairing curing tubes and sectional bags;

repairing pallets;

rough cutting;

rubbing down of filling, primer and putty;

sand or shot blasting;

sandpapering;

screwing down moulds;

sealing batteries;

selecting and placing goods into bins;

smelting of shavings into ingot forms;

sorting goods and recording the result;

stirring materials;

stripping tyres;

teasing coir and horsehair;

trimming tyres;

truing spokewheels;

washing and polishing motor vehicles;

waxing moulds;

wrapping of goods;

writing of addresses copied from invoices or packing slips;

removing but not replacing—

alternators;

body badges;

body mouldings;

bonnets;

bulbs;

bumpers;

cables—excluding electrical cable levers;

doors;

door handles;

engine mud trays;

generators;

damaged glass;

gravel pans;

grills;

lamps;

'n passasiershysbak bedien;

geboue, heinings, die masjinerie en uitrusting slegs vir onderhoudsdoeleindes verf;

asse, remtrommels, onderstelle en die onderkant van voertuigbakke en sleepwaens met 'n kwas en/of sproei-spuut verf;

voor- en agterstampers, wiele van handelsvoertuie of busonderstelle met 'n kwas verf;

motorvoertuie poleer;

geld van klante ontvang en kleingeld gee;

ruwe waterdigtingsverf aan seildoek aanbring;

die binnekant van motorbakke grofverf;

palette verf;

met die hand of 'n masjien poleerwerk verrig in verband met die verf van motorvoertuie;

gietvorms poleer;

voedsel voorberei wat gaargemaak moet word;

metaal vooraf deur middel van 'n chemiese proses behandel in bedryfsinrigtings wat duikklopwerk verrig;

identifikasiemerke op goedere en registrasienommers van voertuie aanteken en/of nagaan;

aantekeninge maak op kaarte vir bakke;

items op 'n vooraf gedrukte kontrolelys vir die werk-winkel aanteken;

aanknipbaklyswerk verwyder;

pik van batterye verwyder;

vormbande en seksiesakke heelmaak;

palette heelmaak;

ruwe kapwerk;

vulsel, grondlaag en stopverf af- of gelykvryf;

sand- of haelstraling;

skuurwerk verrig;

gietvorm vasskroef;

batterye verseël;

goedere uitkies en in bakke plaas;

skaafsels in gietblokvorms smelt;

goedere sorteer en die resultaat aanteken;

materiaal roer;

buitebande stroop;

klapperhaar en perdehaar pluis;

speekwiele in die haak bring;

buitebande afwerk;

motorvoertuie was en poleer;

gietvorms met was bestryk;

goedere toedraai;

adresse van fakture of verpakkingstrokies af afskryf;

verwyder maar nie die terugsit van—

alternators;

bakkentekens;

bakvormwerk;

enjinkappe;

gloeilampe;

buffers;

kabels—uitsluitende elektriese kabelhefbome;

deure;

deurhandvatsels;

enjinmodderbakke;

opwekkers;

beskadigde glas;

gruisbakke;

roosters;

lampe;

oil filters or strainers and the cleaning thereof;
 rear body lights;
 running boards;
 seats;
 self starters;
 shock absorbers, excluding struts;
 striker plates;
 sump nuts and bolts;
 valve covers;

applying protective coating to engines, components or accessories mounted within the engine compartment and to floor mats, seat surfaces, luggage compartments or side-kick plates;

fitting loose seat covers when no alteration is required to them;

removing paint and preparing surface for repainting excluding the application of lead filler;

mixing by hand or machine, materials, including concrete, mortar and fibre glass constituents, but excluding colour blending;

(b) subject to the provisions of clause 10 of Division A which fixes the minimum weekly wage for the driving of vehicles, an employee who in addition to performing any of the duties enumerated in paragraph (a) of this definition, may also drive vehicles;

(c) in relation to establishments engaged exclusively in the business of motor graveyards and/or motor scrapyards, an employee who, in addition to performing any of the duties enumerated in paragraph (a) of this definition, may also strip engines other than for repair;

(d) in relation to vehicle body building establishments, an employee who, in addition to performing any of the duties enumerated in paragraph (a) of this definition, may perform any of the following duties:

Applying or removing quick release clamps—all types;

grinding or buffing iron or other metals or materials other than in precision work;

heating up lead and dipping;

operating cranes or gantries other than cab-operated cranes or gantries;

removing slave bolts; rivet heating; sand or shot blasting; striking, stripping springs which have been removed from vehicles, touching-up screwheads or bolts or similar protruding or hidden parts on new vehicles with paint by brush;

(e) in relation to a registered reconditioning establishment, an employee who strips used components, including deriveting;

(51) "grade 1 employee" means an employee who is employed in one or more of the following categories:

Char;

forecourt attendant;

(52) "grade 2 employee" means an employee employed in one or more of the following categories:

Driver of motorcycle and scooter;

general operative;

general worker;

grade D employee;

vulcaniser's operative, without wheelbalancing;

oliefilters of oliesiwwe en die skoonmaak daarvan;
 agterste bakligte;
 treeplanke;
 sitplekke;
 selfaansitters;
 skokbrekers uitsluitende stutte;
 slagpenplaat;
 oliebak moere en boutte;
 klepdeksels;

aanbring van beskermingslaag aan enjins, komponente of bybehore wat binne die enjinkompartement gemonteer is, en aan vloermatte, sitplekoppervlakke, bagasieruimtes of syskopplate;

pas van los sitplekoortreksels waar geen verstelling daaraan benodig word nie;

verwydering van verf en die voorbereiding van oppervlakke vir die aanbring van verf, maar sluit nie die aanbring van loodvulsel in nie;

materiaal, met inbegrip van beton, dagha en vesel-glasbestanddele, met die hand of masjien meng, maar nie kleure meng nie;

(b) behoudens klousule 10 van Afdeling A wat die minimum weekloon vir die dryf van voertuie vasstel, 'n werknemer wat, benewens die verrigting van enigeen van die pligte in paragraaf (a) van hierdie omskrywing opgenoem, ook voertuie kan dryf;

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

(d) met betrekking tot voertuigbakbouinrigtings, 'n werknemer wat, benewens die verrigting van een of meer van die werksaamhede in paragraaf (a) van hierdie omskrywing opgenoem, een of meer van die volgende pligte kan uitvoer:

Alle tipes snellosklampe aansit of verwyder;

yster of ander metale of materiaal skuur of fynskuur, uitgesonderd by presisiowerk;

lood opwarm en indompel;

hyskrane of bokkrane bedien, uitgesonderd hyskrane of bokkrane met kajuitbediening;

knegboutte verwyder; klinknaels verhit; sand- of haelstraling; slaan; vere wat uit voertuie verwyder is, uitmekaarhaal;

skroefkoppe of boutte of soortgelyke uitstaande of versteekte dele aan nuwe voertuie deur middel van 'n kwas met verf opknop;

(e) met betrekking tot 'n geregistreerde vernuwings-inrigting, 'n werknemer wat gebruikte komponente uitmekaarhaal, asook klinknaels verwyder;

(51) "graad 1-werknemer" 'n werknemer wat in een of meer van die volgende kategorieë in diens is:

Skoonmaker;

voorbaanassistent;

(52) "graad 2-werknemer" 'n werknemer wat in een of meer van die volgende kategorieë in diens is:

Drywer van motorfiets en bromponie;

algemene werkmán;

algemene werker;

graad D-werknemer;

vulkaniseerder se werkmán, sonder wielbalansering;

(53) **"grade 3 employee"** means an employee who is employed in one or more of the following categories:

- Battery repairer;
- chopper out;
- driver of motor vehicles with a gross vehicle mass of up to 3 500 kg, including forklifts and tractors;
- new motor vehicle, motorcycle and tricycle assembler;
- operative gearbox dismantler;
- operative, grade 1;
- operative, grade C;
- scooter worker;

(54) **"grade 4 employee"** means an employee who is employed in one or more of the following categories:

- Cutter;
- operative exhaust fitter;
- operative, grade 2;
- operative, grade 3;
- operative, grade AR;
- operative, grade B;
- operative, grade BR;
- operative sunroof fitter;
- operative upholsterer;
- operative wheelbalancer;
- pattern cutter maker;
- radiator repairer;
- supervisor, grade 3;
- vulcaniser's operative with wheelbalancing;

(55) **"grade 5 employee"** means an employee employed in one or more of the following categories:

- Armature winder;
- auto-electrician's assistant;
- body shop assistant;
- brake drum skimmer;
- clutch cover assembly setter;
- diesel pumproom assistant;
- driver of motor vehicles with a gross vehicle mass of over 3 500 kg;
- motorcycle mechanic's assistant;
- operative airconditioner fitter;
- operative, grade 4;
- operative, grade 5;
- operative, grade BV;
- operative, grade CR;
- operative, grade CV;
- operative, grade DV;
- operative radio/alarm fitter;
- operative supervisor;
- quality controller;
- repair shop assistant;
- seaming machinist;
- supervisor;
- supervisor, grade 4;

(56) **"grade 6 employee"** means an employee who is employed in one or more of the following categories:

- Machine setter;
- operative, grade A;
- senior quality controller;
- supervisor, grade 5;
- wheel alignment worker;

(57) **"grade 7 employee"** means an employee who is employed in one or more of the following categories:

- B/A journeyman;
- exempted journeyman;
- operative engine assembler;

(53) **"graad 3-werknemer"** 'n werknemer wat in een of meer van die volgende kategorieë in diens is:

- Batteryhersteller;
- uitsnyer;
- drywer van motorvoertuie met 'n bruto voertuigmassa tot 3 500 kg, insluitende vorkheysers en trekkers;
- monteer van nuwe motorvoertuie, motorfietse en drie-wiele;
- werkman-ratkasdemonteerder;
- werkman graad 1;
- werkman graad C;
- bromponiewerker;

(54) **"graad 4-werknemer"** 'n werknemer wat in enige van die volgende kategorieë in diens is:

- Snyer;
- werkman-uitlaatmonteur;
- werkman graad 2;
- werkman graad 3;
- werkman graad AR;
- werkman graad B;
- werkman graad BR;
- werkman-sondakmonteur;
- werkman-stoffeerder;
- werkman-wielbalanseerder;
- patroonsnyermaker;
- verkoelerhersteller;
- opsigter graad 3;
- vulkaniseerder se werkman, met wielbalansering;

(55) **"graad 5-werknemer"** 'n werknemer wat in een of meer van die volgende kategorieë in diens is:

- Ankerwikkelaar;
- motorelektrisiën se assistent;
- herstelwinkelassistent;
- remtrommelskiller;
- koppelaardeksel-monteursteler;
- dieselpompkamerassistent;
- drywer van motorvoertuie met 'n bruto voertuigmassa van meer as 3 500 kg;
- motorfietswerktuigkundige se assistent;
- werkman-lugversorgermonteur;
- werkman graad 4;
- werkman graad 5;
- werkman graad BV;
- werkman graad CR;
- werkman graad CV;
- werkman graad DV;
- werkman radio-alarmmonteur;
- werkman-toesighouer;
- gehaltekontroleur;
- herstelwinkelassistent;
- masjiensnikker;
- toesighouer;
- toesighouer graad 4;

(56) **"graad 6-werknemer"** 'n werknemer wat in een of meer van die volgende kategorieë in diens is:

- Masjiensnikker;
- werkman graad A;
- senior gehaltekontroleur;
- toesighouer graad 5;
- wielsporingswerker;

(57) **"graad 7-werknemer"** 'n werknemer wat in een of meer van die volgende kategorieë in diens is:

- B/A vakman;
- vrygestelde vakman;
- werkman-enjinmonteur;

(58) **"grade 8 employee"** means an employee who is employed in one or more of the following categories:

Journeyman;
service supply salesman;

(59) **"grade D employee"** means an employee employed in a registered automotive engineering establishment who, in addition to any of the duties enumerated in subclause (50) of this clause, is permitted to perform the following:

Lapping of valves by hand after the valve and seat have been machined by a journeyman, operative grade A, B or C or an apprentice or a trainee registered in terms of the Manpower Training Act;

painting of engines with protective paint;

mounting by securing and bolting engines to and removing engines from dynamometers under supervision;

(60) **"hourly wage"** means an employee's weekly wage divided by 45 in the case of employees other than part-time employees and by the number of ordinary hours worked in any one week in the case of part-time employees;

(61) **"journeyman"** means a person who performs journeyman's work and who—

(a) has served an apprenticeship in a designated trade in accordance with the requirements of the Manpower Training Act, 1981, or in accordance with a written contract approved by any Regional Council; or

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

(c) is in possession of a certificate issued to him in terms of the Manpower Training Act, 1981; or

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

(62) **"journeyman's work"** means work in any designated trade (in terms of the Manpower Training Act, 1981), in connection with the activities covered by the definition of Motor Industry, and as used in clause 2 (69) of Division A of this Agreement means any of the operations carried on in motor vehicle, engine or components repairing or servicing establishments, or in vehicle body building establishments, or in motor vehicle component, manufacturing or reconditioning establishments, and which are not permitted in terms of this Agreement to be performed by any class of employee other than a journeyman;

(62) **"machine setter"** means an employee who adjusts and/or sets machine tools and presses or lathes used for machining brake drums, brake discs, flywheel facings or pressure plates and who, with regard to a registered manufacturing establishment can, in addition, sharpen and form grinding tools;

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

(65) **"marking off"** means the operation of marking any material from a pattern or template;

(66) **"Misa Special Reserve"** means the reserve established in terms of Government Notice No. R. 1394 dated 4 July 1986 and any amendments thereto;

(58) **"graad 8-werknemer"** 'n werknemer wat in een of meer van die volgende kategorieë in diens is:

Vakman;
diensleweransier-verkoopspersoon;

(59) **"graad D-werknemer"** 'n werknemer wat in diens is van 'n geregistreerde motoringenieursbedryfsinrigting wat, benewens die pligte in subklousule (50) van hierdie klousule gelys, ook toegelaat is om van die volgende te verrig:

Kleppe met die hand fynslyp nadat 'n vakman, werknemer graad A, B of C of 'n vakleerling of kwekeling wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is die klep en die bedding gemasjineer het;

enjins met beskermende verf, verf;

montering en beveiliging en vasbout van enjins aan en verwydering van enjins van dinamometers onder-toesig;

(60) **"uurloon"** 'n werknemer se weekloon gedeel deur 45 in die geval van ander werknemers as deelydse werknemers, en deur die getal gewone ure in 'n week gewerk in die geval van deelydse werknemers;

(61) **"vakman"** 'n persoon wat vakmanwerk verrig en wat—

(a) 'n leertyd as vakleerling in 'n aangewese ambag uitgedien het, ooreenkomstig die vereistes van die Wet op Mannekragopleiding, 1981, of ooreenkomstig 'n skriftelike kontrak wat deur 'n Streekraad goedgekeur is; of

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

(c) in besit is van 'n sertifikaat wat ooreenkomstig die Wet op Mannekragopleiding, 1981, aan hom uitgereik is; of

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

(62) **"vakmanswerk"** werk in 'n aangewese ambag (ingevolge die Wet op Mannekragopleiding, 1981), in verband met die werksaamhede wat deur die omskrywing van Motornywerheid gedek word, en soos gebruik in klousule 2 (69) van Afdeling A van hierdie Ooreenkoms beteken dit enigeen van die werksaamhede wat verrig word in bedryfsinrigtings wat motorvoertuie, motorvoertuigenjins of motorvoertuigkomponente herstel of versien, of in voertuigbakbouinrigtings, of in bedryfsinrigtings wat motorvoertuigkomponente vervaardig of vernuwe en wat ingevolge hierdie Ooreenkoms deur geen ander klas werknemer as 'n vakman verrig mag word nie;

(63) **"masjiensteller"** 'n werknemer wat masjiengereedskap en perse of draaibanke insluitende dié wat vir die masjinerie van remtrommels, remskywe, vlieg-wielvlakke of drukplate gebruik word, regstel en/of stel en wat, met betrekking tot 'n geregistreerde vervaardigingsinrigting, ook slypgereedskap kan skerpmaak en fatsoeneer;

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

(65) **"afmerk"** materiaal van 'n patroon of patroonplaat af afmerk;

(66) **"Misa Spesiale Reserwefonds"** die reserwe tot stand gebring kragtens Goewermentskennisgewing No. R. 1394 van 4 Julie 1986 asook enige wysigings daaraan;

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

(a) removes part of units from motor cycles and scooters with two or more wheels;

(b) replaces without making final electrical connections—

bulbs;

cables, other than electrical cables, and without final adjustment;

commercial type carriers, boxes and bodies;

control levers, without final adjustment;

crash bars;

cylinder heads, two-cycle engines only;

drive chains and sprockets, without final adjustment;

engine assemblies;

engine guard plates;

exhaust systems;

external covers—detachable;

footrests, front and rear;

fenders, front and rear, including mounting stays;

fuel tanks and pipes thereto;

front shock absorbers—detachable;

head lamp internal shells;

hooters;

lamps;

licence holders;

oil coolers and pipes thereto;

oil filters and strainers and the cleaning thereof;

oil tanks and pipes thereto;

seats;

seat covers;

radiators and pipes thereto;

rear shock absorbers;

stands;

sump nuts and bolts;

switch assemblies;

(c) replaces—

front fork assemblies;

frames;

commercial type side-car assemblies;

(d) applies protective coatings to engines and exhaust systems;

(e) sets clocks to correct time;

(f) balances wheels with any machine to balance wheels of the vehicles;

(g) checks and reports on the operation of all electrical consumer points, direction indicators, locks and keys, windscreen wipers and washers;

(h) assembles and/or strips units, other than engines, electrical fittings, telescopic forks, hydraulic shock absorbers and controls:

Provided that the performance of any of the operations enumerated in this definition shall not be construed as permitting the performance of any journeyman's work incidental to such operations or the use of a torque wrench;

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

(a) onderdele of eenhede van motorfietsse en bromponies met twee of meer wiele verwyder;

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

Gloeilampe;

kabels, uitgesonderd elektriese kabels, en sonder finale regstelling;

draers, kiste en bakke van die kommersiële tipe;

kontrolehefbome, sonder finale regstelling;

skermstawwe;

silinderkoppe, slegs tweeslagenjins;

dryfkettings en kettingratte, sonder finale regstelling;

enjinsamestelle;

enjinskutplate;

uitlaatstelsels;

buitenste deksels—verwyderbaar;

voetruste—voor en agter;

modderskerms, voor en agter, met inbegrip van monterankers;

brandstoftanks en die pype daaraan;

voorste skokbrekers—verwyderbaar;

binneste doppe van koplampe;

toeters;

lampe;

lisensiehouers;

olieverkoelers en die pype daaraan;

oliefilters en -siwwe en die skoonmaak daarvan;

olietanks en die pype daaraan;

sitplekke;

sitplekoortreksels;

verkoelers en die pype daaraan;

agterste skokbrekers;

standers;

oliebakmoere en -boute;

skakelaarsamestelle;

(c) die volgende vervang:

Voorvurksamestelle;

rame;

syspansamestelle van die kommersiële tipe;

(d) beskermplae op enjins en uitlaatsels aanbring;

(e) uurwerke op die korrekte tyd instel;

(f) wiele balanseer met 'n masjien wat bedoel is om wiele te balanseer wanneer hulle los van die voertuig af is;

(g) die werking van alle elektriese verbruikerspunte, rigtingaanwysers, slotte en sleutels, ruitveërs en -spuite nagaan en verslag daarvoor doen;

(h) eenhede monteer en/of uitmekaarhaal, uitgesonderd enjins, elektriese toebehoere, teleskopies vurke, hidrouliese skokbrekers en kontroles:

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

(Note: The number of motor cycle mechanic's assistants that may be employed in any one establishment is governed by the ratio provisions of clause 13 of Chapter I of Division C of this Agreement.);

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

(69) **"Motor Industry" or "Industry"**, without in any way limiting the ordinary meaning of the expression and subject to the provisions of any demarcation determination made in terms of section 76 of the Labour Relations Act, 1956, includes—

(a) assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with—

(i) chassis and/or bodies of motor vehicles;

(ii) internal combustion engines and transmission components of motor vehicles;

(iii) the electrical equipment connected with motor vehicles, including radios;

(b) automotive engineering;

(c) repairing, vulcanising and/or retreading tyres;

(d) repairing, servicing and/or reconditioning batteries for motor vehicles;

(e) the business of parking and/or storing motor vehicles;

(f) the business conducted by filling and/or service stations;

(g) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or spares and/or accessories (whether new or used) pertaining thereto, whether or not such sale is conducted from premises which are attached to a part of an establishment wherein is conducted the assembly of or repairs to motor vehicles;

(h) the business of motor graveyards;

(i) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;

(j) vehicle body building;

(k) the sale of tractors, agricultural and irrigation equipment (not connected with the manufacture thereof) in the Republic of South Africa, but excluding the Magisterial District of Kimberley, in respect of the sale of—

(i) agricultural and irrigation equipment; and

(ii) tractors, except when undertaken by establishments substantially engaged in the sale and/or repair of other motor vehicles.

For the purposes of this definition—

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

(Opmerking: Die getal motorfietswerktuigkundige assistente wat in 'n bepaalde bedryfsinrigting in diens geneem mag word word bepaal deur die getalverhoudingsbepalings van klousule 13 van Hoofstuk I van Afdeling C van hierdie Ooreenkomis.);

(68) **"motorrommel- en/of -sloopwerf"** 'n bedryfsinrigting waarin motorvoertuie opgebreek en gebruikte onderdele daarvan verkry word en waarin, waarop of waaruit sodanige gebruikte onderdele of alleen of saam met nuwe onderdele en/of bybehore verkoop word;

(69) **"Motornywerheid" of "Nywerheid"**, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk en behoudens die bepalinge van enige afbakeningsvasstelling gemaak ingevolge artikel 76 van die Wet op Arbeidsverhoudinge, 1956, die Nywerheid wat die volgende insluit:

(a) Monteer-, oprigtings-, toets-, hervervaardigings-, herstel-, regstel-, opknappings-, bedradings-, stoffeer-, spuitverf-, verf- en/of vernuwingswerk uitgevoer in verband met—

(i) die onderstelle en/of bakke van motorvoertuie;

(ii) binnebrandmotore en/of transmissiekomponente van motorvoertuie;

(iii) die elektriese uitrusting in verband met motorvoertuie, met inbegrip van radio's;

(b) motoringenieurswerk;

(c) die herstel, vulkaniseer en/of versool van buitebande;

(d) die herstel, versiening en/of vernuwing van batterye van motorvoertuie;

(e) die onderneming in verband met die parking en/of bewaring van motorvoertuie;

(f) die onderneming wat gedryf word deur vul- en/of diensstasies;

(g) die onderneming wat hoofsaaklik of uitsluitlik gedryf word in verband met die verkoop van motorvoertuie of motorvoertuigonderdele en/of -reserwedele en/of -bybehore (hetsy nuut of gebruik) in verband daarmee, afgesien daarvan of sodanige verkoop geskied vanuit 'n perseel wat verbonde is aan 'n gedeelte van 'n bedryfsinrigting waarin die montering van en/of herstelwerk aan motorvoertuie uitgevoer word of nie;

(h) die onderneming in verband met motorsloopwerwe;

(i) die onderneming van vervaardigingsbedryfsinrigtings waarin motorvoertuigonderdele en/of -reserwedele en/of bybehore en/of komponente daarvan vervaardig word;

(j) voertuigbakbouwerk;

(k) die verkoop van trekkers, landbou- en besproeiingsuitrusting (nie in verband met die vervaardiging daarvan nie) in die Republiek van Suid-Afrika, maar uitgesonderd die landdrosdistrik Kimberley, ten opsigte van die verkoop van—

(i) landbou- en besproeiingsuitrusting; en

(ii) trekkers, behalwe wanneer onderneem deur bedryfsinrigtings wat in aansienlike mate betrokke is by die verkoop en/of herstel van ander motorvoertuie.

Vir die toepassing van hierdie omskrywing beteken—

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

"motor vehicle" means any wheeled conveyance propelled by mechanical power (other than steam) or electrically and designed for haulage and/or for the transportation of persons and/or goods and/or loads and includes trailers and caravans but does not include any equipment designed to run on fixed tracks, trailers designed to transport loads of 27 273 kg or over, or aircraft; and

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

(a) The construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;

(b) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure and the assembling, adjusting and installation of parts in cabs, bodies or on the superstructure of vehicles;

(c) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;

(d) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;

(e) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructure;

(f) building of trailers, but not including the manufacture of wheels or axles therefor;

(g) all operations incidental to or consequent upon the activities referred to in paragraphs (a), (b), (c), (d), (e) and (f).

For the purposes of this definition, "vehicle" does not include an aircraft and "Motor Industry" as defined above does not include the following:

(i) The manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for and normally producing metal and/or plastic goods of a different character on a substantial scale, or the sale of motor spare parts and accessories by assembly establishments from such establishments;

(ii) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors, except where carried on in establishments rendering similar service in respect of motor cars, motor lorries or motor trucks;

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

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

(ab) agricultural equipment or parts thereof; or

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

(ad) motor vehicle or other vehicle bodies and/or superstructures and/or parts or components thereof made of steel plate of 3,175 mm thickness or thicker when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale;

"motorvoertuig" 'n wielvoertuig wat met meganiese krag (uitgesonderd stoom) of elektrisiteit aangedryf word en wat bedoel is vir karweiwerk en/of vir die vervoer van persone en/of goedere en/of vrage, en ook sleepwaens en woonwaens, maar nie ook uitrusting wat ontwerp is om op vaste spore te loop, sleepwaens wat bedoel is vir die vervoer van vrage van 27 273 kg of meer of vliegtuie nie; en

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

(a) Die bou, herstel of opknapping van kajuite en/of bakke en/of die bobou vir alle soorte voertuie;

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

(c) die aanbring van kajuite en/of bakke en/of alle bobouwerk aan die onderstel van alle soorte voertuie;

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

(e) die uitrus, meubilering en afwerking van die binnekant van kajuite en/of bakke en/of bobou;

(f) die bou van sleepwaens, uitgesonderd die vervaardiging van wiele en asse daarvoor;

(g) alle werksaamhede wat in verband staan met of voortvloei uit die werksaamhede in paragrawe (a), (b), (c), (d), (e) en (f) bedoel.

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

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

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

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

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

(ab) landbou-uitrusting of onderdele daarvan; of

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

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

(iv) assembly establishments, i.e. establishments wherein motor vehicles are assembled from new components on an assembly line and includes the manufacture and/or fabricating of any motor vehicle parts or includes the manufacture and/or fabricating of any motor vehicle parts or components when carried on in such establishments, but shall not include vehicle body building, except in so far as it is carried on incidental to the assembly of motor vehicles, other than caravans and trailers;

(70) **"motor vehicle sales person"** means an employee mainly or exclusively engaged in the selling of motor vehicles and who, in addition to a wage defined in this Agreement, is paid a commission on such sales;

(71) **"new motor vehicle, motor cycle and tricycle assembler"** means an employee in any establishment who in connection with the assembly of—

(a) new motor vehicles, mainly or exclusively fits springs, bumpers, footboards, running boards, fenders, valances, exterior lamps, engine bonnets, axles, radiators, cabs, bodies, grills, seats, engine mud trays and steering box assemblies; and

(b) new motor cycles and/or tricycles, mainly or exclusively fits handle bars to forks; light units, clutch and throttle controls to handle bars; exhaust systems to frames and engines; saddles, footrests, kick starters, gear and brake levers; sealed beam lights; connects electric wire by means of pushclips, fits front wheels and mudguards, but excluding the final adjustment and testing;

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

(73) **"operative air-conditioner fitter"** means an employee who is employed only in workshops engaged mainly or exclusively in the installation, servicing and maintenance of air-conditioners who installs, services and maintains air-conditioners;

(74) **"operative engine assembler"** means an employee in a registered automotive engineering establishment, who—

(a) is able to prove not less than three years' experience in any trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade; or

(b) is engaged mainly or exclusively on the assembly of internal combustion engines complete for installation;

and who under the supervision of a journeyman—

assembles engines;

dismantles and assembles fuel pumps;

dismantles and assembles oil pumps;

replaces bearings;

checks bearing fit, spread, crush and nip;

checks camshafts visually for wear;

in connection with connecting rods—

checks clearances with gauges;

assembles piston to conrod to crankshaft;

assembles main conrod bearings and bushes;

uses engine prelubricator;

aligns rods and pistons;

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

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

(71) **"monteur van nuwe motorvoertuie, motorfietse en motordriewiele"** 'n werknemer in 'n motorbedryfsinrigting wat in verband met die montering van—

(a) nuwe motorvoertuie, hoofsaaklik of uitsluitlik vere, stampers, voetplanke, treeplanke, modderskerms, skerms, buitelampe, enjinkappe, asse, verkoelers, kajuite, bakke, roosters, sitplekke, enjinmodderpanne en stuurkassamestelle aanbring; en

(b) nuwe motorfietse en/of -driewiele, hoofsaaklik of uitsluitlik stuurstange aan vurke monteer; ligeenhede, koppelaar- en versnellerkontroles aan stuurstange monteer; uitlaatstelsels aan rame en enjins monteer; sale, voetruste, skopaansitters, rat- en remhefbome monteer, verseelde kopligte monteer; elektriese drade deur middel van stootklemme verbind; voorwiele en modderskerms monteer, maar uitgesonderd die finale regstellings en toetsing;

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

(73) **"werkmanlugversorgermonteur"** 'n werknemer wat net in werkinkels werk wat hoofsaaklik of uitsluitlik met die installering, versiening en onderhoud van lugversorgers gemoeid is en wat lugversorgers installeer, versien en onderhou;

(74) **"werkman-enjinmonteur"** 'n werknemer in 'n geregistreerde motoringenieursinrigting wat—

(a) bewys kan lewer van minstens drie jaar ondervinding in 'n ambag wat vir die Motornywerheid aangewys is of, met die toestemming van die betrokke Streekraad, ondervinding in 'n ander ambag; of

(b) hoofsaaklik of uitsluitlik op die montering van binnebrandenjins, volledig vir installering, werkzaam is; en wat onder die toesig van 'n vakman—

enjins monteer;

brandstofpompe demonteer en monteer;

oliepompe demonteer en monteer;

laers vervang;

laerpassing, -spanwydte, -perslengte en -knyp nagaan;

nokasse visueel nagaan met die oog op slytasie;

met betrekking tot suierstange—

die vry ruimte met 'n meter kontroleer;

die suier aan die suierstang aan die krukas monteer;

die hoofsuierstanglaers en -busse monteer;

'n enjinvoorafsmeerder gebruik;

stange en suiers in lyn bring;

suiers skoonmaak en nasien, met inbegrip van die nasien van ringgroewe;

cleans and inspects pistons, including ring groove inspection;

fits rings, oil and compression on pistons;

in connection with crankshafts—

removes conrods, pistons, crankshafts and main bearing caps;

cleans, inspects and checks—

end play;

thrust washers;

flange bearings;

timing cover and rear main oil seal journal surface; surfaces;

starter ring gears;

removes and replaces starter ring gears and/or flywheels;

(75) **“operative exhaust fitter”** means an employee mainly or exclusively engaged in—

removing all corroded or faulty exhaust parts by undoing exhaust pipe flanges securing bolts; cutting tubing with a chain cutter or gas flame and welding brackets by gas and arc welding;

bending pipes by using old part as a sample;

positioning new parts, sealing joints with exhaust sealer, then clamping tight;

retightening pipe flange securing bolts and tightening all hanger brackets;

(Note: An operative exhaust fitter may be employed only in workshops engaged mainly or exclusively in the removing and replacing of exhaust lines.);

(76) **“operative gearbox dismantler”** means an employee who in any gearbox reconditioning establishment is engaged mainly or exclusively in dismantling motor vehicle gearboxes and/or transmissions and who in addition paints such units with protective paint by brush or spray;

(Note: An operative gearbox dismantler may not remove and/or replace complete gearboxes and/or transmissions from motor vehicles.);

(77) **“operative, grade 1”** means an employee who is mainly or exclusively engaged on any of the following duties:

Annealing and tempering where controlled ovens and tanks are used;

assembling and fitting centre bolts and clips to springs;

assembling where no fitting is required;

baking armatures and field coils in oven;

boring wires and dipping in solder;

bending and/or forming by hand operation in special-purpose jigs or formers;

bonding brake shoes and clutch plates;

checking parts with go-no-go gauges and/or testing devices and/or plug gauges;

cutting and/or punching of materials by hand or machine to stops or to jigs or to patterns or to templates or to markings or to lengths; dipping in varnish, enamels or paint;

dispensing wire from bulk supplied onto small coils;

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

dressing or grinding by hand or power tool: Provided that in all cases of precision dressing machines concerned shall be pre-set by a journeyman or apprentice or machine setter;

ringe, olie en kompressie aan suiers aanbring;

met betrekking tot krukas—

suierstange, suiers, krukas en hooflaerdoppe verwyder;

die volgende skoonmaak, kontroleer en nagaan:

Entspeling;

drukasters;

flenslaers;

die tydreëlingdeksel en die agterhoofolieëlastapoppervlak;

oppervlakke;

vliegwieleranse;

vliegwieleranse en/of vliegwieler verwyder en vervang;

(75) **“werkman-uitlaatmonteur”** ’n werknemer wat hoofsaaklik of uitsluitlik—

alle gekorrodeerde of defekte uitlaatonderdele verwyder deur die borgboute van die uitlaattypflense los te draai;

pyppwerk met ’n tapketting of glasvlam sny en klampe met gas- en boogswaaisweis;

pype buig deur die ou gedeelte as monster te gebruik; nuwe gedeeltes in posisie plaas, voë met uitlaatverseëlaar verseël en dan styf vasklamp;

die borgboute en pyppflense weer vasdraai en alle hangerklampe vasdraai;

(Opmerking: ’n Werkman-uitlaatmonteur mag slegs in werkwinkels werk wat hoofsaaklik of uitsluitlik uitlaatluidings verwyder en vervang.);

(76) **“werkman-ratkasdemonteerder”** ’n werknemer wat in ’n ratkasvernuwingsinrigting hoofsaaklik of uitsluitlik ratkasse en/of transmissiestelsels van motorvoertuie uitmekaarhaal en wat daarbenewens beskermende verf met ’n kwas of sproeispuut aan sodanige eenhede aanbring;

(Opmerking: ’n Werkman-ratkasdemonteerder mag nie volledige ratkaste en/of transmissiestelsels van motorvoertuie verwyder en/of terugplaas nie.);

(77) **“werkman graad 1”** ’n werknemer wat hoofsaaklik of uitsluitlik enigeen van die volgende werksaamhede verrig:

Uitgloe- van temperwerk waar beheerde oonde en tenks gebruik word;

senterboute en klemme aan vere inmeakaarsit en vasheg;

monteerwerk verrig waar geen passing vereis word nie;

ankers en veldspoele in ’n oond bak;

drade afstroop en in soldeersel dompel;

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

remskoene en koppelaarplate bind;

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

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

in vernis, emalje of verf indompel;

draad van grootmaatvoorrade af op klein rolle draai;

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

met die hand of kraggereedskap afwerk of skuur: Met dien verstande dat in alle gevalle van presisiowerk die betrokke masjiene vooraf deur ’n vakman of vakleerling of masjienssteller gestel moet word;

feeding of asbestos teasing machine;

feeding and/or loading and/or starting and/or unloading and/or operating automatic machines;

fitting seatcovers in the manufacture of seats;

fitting hessian strips to spring seat assemblies;

filing metals, other than precision work;

fly and/or treadle and/or manual and/or power pressing and/or notching where the work is done with pre-set jigs or dies, excluding the setting of jigs or dies;

forming insulation and fitting thereof to armatures and field coils;

heating and blackening moulds for battery jumpers;

heating lead;

inspecting visually;

marking off from patterns or templates by hand;

operating special-purpose splitting machines;

operating centreless grinders;

packing component parts into sets under supervision of an operative supervisor;

preparation for buffing;

pressing of asbestos dough (hot or cold);

pre-treatment of materials by chemical processes;

proof-testing bonded brake shoes and clutch plates;

rough grinding where the machine or work is held by hand;

screwing by hand with die-heads and/or taps and/or screwing machines;

spot and/or tack welding;

straightening and/or flattening metal strips;

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

stringing and/or threading inner coils and/or spring mats;

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

stripping of dismantled springs;

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

taping coils;

testing fuel tanks and radiator units;

threading gills to tubes;

threading of bolts;

turning eyes on spring main blades to jigs;

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

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

(78) "operative, grade 2" means an employee mainly or exclusively engaged on—

soldering, tinning, sweating, continuous wire welding, welding of a repetitive nature, spot and/or tack and/or butt welding, including the removing and replacing of welding tips and the cleaning of welding tips with abrasive materials or by hand filing;

asbespluismasjiene voer;

outomatiese masjiene voer en/of laai en/of aansit en/of ontlai en/of bedien;

sitplekoortreksels aanbring by die vervaardiging van sitplekke;

goingstroke aan veersitpleksamestelle aanbring;

metale vyl, uitgesonderd presisiowerk;

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

isolasiemateriaal vorm en dit aan ankers en veldspoele aanbring;

gietvorms vir batteryverbinders verhit en swart maak;

lood verhit;

visuele inspeksies uitvoer;

afmerkwark volgens patrone of patroonplate met die hand verrig;

eendoelsplitmasjiene bedien;

senterlose slypers bedien;

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

voorbereiding vir poleerwerk;

asbesdeeg (warm of koud) pers;

voorbehandeling van materiaal deur middel van chemiese prosesse;

gebinde remskoene en koppelaarplate proeftoets;

ruwe skuurwerk waar die masjiene of werk met die hand vasgehou word;

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

puntswais en/of punthegeaiswing;

metaalstroke reguit en/of plat maak;

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

binnekronkelvere en/of veermatte deursnoer en/of deurryg;

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

gedemonteerde vere stroop;

verf, kleefstowwe of erkende bitumastik- en brandwerende of roeswerende stowwe (deklake) met 'n sproeispuut of kwas aan onderdele of komponente aanbring, maar nie metaalspuutwerk nie;

spoele met band toedraai;

brandstoftens en verkoelereenhede toets;

koelvinne aan buise sny;

skroefdraad in bote sny;

oë aan hoofveerblaie volgens setmate uitdraai;

draad met die hand of 'n masjiene van grootmaatvoorde af op spoel, tolle, rolle, ens., uitgesonderd veldspoele, draai;

artikels vir elektroplatering bedraai;

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

(78) "werkmán graad 2" 'n werknemer wat hoofsaaklik of uitsluitlik die volgende verrig:

Soldeer, vertin, aansweet, deurlooptdraadswaiswerk, sweis van 'n herhalingsaard, punt- en/of heg- en/of stuiksweiswerk, met inbegrip van die verwydering en vervanging van sweispunte en die skoonmaak van sweispunte met skuurmateriaal of handvyle;

sharpening but not re-shaping welding tips;
 placing welding tips in position;
 metal spinning with formers;
 operating but not setting machines designed or permanently adapted for a single-tool operation and where manual operations are limited to loading, starting, stopping and unloading;
 placing or winding coils into armature slots and closing slots with wedges;
 undercutting commutators;
 shaping coils;
 forming wire into coils by hand or machine;
 connecting previously tested and marked leads to commutators;
 buffing metals;
 attending to electroplating bath, stripping and/or pickling tank;
 making filler necks for tanks by means of jigs;
 pressing core sections into frames by means of clamps;
 cutting fibreglass parts to patterns or templates;
 making parts from pre-mixed plastic materials and fibreglass in preformed moulds;
 and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

(79) **"operative, grade 3"** means an employee mainly or exclusively engaged in the repetitive operation of or attending to, but not setting, semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatic operating stops and/or marks, including capstan and turret type lathes where all operations are limited by fixed stops;

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

(80) **"operative, grade 4"** means an employee mainly or exclusively engaged on—

welding with electric welding equipment and/or cutting with profile cutting machine, and setting and regulating of the heating and cutting gas mixtures of the welding or cutting equipment at the torch;

welding and/or brazing to jigs and/or to parts so formed and/or located as to obviate the need for a jig: Provided that any free-hand arc or gas welding performed by this operative, grade 4, must be restricted to welds which are—

- (a) down-hand;
- (b) of components of which the total mass does not exceed 15,0 kg;
- (c) in runs of not less than 50 identical items in the same place, with each item taking not more than 10 minutes floor to floor time; and
- (d) not in excess of 40,0 cm total length of one welding seam;

(Note: This employee may use tapes, rules and squares in the course of his duties and may, provided he is paid the prescribed setting bonus, set and adjust any machines he operates.);

(81) **"operative, grade 5"** means an employee mainly or exclusively engaged on—

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

sweisepunte skerpmaak maar nie herfatsoeneer nie;
 sweispunte in posisie plaas;
 metaalspinwerk met fatsoeneerders;
 masjiene wat bedoel is of permanent aangepas is vir werk met 'n enkele gereedschapstuk en waar handbediening beperk is tot laai-, aansit-, stopsit- en ontlaiwerk, bedien maar nie stel nie;
 spoele in ankerpleuwe plaas of wikkel en gleuwe met wie sluit;
 kommutators insny;
 spoele fatsoeneer;
 draad met die hand of 'n masjien in spoele fatsoeneer;
 vooraf getoetste en gemerkte leidings aan kommutators verbind;
 metale poets;
 elektroplateerbad, afstroop- en/of skoonbyttenk versorg;
 vulnekke vir tenks met behulp van setmate maak;
 kernseksies deur middel van klemme in rame pers;
 veselglasonderdele volgens patrone of patroonplate sny;
 onderdele uit voorafgemengde plastiek materiaal en veselglas in vooraf gevormde gietvorms maak;
 en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(79) **"werkman graad 3"** 'n werknemer wat hoofsaaklik of uitsluitlik die volgende werksaamhede verrig: Die herhalingsbediening of -versorging, uitgesonderd die stel, van halfoutomatiese masjiene, waar die werksiklus kragaangedrewe is en die eindpunt deur outomatiese stuiters en/of merke beheer word, met inbegrip van kapstaander- en rewolwertipe draaibanke waar alle werksaamhede deur vaste stuiters beperk word;

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

(80) **"werkman graad 4"** 'n werknemer wat hoofsaaklik of uitsluitlik—

sweiswerk met elektriese sweisuitrusting en/of snywerk met 'n profielsnymasjien verrig en die verhitings- en snygasmengsels van die sweis- of snyuitrusting aan die vlamsnyer stel en reguleer;

sweis en/of sweissoldeer volgens setmate en/of aan onderdele wat so gevorm en/of geplaas is dat 'n setmaat nie nodig is nie: Met dien verstande dat alle vryhandse boog- of gassweiswerk wat deur hierdie werkman graad 4 verrig word, beperk moet wees tot sweislasse—

- (a) wat na onder gedoen word;
- (b) aan komponente waarvan die totale massa hoogstens 15,0 kg is;
- (c) in reekse van minstens 50 identiese items in dieselfde plek, waar elke item hoogstens 10 minute van vloer tot vloer neem; en
- (d) wat altesaam hoogstens 40,0 cm lank in een sweismaat is;

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

(81) **"werkman graad 5"** 'n werknemer wat hoofsaaklik of uitsluitlik die volgende werksaamhede verrig:

Veselglasoplossings en/of harse meng, en/of meng werk doen met betrekking tot oplossings en/of harse;

hoeveelhede vasstel volgens formulekaarte wat vir daardie doel verskaf word en hierdie hoeveelhede meet deur middel van houers met graadverdeling;

(82) **"operative, grade A"** means an employee employed in a registered automotive engineering establishment engaged mainly or exclusively in the operation of any two single purpose machines;

(83) **"operative, grade AR"** means an employee mainly or exclusively engaged on the following duties:

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

assembling where no fitting is required;

bending and/or forming by hand operation in special-purpose jigs or formers;

bonding steel inserts to hydraulic cylinders;

bonding brake shoes, bands and clutch plates;

buffing metals;

checking parts with go-no-go gauges and/or testing devices and/or plug gauges;

cutting friction material to standard templates;

cutting and grinding of clutch liners to pre-determined size or templates;

dipping in varnish, enamels or paint;

dimantling of brakes (including air and hydraulic brakes) and/or clutch components for reconditioning;

dressing or grinding by hand or power tool: Provided that in all cases of precision dressing the machine concerned shall be preset by a journeyman or machine setter;

drilling and countersinking liners;

drilling holes previously marked out by a journeyman or machine setter or an apprentice or a trainee registered in terms of the Manpower Training Act, or machine drilling with special-purpose drilling jigs;

drilling with portable drill and capable of taking drills larger than 13 mm in diameter to templates or patterns;

feeding and/or loading and/or starting and/or unloading and/or operating automatic machines;

filing metals other than precision work;

fly and/or treadle and/or manual and/or power pressing and/or notching where the work is done with pre-set jigs or dies, excluding the setting of jigs and/or dies;

heating lead;

inspecting visually;

making up brake pipes by bending and/or forming by hand operation or in special purpose jig;

marking off from patterns or templates by hand;

mounting of components into test jigs and observing the testing of components;

operating centreless grinders;

operating but not setting machines designed or permanently adapted for a single-tool operation and where manual operations are limited to loading, starting, stopping and unloading, but excluding any operations connected with the machining of brake drums, brake discs or flywheels;

operating power press/presses, excluding setting;

packing of component parts into sets under the supervision of an operative supervisor;

(82) **"werkman graad A"** 'n werknemer wat in 'n geregistreerde motoringenieursinrigting in diens is, en wat hoofsaaklik of uitsluitlik enige twee enkeldoelmasjiene bedien;

(83) **"werkman graad AR"** 'n werknemer wat hoofsaaklik of uitsluitlik die volgende werksaamhede verrig:

Verf, kleefstowwe, erkende bitumastik- en brandwerende of roeswerende stowwe (deklae) met 'n sproei-spuut of kwas aan komponente en eenhede aanbring, maar nie metaalspuitwerk aan onderdele en komponente nie;

monteerwerk waar geen passing vereis word nie;

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

bind van staalinstelsels aan hidrouliese silinders;

remskoene, bande en koppelaarplate bind;

metale poets;

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

wrywingsmateriaal volgens standaardpatroonplate sny;

koppelaarvoerings volgens vooraf bepaalde grootte of patroonplate sny en skuur;

in vernis, emalje of verf indompel;

demonteer van remme (insluitende lug- en hidrouliese remme) en/of koppelaar-komponente om dit te vernieu;

met die hand of kraggereedskap afwerk of slyp: Met dien verstande dat in alle gevalle van presisieafwerking van die betrokke masjiene vooraf deur 'n vakman of masjienssteller gestel moet word;

boor- en versinkwerk in voerings;

gate boor wat vooraf afgemerk is deur 'n vakman of masjienssteller of 'n vakleerling of 'n kwekeling wat ingevolge die Wet op Mannekragopleiding geregistreer is of masjiensboorwerk met eendoelboorsetmate verrig;

boorwerk volgens patroonplate of patrone met 'n draagbare boor wat nie bore groter as 13 mm in diameter kan neem nie;

outomatiese masjiene voer en/of laai en/of ontlai en/of bedien;

metale vyl, uitgesonderd presisiewerk;

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

lood verhit;

visuele inspeksie uitvoer;

opmaak van remtype deur dit te buig en te vorm met die hand of in 'n spesiale-doelsetmaat;

afmerkwerk met die hand vanaf patrone of patroonplate;

komponente in toetssetmate monteer en die toetsing van komponente waarneem;

senterlose slypmasjiene bedien;

masjiene wat bedoel is of permanent aangepas is vir werk met 'n enkele gereedskapstuk en waar handbediening beperk is tot laai, aansit-, stopsit- en ontlaiwerk, bedien maar nie stel nie, maar uitgesonderd werksaamhede in verband met die masjinerie van remtommels, remskywe of vliegwiele;

'n kragpers(e) bedien, maar nie stel nie;

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

placing of welding tips in position;
 preparation for buffing;
 pre-treatment of metals for chemical processing;
 proof testing components;
 riveting;
 rough grinding where the machine or work is held by hand;
 screwing by hand with die-heads and/or taps and/or screwing machines;
 sharpening but not replacing welding tips;
 soldering, tinning, sweating, continuous wire welding, spot and/or tack and/or butt welding, including the removing and replacing of welding tips and the cleaning of welding tips with abrasive materials or by hand filing;
 straightening and/or flattening metal strips;
 striking metal, including rivet striking; rivet heating;
 stripping parts and components by hand or machines normally used by this class of operative;
 threading of bolts;

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

(84) **"operative, grade B"** means an employee employed in a registered automotive engineering establishment and who mainly or exclusively performs all work relating to the operating of any two machines, excluding a crankshaft grinder, a reborer/honer, a line borer or a diesel pump test bench and the assembling of engines;

(85) **"operative, grade BR"** means an employee mainly or exclusively engaged in the repetitive operation of or attending to, but not setting, semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatic operating stops, including capstan and turret type lathes where all operations are limited to fixed stops: Provided that this operative may not perform any operation related to the machining of brake drums, brake discs or flywheels but may set and adjust the machines he operates, provided he is paid the prescribed setting bonus;

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

(87) **"operative, grade C"** means an employee who is employed in any registered automotive engineering establishment and is engaged mainly or exclusively in—

dismantling internal combustion engines;
 removing and fitting finished cylinder liners (wet/dry);
 all cylinder head work, excluding surface grinding and manufacturing of inserts;
 polishing crankshafts;
 crack and porosity detecting;

(88) **"operative, grade CR"** means an employee mainly or exclusively engaged on—

welding with electric welding equipment and/or cutting with profile cutting machine and setting and regulating of the heating and cutting gas mixtures of the welding or cutting equipment at the torch;

welding and/or brazing to jigs and/or parts so formed as to obviate the need for a jig: Provided that any free-hand arc or gas welding performed by this operative must be restricted to welds which are—

(a) downhand;

sweispunte in posisie plaas;
 voorbereiding vir poleerwerk;
 metale vooraf behandel vir chemiese prosessering;
 komponente proeftoets;
 klinkwerk;
 ruwe skuurwerk waar die masjien of werk met die hand vasgehou word;
 skroefdraadsny met die hand met draadsnykoppe en/of moerdraad- en/of skroefdraadsmasjiene;
 sweispunte skerpmaak maar nie vervang nie;
 soldeer, vertin, aansweet, deurloopdraadswaiswerk, punt- en/of heg- en/of stuikswaising, met inbegrip van die verwydering en vervanging van sweispunte en die skoonmaak van sweispunte met skuurmateriaal of hand-vyle;
 metaalstroke reguit en/of plat maak;
 metaal, met inbegrip van klinknaels, slaan of klink; klinknaelverhitting;
 onderdele en komponente met die hand stroop of met masjiene wat gewoonlik deur hierdie klas werkman gebruik word;

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

(84) **"werkman graad B"** 'n werknemer wat in 'n geregistreerde motoringenieursbedryfsinrigting, wat hoofsaaklik of uitsluitlik alle werk verrig met betrekking tot die bediening van enige twee masjiene uitsluitende 'n krukassityper, 'n behoorder/slypmasjien, 'n lynboorder, dieselpomptoetsbank en montering van enjins;

(85) **"werkman graad BR"** 'n werknemer wat hoofsaaklik of uitsluitlik betrokke is by die herhalingsbediening of -versorging, uitgesonderd die stel, van halfoutomatiese masjiene waar die werksiklus kragaangedrewe is en die eindpunt deur outomatiese stuiters beheer word, met inbegrip van kapstaander- en rowolwertipe-draaibanke waar alle werksaamhede deur vaste stuiters beperk word: Met dien verstande dat hierdie werkman nie 'n werksaamheid in verband met die masjinerie van remtrommels, remskywe of vliegwieler mag verrig nie maar dat hy die masjiene wat hy bedien, kan stel en regstel, mits hy die voorgeskrewe bonus vir die stelwerk betaal word;

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

(87) **"werkman graad C"** 'n werknemer wat in enige geregistreerde motoringenieursbedryfsinrigting in diens is en wat hoofsaaklik of uitsluitlik werksaam is op—

binnebrandenjins demonteer;
 verwyder en terugsit van silindervoerings (nat/droog);
 alle silinderkopwerk, uitsluitende vlakslyping en vervaardiging van insetsels;
 polering van krukaste;

kraak- en poreusheidsopsoring;

(88) **"werkman graad CR"** 'n werknemer wat hoofsaaklik of uitsluitlik—

sweiswerk met elektriese sweisuitrusting en/of snywerk met 'n profielsnymasjien verrig en die verhittings- en snygasmengsels van die sweis- of snyuitrusting aan die vlamsnyer stel en reguleer;

sweis- en/of sweissoldeerwerk volgens setmate en/of aan onderdele wat só gevorm is dat 'n setmaat nie nodig is nie: Met dien verstande dat alle vryhandse boog- of gassweiswerk wat deur hierdie werkman verrig word beperk moet wees tot sweislasse—

(a) wat na onder gedoen word;

(b) of components of which the total mass does not exceed 15,0 kg;

(c) not in excess of 40,0 cm total length of one welding seam;

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

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

assembling by drilling of relevant materials where necessary, by bolting and/or riveting and/or screwing and/or tack-welding parts together;

positioning of lamps, including lengthening or shortening flex as necessary from a temporary position or a position rendered unsuitable through the fitting of a body;

from cabs, commercial vehicle chassis received for bodying, removing for safe-keeping instrument panels, including electrical connections, switchboards, surge tanks and pipes, heat and oil gauges and temporary driver seats, and disconnecting all electrical wiring on such chassis from starter motors, generators, regulators and auxiliary circuits;

installing and fastening cables to new motor chassis, to new trailer chassis or to new trailer caravans by means of clips or bolts;

connecting cables to light points or fittings already in position;

sewing or tacking seat and squab covers by hand or machine;

padding and closing flutes and bolsters by hand;

machining timber to pre-set lengths or thicknesses;

machining timber components on wood-working machines to jigs or stops;

cutting materials to pre-set dimensions;

marking off and cutting, bending, forming and/or blanking all materials to patterns or templates by hand or pre-set machine under the supervision of a journeyman or apprentice, including, where necessary, the fastening of special-purpose clamps on machines concerned;

in relation to the mixing of fibreglass solutions and/or resins, determining from formula charts, provided for the purpose, the quantities of constituent materials required, measuring these materials by means of graduated vessels and mixing;

using simple linear measuring devices and/or combination squares;

operating a fibreglass chopper gun;

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

(90) **"operative, grade DV"** means an employee mainly or exclusively engaged in applying by brush and/or spray gun any primer or paint to the interior or exterior of motor vehicles, other than the final exterior coats to coach finished bodies, excluding colour matching but including paint mixing in accordance with prescribed formulae; and mixing and/or testing of chemicals to a predetermined formula for pretreatment of metals in chemical baths;

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

(b) aan komponente waarvan die totale massa hoogstens 15,0 kg is;

(c) wat altesaam hoogstens 40,0 cm lank in een sweismaat is;

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

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

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

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

instrumentpanele, waaronder elektriese verbindings, skakelbode, stuwingsstanks en pype, hitte- en oliemeters en tydelike drywersitplekke vir veilige bewaring verwyder van kajuitlose handelsvoertuigonderstelle wat ontvang word om bakke daarop te sit, en alle elektriese bedrading aan sodanige onderstelle vanaf die aansittermotore, generators, reëlaars en hulpkringe ontkoppel;

kabels in nuwe motoronderstelle, nuwe sleepwaonderstelle of nuwe sleepwacaravane installeer en deur middel van knippe of boute vassit;

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

oortreksels vir sitplekke en rugleuningkussings met die hand vaswerk of vasspyker;

ribbe en kussings met die hand opstop en toewerk;

hout volgens vooraf gestelde lengtes of diktes masjineer;

houtkomponente op houtwerkmasjiene volgens setmate of stuiters masjineer;

materiaal volgens vooraf gestelde afmetings sny;

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

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

gebruik maak van eenvoudige lengtemeettoestelle en van kombinasiewinkelhake;

'n veselglaskapmes bedien;

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

(90) **"werkman graad DV"** 'n werknemer wat hoofsaaklik of uitsluitlik die volgende werk doen: 'n Onderlaag of verf met behulp van 'n kwas en/of sproeispuut aan die binne- of buitekant van motorvoertuie aanbring, uitgesonderd die finale lae aan die buitekant van voorbeide voertuigbakke en uitgesonderd kleurpassing, maar met inbegrip van die meng van verf ooreenkomstig voorgeskrewe formules; en die meng en/of toets van chemikalieë volgens 'n vooraf bepaalde formule vir die voorbehandeling van metale in chemiese badde;

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

(91) **"operative radio/alarm fitter"** means an employee who is employed only in workshops engaged mainly or exclusively in the installation, servicing, repairing and maintenance of radios and/or alarms, who installs, services, repairs and maintains radios and/or alarms and/or immobilisers and/or cruise controls;

(92) **"operative sunroof fitter"** means an employee mainly or exclusively engaged on the fitting of sunroofs to motor vehicles;

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

(94) **"operative upholsterer"** means an employee mainly or exclusively engaged in—

stripping and/or fitting of vinyl tops to motor vehicles;

sewing or tacking seat and/or squab covers, padding and/or lining by hand and/or machine;

stripping and/or repairing seats, mats, hoodlinings, and/or upholstery of motor vehicles;

(95) **"operative wheel balancer"** means an employee engaged in any establishment mainly or exclusively on the sale of new and reconditioned tyres and who is permitted to balance wheels by using any machine designed to balance wheels on or off a motor vehicle;

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

(97) **"part-time employee"** means a clerical employee who is employed by the same employer for not more than five hours in the aggregate on any one day;

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

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

(100) **"qualified"**, in relation to employees set out in the Schedule hereunder, means employees who have had not less than the periods of experience set out in the Schedule:

SCHEDULE

Shop assistant, sales person and/or clerical employee: Three years;

motor vehicle sales person and/or traveller: One year;

supply sales person: Three years;

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

(102) **"radiator repairer"** means an employee mainly or exclusively in one or more of the following operations:

Operating pre-set crimping or forming machines;

(91) **"werkman-radio/alarmmonteur"** 'n werknemer wat slegs werkzaam is in 'n werkwinkel wat hoofsaaklik of uitsluitlik die installasie, instandhouding, herstel en onderhoud van radio's en/of alarms betrokke is, wat radio's en/of alarms en/of immobiliseerders en/of spoed-beheerkontroles installeer, instandhou, herstel en onderhou;

(92) **"werkman-sondakmonteur"** 'n werknemer wat hoofsaaklik of uitsluitlik sondakke op motorvoertuie monteer;

(93) **"werkman-toesighouer"** 'n werknemer wat hoofsaaklik of uitsluitlik toesig hou oor die werk van alle werkers in werkmán-klasse en algemene werkers;

(94) **"werkman-stoffeerder"** 'n werkmán wat hoofsaaklik of uitsluitlik—

vinieelkappe van motorvoertuie stroop en/of daarop aanbring;

oortreksels vir sitplekke en/of rugleuningkussings, bekleding en/of voering met die hand of 'n masjien vasswerk of vasspyker;

sitplekke, matte, kapvoerings en/of stoffering van motorvoertuie stroop en/of herstel;

(95) **"werkman-wielbalanseerder"** 'n werkmán wat in 'n bedryfsinrigting hoofsaaklik of uitsluitlik nuwe en vernieude bande verkoop en wat toegelaat word om wiele te balanseer deur gebruik te maak van 'n masjien wat ontwerp is om wiele te balanseer wanneer hulle aan 'n motorvoertuig is of los van 'n motorvoertuig is;

(96) **"parkering en/of bewaring van motorvoertuie—onderneming in verband met"** 'n onderneming wat gedryf word vir wins en waarin motorkarre ontvang word vir bewaring, hetsy vir kort of vir lang tydperke en afgesien daarvan of die bedryfsinrigting of sodanige onderneming 24 uur per dag of korter oop is;

(97) **"deeltydse werknemer"** 'n klerk wat hoogstens vyf uur altesaam op 'n bepaalde dag by dieselfde werk-gewer in diens is;

(98) **"patroonsnyermaker"** 'n werknemer wat hoofsaaklik of uitsluitlik snylemme volgens 'n patroon of patroonplaat buig en dit in 'n steunvlak of -rug invoeg;

(99) **"stukwerk"** 'n stelsel waarvolgens verdienste uitsluitlik op die hoeveelheid of omvang van gedane werk gebaseer word;

(100) **"gekwalfiseer"**, ten opsigte van die werknemers wat in die Bylae hieronder gemeld word, werknemers met minstens die tydperke ondervinding in die Bylae uiteengesit:

BYLAE

Winkelassistent, verkoopspersoon en/of klerk: Drie jaar;

motorvoertuigverkoopspersoon en/of handelsreisiger: Een jaar;

leweransier-verkoopspersoon: Drie jaar;

(101) **"gehaltekontroleur"** 'n werknemer wat hoofsaaklik of uitsluitlik vervaardigde of halfvervaardigde komponente kontroleer deur middel van 'n meetband, meetstok of instrument, uitgesonderd 'n mikrometer, ten einde te verseker dat hulle binne die aangewese grense val en wie se handeling na sodanige kontrolering beperk is om verslag te doen aan 'n meerdere: Met dien verstande dat 'n gehaltekontroleur 'n mikrometer in die loop van sy pligte kan gebruik indien die voorgeskrewe mikrometerbonus aan hom betaal word;

(102) **"verkoelerhersteller"** 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende werk-saamhede verrig:

'n Voorafgestelde riffel- of vormmasjien bedien;

cutting waterway and fin metal strips to set lengths;
 manipulating return-folding machines;
 framing core sections by means of press into required sizes;
 cleaning and tinning;
 dipping cores into acid baths and solder vats;
 sweating water vessels to cores;
 sweating side walls to cores;
 sweating tubes and tube plates;
 making filler necks to jigs;
 dismantling radiators;

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

(104) **"Region BR"** means those areas defined as "Area A (BR)", "Area B (BR)" and "Area C (BR)";

(105) **"Region EP"** means those areas defined as "Area A (EP)", "Area B (EP)" and "Area C (EP)";

(106) **"Region NL"** means the Province of Natal as it existed prior to the promulgation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993), and the Magisterial District of Mount Currie;

(107) **"Region OFS & NC"** means those areas defined as "Area A (OFS & NC)", "Area B (OFS & NC)" and "Area C (OFS & NC)";

(108) **"Region TVL"** means the Province of the Transvaal as it existed prior to the promulgation of the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993);

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

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

(111) **"relief employee"** means an employee who is temporarily employed—

(a) for a period of not more than 28 calendar days in any six months for the purposes of carrying out the duties of an employee who is absent from work; or

(b) for a period of not more than six months in any year for the purposes of carrying out the duties of an employee who is on maternity leave or extended sick leave;

Provided that upon engagement of a relief employee he must be handed a letter of appointment stating that his employment is in terms of clause 2 (111) of Division A of this Agreement;

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

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

(b) replaces, without making final electrical connections except where these are of the clip-on or plug-in type:

Alternators;
 bodies;
 body mouldings;

waterpype en metaalstroke vir vinne volgens vasgestelde lengtes sny;
 terugvoumasjiene hanteer;
 kernstukke deur middel van 'n pers volgens die vereiste groottes vorm;
 skoonmaak en vertin;
 kernstukke en suurbaddens en soldeervate indompel;

waterhouers aan kernstukke vassweet;

symure aan kernstukke vassweet;

buisse en buisplate vassweet;

vulnekke volgens setmaat maak;

verkoelers uitmekaarhaal;

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

(104) **"Streek BR"** die gebiede omskryf as "Gebied A (BR)", "Gebied B (BR)" en "Gebied C (BR)";

(105) **"Streek OP"** die gebied omskryf as "Gebied A (OP)", "Gebied B (OP)" en "Gebied C (OP)";

(106) **"Streek NL"** die provinsie Natal soos dit bestaan het onmiddellik voor die datum van inwerking-treding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993), en die landdrosdistrik Mount Currie;

(107) **"Streek OVS & NK"** die gebied omskryf as "Gebied A (OVS & NK)", "Gebied B (OVS & NK)" en "Gebied C (OVS & NK)";

(108) **"Streek TVL"** die provinsie Transvaal soos dit bestaan het onmiddellik voor die datum van inwerking-treding van die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet No. 200 van 1993);

(109) **"Streek WP"** die gebiede omskryf as "Gebied A (WP)", "Gebied B (WP)" en "Gebied C (WP)";

(110) **"Streekraad"** 'n komitee wat die Raad ooreenkomstig sy konstitusie as sodanige aangestel het;

(111) **"aflosklerk"** 'n werknemer wat tydelik in diens geneem word—

(a) vir 'n tydperk van hoogstens 28 kalenderdae in enige ses maande vir die doel om die werk uit te voer van 'n werknemer wat van sy werk afwesig is; of

(b) vir 'n tydperk van hoogstens ses maande in enige jaar vir die doel om die werk uit te voer van 'n werknemer wat met kraamverlof of verlengde siekte verlof is;

Met dien verstande dat by aanstelling van 'n aflosklerk 'n aanstellingsbrief aan hom/haar oorhandig moet word wat meld dat sy/haar aanstelling kragtens klousule 2 (111) van Afdeling A van die Hoofdooreenkoms is;

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

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

(b) sonder om die finale elektriese verbindings behalwe waar hulle van die knipskakelaar- of inpropskakelaar-tipes is aan te bring, die volgende vervang:

Alternators;
 bakke;
 baklyswerk;

bonnets;	enjinkappe;
brake drums, except where the drum and hub are one complete unit;	remtrommels, uitgesonderd waar die trommel en naaf 'n volledige eenheid vorm;
bulbs;	gloeilampies;
bumpers;	stampers;
cables, excluding electrical;	kabels, uitgesonderd elektriese kabels;
cable levers;	kabelhefbome;
cable linkages;	kabelskakelings;
carburettors;	vergassers;
cabs;	kajuite;
clutch cylinders;	koppelaarsilinders;
coil springs;	kronkelvere;
cooling systems, excluding air conditioning;	verkoelingstelsels, uitgesonderd lugversorging;
cylinder heads, without torquing;	silinderkoppe, sonder om hulle vas te draai;
doors;	deure;
door handles;	deurhandvatsels;
drive shafts, excluding front-wheel drive;	dryfasse, uitgesonderd voorwielaandrywing;
engine assemblies;	enjinsamestelle;
engine mountings;	enjinmonterings;
engine mud trays;	enjinmodderpanne;
exhaust systems;	uitlaatstelsels;
floor boards;	vloerplanke;
floor covers;	vloerbedekking;
flywheel covers—detachable;	viiegwieldeksels—verwyderbaar;
fuel pipes;	brandstofpype;
fuel pumps, excluding injection pumps; fuel tanks;	brandstofpompe, uitgesonderd inspuitpompe;
gearbox assemblies;	brandstoftenks;
gearbox mountings;	ratkassamestelle;
generators;	ratkasmonterings;
glass;	generators;
gravel pans;	glas;
grills;	gruispanne;
handrail brackets;	roosters;
heaters;	handrelingsklampe;
lamps;	verwarmers;
manifolds;	lampe;
mudguards;	sputstukke;
oil filters or strainers and the cleaning thereof;	modderskerms;
panels—exterior or interior, and fittings other than where welded;	oliefilters of -siwwe en die skoonmaak daarvan;
clutch and pressure plates;	panele, buite of binne, en toebehore, uitgesonderd waar dit gesweis is;
propeller shafts;	koppelaar- en drukplate;
radiators;	dryfasse;
radiator plugs;	verkoelers;
radios and tape recorders, excluding the final electrical connections;	verkoelerproppe;
rear body lights;	radio's en bandopnemers, maar nie die finale elektriese verbinding daarvan nie;
running boards;	agterbakligte;
seats;	treeplanke;
seat covers;	sitplekke;
self starters;	sitplekoortreksels;
shells;	aansitters;
shock absorbers;	doppe;
springs, leaf front and rear;	skokbrekers;
striker plates;	voorstes en agterstes bladvere;
sump nuts and bolts;	aanslagplate;
valances;	oliebakmoere en -boute;
valve covers;	skerms;
waterhoses;	klepdeksels;
window frames;	waterslange;
window winders, manual;	vensterrame;
	handruitslingers;

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

(d) sets clocks to correct time;

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

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

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

(h) balances wheels with any machine made to balance wheels;

(i) in relation to any vehicle—

(i) checks and reports on the operation of—

all electrical consumer points;

front seat adjusters;

direction indicators;

clocks;

door and window handles;

doors, locks and keys;

windscreen wiper and washers;

Provided that any defects reported by a repair shop assistant shall not be rectified by an employee other than a journeyman, B/A journeyman or an apprentice;

(ii) checks, adjusts and, if necessary, replaces—

choke, bonnet, starter, hand throttle and heater, vent and cooling system cables;

hose connections for water leaks;

all electrical connections for tightness;

clocks;

direction indicators, door and window handles;

doors, door rubbers, locks and keys;

generator and alternator belts for correct tension;

windscreen wipers and washers;

(j) drilling holes to templates;

(k) in a workshop engaged exclusively in motor cycle and/or scooter repairs, assembles and/or strips units, other than engines, electrical fittings, telescopic forks, hydraulic shock absorbers and controls;

(l) dismantles or strips down components but shall exclude—

differentials, gearboxes, complete engines, power steerings, components controlled by computerisation, control devices on front-wheel drives (trans-axes);

Provided that the performance of any of the operations enumerated in this definition shall not be construed as permitting the performance of any journeyman's work incidental to such operations;

(Note: The number of repair shop assistants that may be employed in any one establishment is governed by the ratio provisions of clause 13 of Chapter I of Division C of this Agreement.);

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

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

(d) uurwerke volgens die korrekte tyd stel;

(e) veiligheids gordels aanbring in voertuie waar daar ankerpunte is;

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

(g) met betrekking tot voertuie, lekke in bakke met vulsel herstel en lekke in die ewenaar en ratkas van enjin herstel deur vas te draai;

(h) wiele balanseer met 'n masjien wat bedoel is om wiele mee te balanseer;

(i) met betrekking tot voertuie—

(i) die volgende nagaan en oor die werking daarvan verslag doen:

Alle elektriese verbruikspunte;

regstellers van voorste sitplekke;

rigtingaanwysers;

uurwerke;

deur- en vensterhandvatsels;

deure, slotte en sleutels;

ruitveërs en spuite;

Met dien verstande dat defekte wat deur 'n herstelwinkel-assistent gerapporteer word, slegs deur 'n vakman, B/A-vakman of vakleerling reggestel mag word;

(ii) die volgende nagaan, regstel en, indien nodig, vervang:

Smookklep, enjinkap, aansitter, handversneller en verwarmers, ventileerkabels en verkoelingstelselkabels;

slangverbindinge om te kyk of daar nie water uitlek nie;

alle elektriese verbindinge om te sorg dat dit stewig is;

uurwerke;

rigtingaanwyser, deur- en vensterhandvatsels;

deure, deurrubbers, slotte en sleutels;

generator- en alternatorbande om te sorg dat dit die regte spanning het;

ruitveërs en -spuite;

(j) gate boor volgens patroonplate;

(k) in 'n werkwinkel wat uitsluitlik motorfiets en/of bromponies herstel, eenhede monteer en/of stroop, uitgesonderd enjins, elektriese toebehore, teleskopiese vurke, hidrouliese skokbrekers en kontroles;

(l) komponente uitmekaar haal of stroop, maar moet die volgende uitsluit:

Ewenare, ratkaste, volledige enjins, kragstuurmechanismes, komponente wat deur rekenaars beheer word, kontroletoestelle op voorwiel aandrywings (transasse);

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

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

(113) "herhalingswerk" werk verrig deur 'n werknemer wat gedurig by een of meer herhalingsprosesse betrokke is;

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

(Note: The number of scooter workers that may be employed in any one establishment is governed by the ratio provisions of clause 13 of Chapter I of Division C of this Agreement.);

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

(116) **"senior quality controller"** means an employee employed in a registered manufacturing establishment who is responsible for the quality acceptance of products during or after the assembly or manufacturing process and who may read detailed drawings and use sophisticated precision measuring instruments in the course of his duties;

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

(118) **"shift"** means the number of hours, excluding overtime, which an employer is permitted to work his employees on any day in the normal course of employment;

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

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

(120) **"short time"** means a temporary reduction in the number of ordinary hours of work owing to slackness or the exigencies of trade, shortage of material, a general breakdown of plant or machinery caused by accident, or other unforeseen contingency and/or circumstances beyond the employer's control, stock-taking or stoppage of work granted at the request of a majority of the employees in the establishment or part thereof;

(114) **"bromponiewerker"** 'n werknemer wat hoofsaaklik of uitsluitlik onder toesig van 'n vakman, motor- of motorfietswerktuigkundige, bromponies inmeekaarsit en/of uitmeekaarhaal, uitgesonderd die uitmeekaarhaal of imekaarsit van hul enjins, elektriese toebehore, transmissiesamestelle, teleskopiese vurke, hidrouliese skokbrekers en kontrolers;

(Opmerking: Die getal bromponiewerkers wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingbepalings van klousule 13 van Hoofstuk I van Afdeling C van hierdie Ooreenkoms.);

(115) **"masjienstikker"** 'n werknemer wat hoofsaaklik of uitsluitlik met die hand of 'n masjien stik;

(116) **"senior gehaltekontroleur"** 'n werknemer wat in 'n geregistreerde vervaardigingsinrigting in diens is wat verantwoordelik is vir die gehalteaanvaarding van produkte tydens die montering of vervaardigingsproses en wat in die loop van sy pligte gedetailleerde tekeninge mag lees en gesofistikeerde fyngereedskap mag gebruik;

(117) **"diensverkoper"** 'n vakman wat hoofsaaklik of uitsluitlik implemente, masjinerie, uitrusting of toestelle olie, smeer, skoonmaak en regstel of herstel; wat daarbenewens bestellings kan neem vir die herstel en vir die verkoop en/of lewering van sodanige implemente, masjinerie, uitrusting of toestelle of bybehore of materiaal vir gebruik in verband met sodanige implemente, masjinerie, uitrusting of toestelle, en wat sodanige nuwe of herstelde goedere kan aflewer en geld kan invorder, en omvat dit ook persone wat ten tyde van die inwerking-treding van hierdie Ooreenkoms in diens is as diensverkopers soos omskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 323 van 24 Februarie 1956 (soos gewysig), maar wat nie aan die omskrywing van "vakman" soos in hierdie Ooreenkoms vervat, voldoen nie;

(118) **"skof"** die getal ure, uitgesonderd oortydure, wat 'n werkgewer sy werknemer op 'n bepaalde dag in die gewone loop van hul diens kan laat werk;

(119) **"winkelassistent/verkoopspersoon"** 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde werksaamhede verrig in of by 'n bybehorewinkel of 'n motorvoertuigverkooplokaal en/of vertoonlokaal en/of enige ander bedryfsinrigting waarop of waaruit motorvoertuie verkoop word:

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

(120) **"korttyd"** 'n tydelike vermindering van die getal gewone werkure as gevolg van 'n slapte in of die vereistes van die handel, 'n tekort aan materiaal, 'n algemene onklaarraking van installasie of masjinerie weens 'n ongeluk of ander onvoorsiene gebeurtenis en/of omstandighede buite die beheer van die werkgewer, voorraadopname of 'n stopsetting van werk wat toegestaan is op versoek van 'n meerderheid van die werknemers in die bedryfsinrigting of 'n gedeelte daarvan;

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

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

(123) **"supervisor, grade 3"** means an employee employed in a registered manufacturing establishment who supervises the activities of operative grade 2 employees;

(124) **"supervisor, grade 4"** means an employee employed in a registered manufacturing establishment who supervises the activities of operative grade 3 employees;

(125) **"supervisor, grade 5"** means an employee employed in a registered manufacturing establishment who supervises the activities of operative, grade 4 employees;

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

changing plugs and oil filters;

changing, fitting and tightening fan belts;

fitting new battery cables and globes;

changing oil in air filters;

minor adjustments to carburettors and other similar adjustments, but who may not carry out mechanical repairs;

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

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

(a) the sale and/or supply to them of goods for resale and/or for use or consumption by such traders or other persons; and/or

(b) the reconditioning, remanufacturing or rebuilding of any motor vehicle component and who may in addition collect money on behalf of such establishment;

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

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

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

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

(122) **"toesighouer"** 'n werknemer wat deur die werk-gewer aan die hoof geplaas word van 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting waarin daar vulkaniseerwerk verrig word, om werk aan die werknemers in sodanige bedryfsinrigting of gedeelte van 'n bedryfsinrigting toe te wys en toesig oor sodanige werk te hou terwyl dit in die bedryfsinrigting of gedeelte van 'n bedryfsinrigting aan die gang is, en sodanige toesig-houding het betrekking op die werksaamhede wat met vulkaniseerwerk in verband staan;

(123) **"toesighouer, graad 3"** 'n werknemer wat in 'n geregistreerde vervaardigingsinrigting in diens is en toesig hou oor die werksaamhede van werkman graad 2-werknemers;

(124) **"toesighouer, graad 4"** 'n werknemer wat in 'n geregistreerde vervaardigingsinrigting in diens is en toesig hou oor die werksaamhede van werkman graad 3-werknemers;

(125) **"toesighouer, graad 5"** 'n werknemer wat in 'n geregistreerde vervaardigingsinrigting in diens is en toesig hou oor die werksaamhede van werkman graad 4-werknemers;

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

die vonkproppe en oliefilters vervang;

waaierbande vervang, aanbring en stywer maak;

nuwe batterykabels en gloeilampe insit;

die olie in lugfilters vervang;

geringe regstelwerk verrig aan vergassers en ander dergelike regstelwerk doen, maar wat geen werktuigkundige herstelwerk mag verrig nie;

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

(128) **"handelsreisiger"** 'n werknemer wat as reisende verteenwoordiger van 'n bedryfsinrigting namens sodanige bedryfsinrigting hoofsaaklik of uitsluitlik bestellings van behoorlik gelisensieerde handelaars en/of ander persone vra of werf of opneem vir—

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

(b) die vernuwing, hervervaardiging of herbou van motorvoertuigkomponente en wat daarbenewens geld namens sodanige bedryfsinrigting kan invorder;

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

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

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

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

(133) **"wage"** means the amount of money payable to an employee in respect of his ordinary hours of work as prescribed in this Agreement:

Provided that—

(a) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in this Agreement for such employee, it shall mean such higher amount;

(b) the provisions of proviso (a) to this definition shall not be construed so as to refer to or include any remuneration which an employee who is employed on any piece-work or commission basis provided for in clause 5 of Division A received over and above the amount which he would have received if he had not employed on such basis;

(Note: The amount of money payable to an employee is prescribed in clause 3 of Division B, clause 3 of Chapter I of Division C, clause 4 of Part I of Chapter II of Division C, clause 5 of Part II of Chapter II of Division C, clause 4 of Chapters III, IV and V of Division C, and his ordinary hours of work are prescribed in clause 4 of Division B, clause 4 of Chapter I of Division C, clause 5 of Part I of Chapter II and clause 5 of Part II of Chapter II and clause 5 of Chapters III, IV of Division C.);

(134) **"watchman"** means an employee primarily occupied on—

(a) guarding the premises and/or goods of the employer; and/or

(b) controlling the access to and departure from the premises of his employer of persons as indicated by such employer; and/or

(c) keeping a written log of access and departure as contemplated in subparagraph (b) above; and/or

(d) on the instructions of his employer, carrying out the physical searching of any person or vehicle entering or leaving his employer's premises;

(135) **"week"** means—

(a) for the purposes of clauses 11 (Returns to the Council) and 18 (Motor Industry Development Fund) of the Administrative Agreement, a period of seven consecutive days commencing at midnight on a Sunday;

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

(136) **"wheel alignment worker"** means an employee employed at any establishment wherein, whereon or wherefrom the repairing, selling, vulcanising and/or retreading of tyres is carried on who has successfully completed the prescribed training course in wheel alignment at any of the group training centres;

[Note: This employee will be required to successfully complete a training course approved by the Council from time to time but will not be permitted to work hours other than as prescribed in clauses 4 and 14 (2) of Chapter I, Division C.];

(137) **"workshop administrative staff"** means clerical and/or spares sales employees employed mainly in conjunction with any of the activities specified in paragraphs (a), (b), (c), (d) and (j) of the definition of "Motor Industry";

(132) **"vulkaniseerder se werkmán"** 'n werkswinkel-werknemer, uitgesonderd 'n vakman, toesighouer, algemene werker of vakleerling, wat vulkaniseerwerk verrig in 'n vulkaniseerinrigting en wat wiele kan balanseer met 'n masjien wat bedoel is om wiele te balanseer wanneer hulle los van die voertuig af is;

(133) **"loon"** die bedrag aan die werknemer betaalbaar ten opsigte van sy gewone werkure soos in hierdie Ooreenkoms voorgeskryf:

Met dien verstande dat—

(a) indien 'n werkgewer 'n werknemer gereeld vir dié gewone werkure 'n hoër bedrag betaal as wat in hierdie Ooreenkoms vir so 'n werknemer voorgeskryf word, dit dié hoër bedrag beteken;

(b) voorbehoudsbepaling (a) van hierdie omskrywing nie so uitgelê mag word dat dit besoldiging bedoel of insluit wat 'n werknemer, wat in diens is op 'n stukwerk- of kommissiegrondslag in klousule 5 van Afdeling A bepaal, ontvang het benewens die bedrag wat hy sou ontvang het indien hy nie op sodanige grondslag in diens was nie;

(Opmerking: Die bedrag aan 'n werknemer betaalbaar word voorgeskryf in klousule 3 van Afdeling B, klousule 3 van Hoofstuk I van Afdeling C, klousule 4 van Deel I van Hoofstuk II van Afdeling C, klousule 5 van Deel II van Hoofstuk II van Afdeling C, klousule 4 van Hoofstukke III, IV en V van Afdeling C, en sy gewone werkure word voorgeskryf in klousule 4 van Afdeling B, klousule 4 van Hoofstuk I van Afdeling C, klousule 5 van Deel I van Hoofstuk II en klousule 5 van Deel II van Hoofstuk II en klousule 5 van Hoofstukke III, IV en V van Afdeling C.);

(134) **"wag"** 'n werknemer wat hoofsaaklik—

(a) die perseel en/of goedere van die werkgewer bewaak; en/of

(b) in opdrag van sodanige werkgewer beheer uitoefen oor persone wat toegang verkry tot en persone wat vertrek vanaf sy werkgewer se perseel; en/of

(c) skriftelike aantekeninge hou van persone wat toegang verkry tot of persone wat vertrek vanaf die perseel, soos in subparagraaf (b) hierbo bedoel; en/of

(d) op las van sy werkgewer alle persone of voertuie wat sy werkgewer se perseel binnegaan of verlaat, fisies deursoek;

(135) **"week"**—

(a) vir die toepassing van klousules 11 (Opgawes aan die Raad) en 18 (Motornywerheidsontwikkelingsfonds) van die Administratiewe Ooreenkoms, 'n tydperk van sewe agtereenvolgende dae, beginnende om middernag op 'n Sondag;

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

(136) **"wielsporingswerker"** 'n werknemer in diens by 'n bedryfsinrigting waarin, waarop of waaruit bande herstel, verkoop, gevulkaniseer en/of versool word, wat die voorgeskrewe opleidingskursus in wielsporing by enigeen van die groepopleidingsentrums suksesvol voltooi het;

[Opmerking: Hierdie werknemer moet van tyd tot tyd 'n opleidingskursus wat deur die Raad goedgekeur is suksesvol voltooi maar word nie toegelaat om ure te werk nie behalwe dié in klousules 4 en 14 (2) van Hoofstuk I, Afdeling C, voorgeskryf.];

(137) **"werkswinkeladministrasiepersoneel"** klerke en/of onderdeelverkoopswerknemers wat hoofsaaklik enigeen van die werksaamhede in paragrawe (a), (b), (c), (d) en (j) van die omskrywing van "Motornywerheid" vermeld, verrig;

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

- (a) clause 3 of Chapter I of Division C;
- (b) clause 4 of Part I of Chapter II of Division C;
- (c) clause 5 of Part II of Chapter II of Division C;
- (d) clause 4 of Chapters III, IV and V of Division C.

CLAUSE 3: TERMINATION OF SERVICE

(1) An employer or his employee for whom wages are prescribed in this Agreement, except for employers and employees covered in terms of Division B of this Agreement, who gives notice to terminate a contract of employment shall give not less than one day's notice in the first week of employment and after the first week of employment, not less than one week in the case of weekly-paid employees and two weeks in the case of monthly-paid employees: Provided that an employer or employee may terminate the contract without notice by paying or forfeiting to the employee/employer, as the case may be, an amount equal to that which the employee is earning during a week at the time of such termination:

Provided further that this subclause shall not affect—

- (a) the right of an employer or employee to terminate the contract without notice for misrepresentation or any cause recognised by law as sufficient;
- (b) a written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (c) the right of an employer to claim whatever notice forfeiture is applicable in the case of an employee who deserted:

Provided further that where the earnings of an employee at the date of termination have been reduced by deductions in respect of shorttime the expression "is earning during a week at the time of such termination" shall be deemed to mean "would have received at the time of such termination if no deductions had been made in respect of shorttime".

(2) Where there is an agreement in terms of the second proviso to subclause (1), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

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

- (i) the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on annual leave or any period of military service;
- (ii) notice shall not be given during an employee's absence on sick leave granted either in terms of clause 11 of Division A or any sick fund scheme conducted by the Council unless such employee is permanently unfit for normal work.

(4) Notwithstanding anything to the contrary contained in this Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to in subclauses (1) and (2) above, the employer shall be entitled to recover such amount from other benefits (if any) accruing to such employee at the time of his desertion.

(5) Except in the case of an illiterate employee, notice in terms of subclause (1) shall be given in writing.

(138) "werkwinkelwerknemer" 'n werknemer, uitgesonderd 'n skoonmaker of 'n algemene werker, vir wie lone voorgeskryf word in—

- (a) klousule 3 van Hoofstuk I van Afdeling C;
- (b) klousule 4 van Deel I van Hoofstuk II van Afdeling C;
- (c) klousule 5 van Deel II van Hoofstuk II van Afdeling C;
- (d) klousule 4 van Hoofstukke III, IV en V van Afdeling C.

KLOUSULE 3: DIENSBEÏNDIGING

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

Met dien verstande voorts dat—

- (a) die reg van 'n werkgewer of sy werknemer om die kontrak op wanvoorstelling of 'n regseldige grond sonder kennisgewing te beëindig;
- (b) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as dié wat in hierdie klousule voorgeskryf word;
- (c) die reg van 'n werkgewer om die toepaslike kennisgewingverbeuring op te eis in die geval van 'n werknemer wat gedros het;

nie deur hierdie subklousule geraak word nie:

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

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) is, moet die betaling of verbeuring in plaas van kennisgewing ooreenstem met die kennisgewingstermyn waarvoor daar ooreengekom is.

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

- (i) die kennisgewingstermyn nie mag saamval met en die kennisgewing nie mag geskied gedurende 'n werknemer se afwesigheid met jaarlikse verlof of 'n tydperk van militêre diens nie;
- (ii) kennis nie moet geskied gedurende 'n werknemer se afwesigheid met siekteverlof wat toegestaan is óf ingevolge klousule 11 van Afdeling A óf 'n siektefondsskema van die Raad nie tensy so 'n werknemer permanent ongeskik vir gewone werk is.

(4) Ingeval die geld wat 'n werkgewer aan 'n werknemer in die vorm van loon verskuldig is onvoldoende is vir die volle bedrag van die verbeuring in subklousules (1) en (2) hierbo bedoel, is die werkgewer, ondanks andersluidende bepalings in hierdie Ooreenkoms, daarop geregtig om sodanige bedrag af te trek van ander voordele (indien daar is) wat ten tyde van die diensverlating van sodanige werknemer aan die werkgewer verskuldig is.

(5) Behalwe in die geval van 'n ongeletterde werknemer, word kennis kragtens subklousule (1) skriftelik gegee.

CLAUSE 4: OUTWORK

No employee shall —

(a) solicit or take orders for or undertake any work falling within the scope of the Motor Industry as defined in this Agreement, whether for gain or not, other than for his employer: Provided that this paragraph shall not be construed to prohibit an employee from working on a motor vehicle registered in his own name;

(b) engage in trading in motor vehicles or accessories on his own account or on behalf of any person or firm other than his employer.

CLAUSE 5: PIECE-WORK AND COMMISSION WORK

(1) *Piece-work.* (a) Piece-work may not be given out or performed unless with the consent of the Regional Council concerned.

(b) Whenever piece-work is performed, an employee so employed shall be paid the full amount earned by him under the piece-work rates agreed to between himself and his employer: Provided, however, that no employee shall be paid less than the prescribed amount which he would have earned if he had been employed on a time-work basis for the period taken to perform the work concerned.

(c) Apprentices shall not on any account be employed on piece-work.

(2) *Commission work.* (a) The basis of the commission which an employer contracts to pay a motor vehicle sales person or traveller in addition to his wage shall be specified in writing.

(b) Either party to a contract such as is referred to in paragraph (a) of this subclause who intends to cancel or negotiate a change in the basis of the contract shall give two weeks' written notice of such intention to the other party, and no cancellation of or change in the terms of the contract shall be effective unless such notice has been given: Provided that less than two weeks' written notice may be given by the employer if he wishes to increase the rate of commission.

CLAUSE 6: PROVISION RELATING TO BICYCLES

No employees shall be required as part of his contract of employment to use his own bicycle.

CLAUSE 7: DIFFERENTIAL RATES OF WAGES AND EMPLOYMENT ON JOURNEYMAN'S WORK

(1) *Employment for journeyman's work:* (a) No employer shall employ or utilise any person, other than a journeyman, B/A journeyman, operative engine assembler, apprentice or trainee under the Manpower Training Act, 1981, on journeyman's work: Provided that this clause shall not be deemed to prohibit the employment of other classes of employees, at the wages prescribed for such classes, on the operations and in the circumstances specified in the definitions of such classes:

Provided further that such employment is not a contravention of the provisions of clause 13, Chapter 1, Division C.

(b) No employee shall instruct or permit any employee (working under his supervision), other than a journeyman, B/A journeyman, operative engine assembler, apprentice or trainee under the Manpower Training Act, 1981, to perform journeyman's work.

(c) No employee, other than a journeyman, B/A journeyman, operative engine assembler, apprentice or trainee under the Manpower Training Act, 1981, shall perform journeyman's work.

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

KLOUSULE 4: BUITEWERK

Geen werknemer mag —

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

(b) vir eie rekening of ten behoeve van 'n persoon of firma, uitgesonderd sy werkgever, handel in motorvoertuie of bybehore dryf nie.

KLOUSULE 5: STUKWERK EN KOMMISSIEWERK

(1) *Stukwerk.* (a) Stukwerk mag nie sonder die toestemming van die betrokke Streekraad uitbestee of gedoen word nie.

(b) Wanneer stukwerk verrig word, moet 'n werknemer wat aldus werksaam is die volle bedrag betaal word wat hy verdien het ooreenkomstig die stukwerkloon waaroor hy en sy werkgever ooreengekom het: Met dien verstande egter dat geen werknemer minder betaal mag word nie as die voorgeskrewe bedrag wat hy sou verdien het as hy vir die tyd wat hy geneem het om die betrokke stuk werk te doen, op 'n tydwerkgrondslag in diens was.

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

(2) *Kommissiewerk.* (a) Die kommissiegrondslag waarop 'n werkgever hom kontraktueel verbind om 'n motorvoertuigverkoopspersoon of handelsreisiger benewens sy loon te betaal, moet skriftelik uiteengesit word.

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

KLOUSULE 6: BETALING BETREFFENDE FIETSE

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

KLOUSULE 7: DIFFERENSIËLE LONE EN INDIENS-NEMING VIR VAKMANSWERK

(1) *Indiensneming vir vakmanswerk:* (a) Geen werkgever mag enigiemand, uitgesonderd 'n vakman, B/A-vakman, werkman-enjinmonteur, vakleerling of kwekeling ingevolge die Wet op Mannekragopleiding, 1981, vir vakmanswerk in diens neem nie: Met dien verstande dat hierdie klausule nie geag moet word die indiensneming te verbied van ander klasse werknemers teen die lone wat vir sodanige klasse voorgeskryf word vir die werksaamhede en in die omstandighede in die omskrywing van sodanige klasse vermeld nie:

Voorts met dien verstande dat sodanige indiensneming nie strydig is met klausule 13, Hoofstuk I, Afdeling C, nie.

(b) Geen werknemer mag 'n werknemer (wat onder sy toesig werk), uitgesonderd 'n vakman, B/A-vakman, werkman-enjinmonteur, vakleerling of kwekeling ingevolge die Wet op Mannekragopleiding, 1981, gelas of toelaat om vakmanswerk te verrig nie.

(c) Geen werknemer, uitgesonderd 'n vakman, B/A-vakman, werkman-enjinmonteur, vakleerling of kwekeling ingevolge die Wet op Mannekragopleiding, 1981, mag vakmanswerk verrig nie.

(Opmerking: Onvoldoende betaling van lone wat voortspuit uit of in verband staan met onwettige indiensneming ingevolge hierdie klausule moet in ooreenstemming met artikel 83 van die Wet vasgestel word.)

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

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

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

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

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

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

CLAUSE 8: TRAVELLING ALLOWANCES

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

(a) whilst travelling as a passenger, at ordinary rates of wages, not exceeding, however, one day's pay in respect of every 24 consecutive hours' travelling time;

(b) whilst on the job or whilst travelling in a vehicle which he is required to drive, at ordinary rates of wages for any part of the work and/or driving which is done during the normal hours of the establishment in which he is employed, and at overtime rates as laid down in this Agreement for any part of the work and/or driving which is done outside of such normal hours;

(c) second-class return fare if he travels by train and a refund of the cost of his meals and bedding on the train;

(d) a refund of board and lodging when on the job or travelling to and from the job;

(e) not less than R50 per night for such nights as he is prevented by his work from returning home.

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

(a) on any journey undertaken in the performance of his duties is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, shall be—

(i) reimbursed by his employer against receipt or dockets for all expenses reasonably incurred by him for the provision of any meals and refreshments for himself during such period of absence not extending over a night; or

(ii) paid a subsistence allowance or reimbursed by his employer against receipts or dockets for expenses reasonably incurred by him in respect of refreshments, meals and accommodation during each night of absence ("night" meaning for the purpose hereof the period between 23:00 and 04:00), not less than R135 for each night or reimbursement of actual expenditure, whichever is the greater;

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

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

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

voorgeskryf word, moet sodanige werknemer vir daardie dag—

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

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

KLOUSULE 8: REISTOELAES

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

(a) Terwyl hy as 'n passasier reis, teen die gewone loon, maar hoogstens een dag se loon vir elke tydperk van 24 agtereenvolgende ure wat aan reis bestee word;

(b) terwyl hy met 'n taak besig is of terwyl hy reis in 'n voertuig wat hy moet dryf, teen die gewone loon vir elke gedeelte van die werk en/of dryfwerk wat gedoen word gedurende die gewone werkure van die bedryfsinrigting waarin hy werksaam is, en teen oortydbesoldiging soos voorgeskryf in hierdie Ooreenkoms vir elke gedeelte van die werk en/of dryfwerk wat buite sodanige gewone werkure verrig word;

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

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

(e) minstens R50 per nag vir nagte wanneer sy werk hom verhoed om na sy huis terug te keer.

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

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

(i) deur sy werkgewer by vertoning van kwitansies of kontantstrookies vergoed word vir alle uitgawes wat redelikerwyse deur hom aangegaan is vir maaltye en versings vir homself gedurende sodanige tydperk van afwesigheid wat nie langer as 'n nag duur nie; of

(ii) 'n verblyfstoelae betaal word of vergoed word deur sy werkgewer by vertoning van kwitansies of kontantstrookies vir uitgawes wat redelikerwyse deur hom aangegaan is vir versings, maaltye en akkommodasie gedurende elke nag van afwesigheid ("nag" beteken vir die toepassing hiervan die tydperk tussen 23:00 en 04:00), nie minder as R135 is nie vir elke nag, of vergoeding van werklike uitgawes, wat ook al die grootste is;

(b) uses his employer's motor vehicle or who is required to travel by train or any other but his own means of conveyance, shall be reimbursed by his employer for all reasonable transport expenses incurred by him in the performance of his duties, and for the purposes of this paragraph the overnight garaging of a motor vehicle shall be deemed to be a transport expense;

(c) is required or permitted to provide a motor vehicle for the performance of his duties, shall be paid by his employer an inclusive transport allowance in respect of each kilometre travelled in such vehicle in the performance of his duties; such transport allowance shall be as determined by the Council from time to time.

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

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

CLAUSE 9: SPECIAL PROVISIONS RELATING TO WATCHMEN

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

(a) The normal hours of work of such employees shall not exceed 12 hours per shift and 84 hours per week and may be worked on any day of the week, including Sundays;

(b) for any time worked in excess of 12 hours per shift he shall be remunerated at the rate of one thirtieth of his weekly wage for each additional hour's work;

(c) after working seven consecutive shifts any such employee shall be entitled to one free shift on full pay as if he had worked his average ordinary working hours for that shift of the week: Provided that if such employee does not avail himself of this right, he shall instead be paid one seventh of his normal weekly remuneration in addition to his ordinary remuneration;

(d) a watchman shall be entitled to leave on full pay on all days which are public holidays in terms of section 1 or declared as such under section 2 of the Public Holidays Act, 1994 (Act No. 36 of 1994), and if he is required to work on any of these days his employer shall pay him, in addition to one seventh of his weekly wage, one eighty-fourth of his weekly wage for each hour or part of an hour so worked.

(2) Every employer shall provide every watchman with—

(a) a suitable stick or knobkerrie for the protection of such employee;

(b) a police whistle;

(c) suitable provision for the warmth of such employee.

(3) The minimum wage which shall be paid by an employer to a watchman shall be R178,00 per week and no watchman shall accept a wage lower than this: Provided that whenever, on the instructions of his employer, a watchman carries out the physical searching of any person or vehicle entering or leaving his employer's premises, he shall be paid an allowance of R5,00 per week in addition to his normal wage.

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

(c) verplig is of toegelaat word om 'n motorvoertuig ter uitvoering van sy pligte te verskaf, moet deur sy werkgever 'n alomvattende vervoertoelae betaal word vir elke kilometer wat hy by die uitvoering van sy pligte in sodanige voertuig aflê. Sodanige vervoertoelae moet wees soos van tyd tot tyd deur die Raad bepaal.

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

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

KLOUSULE 9: SPESIALE BEPALINGS BETREFFENDE WAGTE

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

(a) Die gewone werkure van sodanige werknemers mag hoogstens 12 per skof en 84 per week wees en dit kan gewerk word op enige dag van die week, met inbegrip van Sondag;

(b) vir alle tyd wat daar langer gewerk word as 12 uur per skof, moet besoldiging betaal word van een dertigste van sy weekloon vir elke addisionele uur gewerk;

(c) nadat sodanige werknemer sewe agtereenvolgende skofte gewerk het, is hy op een vry skof met volle besoldiging geregtig asof hy sy gemiddelde gewone werkure vir daardie skof van die week gewerk het: Met dien verstande dat as sodanige werknemer nie van hierdie reg gebruik maak nie, hy in plaas daarvan een sewende van sy gewone weeklikse besoldiging, benewens sy gewone besoldiging, betaal moet word;

(d) 'n wag is geregtig op verlof met volle besoldiging op alle dae wat openbare vakansiedae is kragtens artikel 1 of as sodanig verklaar is kragtens artikel 2 van die Wet op Openbare Vakansiedae, 1994 (Wet No. 36 van 1994), en indien daar van hom vereis word om op enigiens van hierdie dae te werk, moet sy werkgever hom benewens een sewende van sy weekloon een vier-en-tagtigste van sy weekloon betaal vir elke uur of gedeelte van 'n uur aldus gewerk.

(2) Elke werkgever moet elke wag voorsien van—

(a) 'n geskikte stok of knopkierie vir die beskerming van sodanige werknemer;

(b) 'n polisiefluitjie;

(c) 'n geskikte middel om sodanige werknemer warm te hou.

(3) Die minimum loon wat 'n werkgever aan 'n wag moet betaal, is R178,00 per week, en 'n wag mag nie 'n loon wat laer as hierdie bedrag is, aanneem nie: Met dien verstande dat 'n wag wat in opdrag van sy werkgever persone of voertuie wat sy werkgever se perseel binnegaan of verlaat, fisies moet deursoek, 'n toelaag van R5 per week benewens sy gewone loon betaal moet word.

(4) Subject to the provisions of subclause (5) (i) of this clause, three weeks' leave on full pay shall be granted to all watchmen who have completed 12 months of continuous employment with the same employer since the date of engagement or from the date on which the previous leave fell due, whichever is the latter.

(5) Subject to the provisions of subclause (5) (i) of this clause, four weeks' leave on full pay shall be granted to all watchmen who on or after 1 December 1990 have completed 120 months or more continuous employment with the same employer since the date of engagement, subject to the following condition:

- (i) Annual leave may be split by mutual agreement between the employer and employee, provided that no intimidation is exercised to obtain such an agreement.

CLAUSE 10: DRIVING OF MOTOR VEHICLES

(1) Subject to the provisions of subclause (2), no employer shall cause or permit any employee earning less than the weekly wage prescribed in this Agreement for a general worker to drive any motor vehicle under its own power on a public road during the course of his employment in the Industry.

(2) Employees who mainly or exclusively drive—

- (a) scooters, motor cycles, tricycles or other motor vehicles with a gross vehicle mass not exceeding 3 500 kg; or
- (b) motor vehicles with a gross vehicle mass of more than 3 500 kg; shall be remunerated at not less than the wages prescribed in clause 3 of Chapter I of Division C for the drivers of these respective classes of vehicles.

CLAUSE 11: SICK LEAVE

(1) Any person who is not entitled to sick pay benefits in terms of any sick fund scheme conducted by the Council, and who is absent from work through sickness or an accident not caused by his own misconduct or neglect which is not compensable in terms of the Workmen's Compensation Act, 1941, shall be entitled, during any period of 52 consecutive weeks of employment with the same employer, starting from the date he commenced such employment, to sick leave on full pay for a period not exceeding—

- (a) 10 working days if he normally works a five-day week; or
- (b) 12 working days if he normally works a five-and-a-half day week.

(2) (a) A person who is required by his employer to produce a medical certificate or other evidence of illness shall produce such medical certificate or other satisfactory evidence within a period of not more than two days after his return to duty or otherwise shall forfeit his right to sick pay.

(b) A person who produces a medical certificate or other satisfactory evidence of illness immediately on his return to duty shall be entitled to payment of sick leave not later than the first pay-day after his return to duty:

Provided however that—

- (i) no such person shall qualify for sick leave during the first two months of employment with any one employer;
- (ii) paid sick leave shall not be accumulative;
- (iii) during the first 52 consecutive weeks of service with the same employer such person shall be entitled to sick leave pay from his employer for only one working day for each completed period of five weeks of employment if he normally works a five-day week or for each completed period of one month of employment if he normally works a five-and-a-half-day week.

(4) Behoudens die bepalings van subklousule (5) (i) van hierdie klousule moet drie weke verlof met volle besoldiging toegestaan word aan alle wagte wat 12 maande ononderbroke diens by dieselfde werkgever voltooi het sedert die datum van indiensneming of vanaf die datum waarop die vorige verlof verskuldig geword het, wat ook al die laaste is.

(5) Behoudens die bepalings van subklousule (5) (i) van hierdie klousule moet vier weke verlof met volle besoldiging toegestaan word aan alle wagte wat voor of na 1 Desember 1990, 120 maande of meer ononderbroke diens by dieselfde werkgever voltooi het sedert die datum van indiensneming, onderworpe aan die volgende voorwaarde:

- (i) Jaarlikse verlof mag verdeel word deur weder-sydse ooreenkoms tussen die werkgever en werknemer: Met dien verstande dat geen intimidasie plaasgevind het om so 'n ooreenkoms te verkry nie.

KLOUSULE 10: DRYF VAN MOTORVOERTUIG

(1) Behoudens subklousule (2), mag geen werkgever vereis of toelaat dat 'n werknemer wat minder verdien as die weekloon wat in hierdie Ooreenkoms vir 'n algemene werker voorgeskryf word, 'n motorvoertuig wat uit eie krag beweeg, in die loop van sy werk in die Nywerheid op 'n openbare pad dryf nie.

(2) Werknemers wat hoofsaaklik of uitsluitlik—

- (a) bromponies, motorfiets, driewiele of ander motorvoertuie met 'n bruto voertuigmassa van hoogstens 3 500 kg; of
- (b) motorvoertuie met 'n bruto voertuigmassa van meer as 3 500 kg; dryf, moet besoldig word teen minstens die lone voorgeskryf in klousule 3 van Hoofstuk 1 van Afdeling C vir die drywers van hierdie onderskeie klasse voertuie.

KLOUSULE 11: SIEKTEVERLOF

(1) Iemand wat nie op siektebesoldigingsbystand kragtens 'n siektefondsskema van die Raad geregtig is nie en wat van sy werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag of nalatigheid veroorsaak is nie en waarvoor daar nie skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is nie, is gedurende 'n tydperk van 52 atereenvolgende weke diens by dieselfde werkgever, met ingang van die datum van diensaanvaarding, geregtig op siekteverlof met volle besoldiging vir 'n tydperk van hoogstens—

- (a) 10 werkdade as hy gewoonlik vyf dae per week werk; of
- (b) 12 werkdade as hy gewoonlik vyf en 'n half dae per week werk.

(2) (a) Iemand wie se werkgever vereis dat hy 'n doktersertifikaat of 'n ander bewys van siekte voorlê, moet sodanige doktersertifikaat of ander bevredigende bewys binne hoogstens twee dae nadat hy terug is by die werk voorlê, anders verbeur hy sy reg op siektebesoldiging.

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

Met dien verstande dat—

- (i) geen sodanige persoon gedurende die eerste twee maande van sy diens by enige een werkgever vir siekteverlof kwalifiseer nie;
- (ii) betaalde siekteverlof nie mag oploop nie;
- (iii) gedurende die eerste 52 agtereenvolgende weke diens by dieselfde werkgever so 'n persoon geregtig is op siekteverlofbetaling van sy werkgever vir slegs een werkdag vir elke voltooië tydperk van vyf weke diens indien hy normaalweg vyf dae per week werk, of vir elke voltooië tydperk van een maand diens indien hy normaalweg vyf en 'n half dae per week werk.

CLAUSE 12: ADDITIONAL HOLIDAY PAY FOR APPRENTICES

(1) Every employer shall in respect of every apprentice and trainee undergoing training under the Manpower Training Act, 1981, employed by him pay additional holiday pay for each week of employment as follows:

(a) In the case of apprentices who have entered into three-years contracts of apprenticeship:

For first year of contract	R9,00
For second year of contract	R13,00
For third year of contract	R15,00

(b) In the case of apprentices who have entered into four-year contracts of apprenticeship:

For first year of contract	R9,00
For second year of contract	R11,00
For third year of contract	R13,00
For fourth year of contract	R15,00

Provided that—

(i) where an apprentice and trainees undergoing training under the Manpower Training Act, 1981, receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall be payable on behalf of such employee in respect of that week, unless such lesser wages are attributable to absences from work—

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

(ab) because of short time where permission has been granted; or

(ac) on military service in terms of the Defence Act, 1957, to the extent of a maximum period of four months per year;

(ii) where in any leave cycle an apprentice and trainees undergoing training under the Manpower Training Act, 1981, has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by one fifth of the weekly amount payable in respect of each further day of absence through illness or accident.

(2) Subject to the provisions of subclause (3) of this clause, the amounts payable in terms of subclause (1) of this clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees concerned and the amount of the additional holiday pay being sent for each such employee to the secretary of the Regional Council in whose area of jurisdiction the establishment is situated.

(Note:

1. Forms prepared specifically for the inclusion of the details required by this subclause are obtainable on application from the secretary of the Regional Council concerned.

2. Notwithstanding the provisions of subclause (2), an employer may apply to the Regional Council concerned for an exemption in terms of which such additional holiday pay may be paid direct to the employee when he proceeds an annual leave.)

(3) (a) In cases where an apprentice and trainee undergoing training under the Manpower Training Act, 1981, has been absent from work for the reasons specified in subclause (1) (i) (aa) and (ab), the additional holiday pay payable in terms of subclause (1) of this clause shall be paid by the employer direct to the beneficiary on each payday falling within his period of absence.

KLOUSULE 12: ADDISIONELE VAKANSIEBESOLDIGING VIR VAKLEERLINGE

(1) Elke werkgever moet ten opsigte van elke vakleerling en kwekelinge wat opleiding ondergaan kragtens die Wet op Mannekrageopleiding, 1981, in sy diens addisionele vakansiebesoldiging vir elke week diens soos volg betaal:

(a) In die geval van vakleerlinge wat driejaar-vakleerlingkontrakte gesluit het:

Vir eerste jaar van die kontrak	R9,00
Vir tweede jaar van die kontrak	R13,00
Vir derde jaar van die kontrak	R15,00

(b) In die geval van vakleerlinge wat vierjaar-vakleerlingkontrakte gesluit het:

Vir eerste jaar van die kontrak	R9,00
Vir tweede jaar van die kontrak	R11,00
Vir derde jaar van die kontrak	R13,00
Vir vierde jaar van die kontrak	R15,00

Met dien verstande dat—

(i) waar 'n vakleerling en kwekelinge wat opleiding ondergaan kragtens die Wet op Mannekrageopleiding, 1981, loon vir minder as altesaam 23 uur in 'n bepaalde week ontvang of daarop geregtig is, geen addisionele vakansiebesoldiging aan so 'n werknemer ten opsigte van daardie week betaalbaar is nie, tensy sodanige mindere loon toegeskryf kan word aan afwesigheid van sy werk af—

(aa) weens siekte of 'n ongeluk, wat nie meer as altesaam 30 dae in 'n bepaalde jaar beloop nie;

(ab) weens korttyd waar verlof toegestaan is; of

(ac) weens militêre diens kragtens die Verdedigingswet, 1957, en dan tot 'n maksimum tydperk van vier maande per jaar;

(ii) waar 'n vakleerling en kwekelinge wat opleiding ondergaan kragtens die Wet op Mannekrageopleiding, 1981, gedurende 'n verlofsiklus 30 dae van sy werk afwesig was weens siekte of 'n ongeluk, sy werkgever die addisionele vakansiebesoldiging met een vyfde van die weeklikse bedrag betaalbaar kan verminder vir elke verdere dag van afwesigheid weens siekte of 'n ongeluk.

(2) Behoudens subklousule (3) van hierdie klousule, moet die bedrae wat ingevolge subklousule (1) van hierdie klousule betaalbaar is maandeliks, maar voor of op die 10de dag van die maand onmiddellik na die maand waarvoor die bedrae bedoel is deur die werkgever gestuur word aan die sekretaris van die Streekraad in wie se regsgebied die bedryfsinrigting geleë is, saam met 'n skriftelike opgawe van die name van die betrokke werknemers en die bedrag van die addisionele vakansiebesoldiging wat vir elkeen van die werknemers gestuur word.

(Opmerking:

1. Vorms wat spesiaal opgestel is vir die verskaffing van die besonderhede wat deur hierdie subklousule vereis word, is op aanvraag verkrygbaar van die sekretaris van die betrokke Streekraad.

2. Ondanks die bepalings van subklousule (2) mag 'n werknemer aansoek doen by die betrokke Streekraad om vrystelling ingevolge waarvan die addisionele vakansiebesoldiging direk aan die werknemer betaal mag word wanneer hy met verlof gaan.)

(3) (a) Ingeval 'n vakleerling en kwekelinge wat opleiding ondergaan kragtens die Wet op Mannekrageopleiding, 1981, van sy werk afwesig was om die redes in subklousule (1) (i) (aa) en (ab) van hierdie klousule genoem, moet die werkgever die addisionele vakansiebesoldiging betaalbaar ingevolge subklousule (1) van hierdie klousule regstreeks aan die bevoordeelde betaal op elke betaaldag wat binne sy tydperk van afwesigheid val.

(b) In case where an apprentice and trainee undergoing training under the Manpower Training Act, 1981, has been absent from work for the reason specified in subclause (1) (i) (ac), the additional holiday pay payable in terms of subclause (1) of this clause shall be paid by the employer direct to the beneficiary when this apprentice and trainee undergoing training under the Manpower Training Act, 1981, qualifies for or takes his annual leave.

(4) The additional holiday pay payable in terms of subclause (1) of this clause shall be payable to apprentices and trainees undergoing training under the Manpower Training Act, 1981, when they proceed on annual leave, and application for its shall be lodged with the Regional Secretary concerned at least two weeks before the beneficiary's leave is due to commence.

(5) Subject to the provisions of clause 3 (4) of Division A of this Agreement, no deductions from additional holiday pay shall be made as a set-off against any moneys which may be owing to the employer.

(6) Should any amount due in terms of this clause not be received by the Council by the 15th day of the months following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in clause 33 of the Administrative Agreement, from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

(7) An apprentice and trainee undergoing training under the Manpower Training Act, 1981, may not be placed on short-time except with the approval of the Registrar of Manpower Training.

CLAUSE 13: RETRENCHMENT PAY

Notwithstanding anything to the contrary contained in this Agreement, an employer shall whenever an employee's services are terminated for the reason that he is retrenched, pay to such an employee, in addition to any payment that may be due in lieu of notice of termination of services, a sum equal to two weeks' wages for each completed year of service for the first four years' service with an employer, and one week's wages for each completed year of service for the next eight completed years' service with that employer:

Provided that the earnings of an employee may be reduced as an alternative to retrenchment where this had been agreed to by both employer and employee as well as the trade union representing the employee. In such an event the Regional Secretary shall approve the agreement reached between the employer and employee and the trade union representing the employee. In the case of a non-party establishment, the employer shall apply to the Regional Council concerned for such approval.

CLAUSE 14: CASUAL EMPLOYEES

Notwithstanding anything to the contrary contained in this Agreement, none of the provisions of this Agreement, other than the following, shall apply to casual employees as defined:

(1) The basis of contract of employment as a casual employee shall be hourly, and the employer shall pay such employee where the period of employment on any day —

(a) is of two hours duration or less, an amount equal to not less than two and two-third times the hourly wages; or

(b) is of longer duration than two hours but not more than nine hours, not less than the hourly wage for each hour or part of an hour worked; or

(b) Ingeval 'n vakleerling en kwekelinge wat opleiding ondergaan kragtens die Wet op Mannekragopleiding, 1981, van sy werk afwesig was om die rede in subklousule (1) (i) (ac) van hierdie klousule genoem, moet die werkgewer die addisionele vakansiebesoldiging betaalbaar ingevolge subklousule (1) van hierdie klousule regstreeks aan die bevoordeelde betaal wanneer die vakleerling en kwekelinge wat opleiding ondergaan kragtens die Wet op Mannekragopleiding, 1981, sy jaarlikse verlof kan neem of dit neem.

(4) Die addisionele vakansiebesoldiging betaalbaar ingevolge subklousule (1) van hierdie klousule aan vakleerlinge en kwekelinge wat opleiding ondergaan kragtens die Wet op Mannekragopleiding, 1981, betaalbaar wanneer hulle met hul jaarlikse verlof gaan, en die aansoek daarom moet by die sekretaris van die betrokke Streekraad ingedien word minstens twee weke voordat die bevoordeelde se verlof begin.

(5) Behoudens klousule 3 (4) van Afdeling A van hierdie Ooreenkoms, mag geen bedrag van die addisionele vakansiebesoldiging afgetrek word vir geld wat aan die werkgewer verskuldig is nie.

(6) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers soos voorgeskryf kragtens klousule 33 van die Administratiewe Ooreenkoms vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad na goedgekeurde betaling van sodanige rente of gedeelte daarvan kwytsteld.

(7) 'n Vakleerling en kwekelinge wat opleiding ondergaan kragtens die Wet op Mannekragopleiding, 1981, mag nie sonder die toestemming van die Registrateur van Mannekragopleiding toegelaat word om korttyd te werk nie.

KLOUSULE 13: BETALING TEN OPSIGTE VAN PERSONEELVERMINDERING

Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet 'n werkgewer wanneer 'n werknemer se diens beëindig word as gevolg van personeelvermindering, aan so 'n werknemer, benewens enige ander betaling wat hom mag toekom in plaas van kennis van diensbeëindiging, 'n bedrag betaal wat gelyk is aan twee weke se loon vir elke voltooide jaar van diens vir die eerste vier jaar, en een week se loon vir elke voltooide jaar van diens vir die daaropvolgende agt jaar diens by dieselfde werkgewer:

Met dien verstande dat 'n werknemer se loon verlaag mag word as 'n alternatief tot personeelvermindering waar sowel die werkgewer as werknemer asook die vakbond wat die werknemer verteenwoordig, daartoe toegestem het. In so 'n geval sal die Streeksekreteraris die ooreenkoms goedkeur wat bereik is tussen die werkgewer en werknemer en die vakbond wat die werknemer verteenwoordig. In die geval van 'n nie-partyonderneming moet die werkgewer by die betrokke Streekraad om sodanige toestemming aansoek doen.

KLOUSULE 14: LOS WERKNEMERS

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die bepalings van hierdie Ooreenkoms, uitgesonderd die volgende, nie van toepassing op los werknemers soos omskryf nie:

(1) Die kontrakgrondslag vir die indiensneming van 'n los werknemer is uurliks, en die werkgewer moet, waar die dienstdaag op 'n bepaalde dag —

(a) twee uur of korter duur, sodanige werknemer minstens twee en twee derde maal die uurloon betaal; of

(b) langer as twee uur maar hoogstens nege uur duur, sodanige werknemer minstens een en 'n derde maal die uurloon betaal vir elke uur of gedeelte van 'n uur wat hy gewerk het; of

(c) is of longer duration than nine hours, overtime for such excess time on the basis of overtime prescribed in this Agreement.

(2) The employer shall pay the remuneration due to a casual employee on termination of his employment.

(3) For the purposes of this clause "hourly wage" shall mean the minimum weekly wage prescribed for the type of work on which the casual employee is employed, divided by 45.

CLAUSE 15: DESERTION

An employee will be regarded as having deserted from his employer's service after a continuous absence of five working days and without notification to his employer of his whereabouts: Provided that—

(a) the employer attempts to contact the employee in writing at his last known address supplied by the employee;

(b) employee was duly notified in writing of the necessity to furnish his employer with his address and any changes of address;

(c) the employee shall be allowed a period of one month to lodge with his employer a written appeal against his dismissal.

CLAUSE 16: DAMAGE TO VEHICLES

Subject to clause 5 of the Administrative Agreement, in the event of damage to a vehicle, no employer shall recover any excess amount incorporated in an insurance policy or damages from any employee who is required or permitted to drive a motor vehicle, nor shall any employer be permitted to recover damages from any employee in the absence of insurance cover: Provided that such excess amounts or damages may be recoverable if a formal disciplinary hearing was conducted and the employee was found guilty of—

(a) having driven the vehicle under the influence of alcohol or drugs; and/or

(b) negligent driving; and/or

(c) reckless driving; and/or

(d) wilful damage to the vehicle; and/or

(e) having driven the vehicle without the permission of the employer.

CLAUSE 17: PUBLIC HOLIDAYS

(1) (a) All employees shall be entitled to leave on full pay on all days which are public holidays in terms of section 1, or declared as such under section 2 of the Public Holidays Act, 1994.

(b) Notwithstanding the provisions of paragraph (a) of this subclause, an employee who absents himself from his place of employment on the whole or part of the working day immediately preceding or following a paid statutory public holiday shall forfeit his right to be paid for such holiday unless his absence is with the permission or condonation of the employer.

(c) Any employee who is aggrieved by the application to him of the provisions of paragraph (b) of this subclause may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decisions as in its opinion ought to have been given in such case. In the event of the employee not being satisfied with the Regional Council's decision, he may appeal thereagainst to the National Council, whose decision shall be final.

(c) langer as nege uur duur, sodanige werknemer oortyd vir sodanige oortydwerk betaal op die grondslag van die oortydbesoldiging soos voorgeskryf in hierdie Ooreenkoms.

(2) Die werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, by die beëindiging van sy diens betaal.

(3) Vir die doeleindes van hierdie klousule beteken "uurloon" die minimum weekloon soos voorgeskryf vir die tipe werk waarmee die los werknemer werksaam was, gedeel deur 45.

KLOUSULE 15: DROSTERY

'n Werknemer sal as gedros vanuit sy werkgever se diens geag word nadat hy vyf agtereenvolgende dae afwesig was en versuim het om sy werkgever in kennis te stel van die rede vir sy afwesigheid: Met dien verstande dat—

(a) die werkgever poog om die werknemer skriftelik te kontak by sy laaste bekende adres soos verskaf deur die werknemer;

(b) die werknemer behoorlik in kennis gestel was van die noodsaaklikheid om sy adres en/of enige adresveranderinge aan sy werkgever te verskaf;

(c) die werknemer 'n tydperk van een maand gegun word om 'n geskrewe appél teen die afdanking by sy werknemer in te dien.

KLOUSULE 16: SKADE AAN VOERTUIG

Behoudens klousule 5 van die Administratiewe Ooreenkoms mag geen werkgever in die geval van skade aan 'n voertuig enige bybetaling wat ingesluit is by 'n versekeringspolis vir skade op enige werknemer verhaal nie, van wie dit verlang word of wie geregtig is om 'n motorvoertuig te bestuur en 'n werkgever is ook nie daarop geregtig om skade te verhaal op 'n werknemer indien daar nie versekeringsdekking is nie: Met dien verstande dat sodanige bybetalings vir skade verhaal mag word indien 'n formele dissiplinêre verhoor gehou is en die werknemer skuldig bevind is van—

(a) die bestuur van die voertuig onder die invloed van alkohol of verdowingsmiddels; en/of

(b) nalatigheid; en/of

(c) roekelose bestuur; en/of

(d) opsetlike beskadiging van die voertuig; en/of

(e) die bestuur van die voertuig sonder die toestemming van die werkgever.

KLOUSULE 17: OPENBARE VAKANSIEDAE

(1) (a) Alle werknemers is geregtig op verlof met volle besoldiging op alle dae wat openbare vakansiedae is kragtens artikel 1 of as sodanig verklaar is kragtens artikel 2 van die Wet op Openbare Vakansiedae, 1994.

(b) Ondanks paragraaf (a) van hierdie subklousule, verbeur 'n werknemer wat op die werkdag of gedeelte van die werkdag onmiddellik vóór of ná 'n statutêre openbare vakansiedag met besoldiging van die werkplek afwesig is, sy reg om vir sodanige openbare vakansiedag betaal te word, tensy sy afwesigheid deur die werkgever toegelaat of gekondoneer word.

(c) 'n Werknemer wat reken hy word veronreg deur die toepassing op hom van paragraaf (b) van hierdie subklousule kan by 'n Streekraad appél aanteken teen die werkgever se beslissing wat op hom van toepassing gemaak is en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening in daardie geval gegee behoort te gewees het. As die werknemer nie met die Streekraad se besluit tevrede is nie, kan hy daarteen appél aanteken by die Nasionale Raad wie se beslissing finaal is.

(2) Whenever an employee works on a statutory public holiday in respect of which he is entitled to leave on full pay in terms of subclause (1), his employer shall, in addition to his normal remuneration for such day, pay him—

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

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

(3) Whenever one of the statutory public holidays referred to in subclause (1) falls on a non-working day, other than a Sunday, an employee who works on such statutory public holiday shall be remunerated at the rates prescribed in clause 5 (5) of Division B, clause 5 (4) of Chapter I of Division C, clause 8 (3) of Part I of Chapter II of Division C, clause 6 (3) of Chapter III of Division C, clause 6 (4) of Chapter IV of Division C and clause 6 (3) of Chapter V of Division C.

(4) A forecourt attendant who has been given not less than three days' notice by his employer that he will be required to attend his place of employment on any of the statutory public holidays but who nevertheless fails to report for duty on such public holiday shall thereby forfeit his right to any holiday pay to which he would otherwise be entitled in terms of this clause.

DIVISION B

PROVISIONS RELATING TO OFFICE, STORES, SALES AND CLERICAL EMPLOYEES

CLAUSE 1: SCOPE OF APPLICATION

(1) Subject to the provisions of subclauses (2), (4) and (5) of this clause, the provisions of this Division shall apply to all employees for whom wages are prescribed in clause 3 of this Division.

(2) (a) Notwithstanding the provisions of subclause (1) but subject to the provisions of subclause (3) of this clause, the provisions of this Agreement shall not apply to office, stores, sales and clerical employees for as long as their weekly or monthly remuneration, excluding commission on sales, exceeds the rate of R54 000 per annum in Area A and R45 000 per annum in other areas.

(b) Notwithstanding the provisions in subclause (2) (a) of this clause or any other provisions to the contrary, employees earning in excess of R54 000 per annum in Area A or R45 000 in other areas shall not be required to work overtime other than on a voluntary basis, free from any form of intimidation.

(3) Notwithstanding the provisions of subclause (2) of this clause, the provisions of clause 12 of the Administrative Agreement shall apply to employees who are members of the Motor Industry Staff Association or the National Union of Metalworkers of South Africa, whatever their earnings.

(4) (a) Notwithstanding the provisions of subclause (1) of this clause, the provisions of this Division on hours of work, overtime and Sunday work shall not apply to any motor vehicle sales person or supply sales person, regardless of earnings.

(b) The provisions of clause 8 (13) of this Division shall be applicable to office, stores, sales and clerical employees, excluding motor vehicle sales persons or supply sales persons, receiving up to R1 950 per month (R450,03 per week) in all areas.

(5) Notwithstanding the provisions of subclause (1) of this clause, the provisions of this Division of the Agreement shall not apply to office, stores, sales and clerical employees in—

(a) manufacturing establishments;

(b) vehicle body building establishments or parts of such establishments which do not constitute a shop.

(2) Wanneer 'n werknemer werk op 'n statutêre openbare vakansiedag ten opsigte waarvan hy kragtens subklousule (1) geregtig is op verlof met volle besoldiging, moet sy werkgever hom, benewens sy gewone besoldiging vir sodanige dag, die volgende betaal:

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

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

(3) Wanneer een van die statutêre openbare vakansiedae in subklousule (1) bedoel op 'n ander dag as 'n werkdag val, uitgesonderd 'n Sondag, moet 'n werknemer, wat op sodanige statutêre openbare vakansiedag werk, besoldig word teen die loon wat in klousule 5 (5) van Afdeling B, klousule 5 (4) van Hoofstuk I van Afdeling C, klousule 8 (3) van Deel I van Hoofstuk II van Afdeling C, klousule 6 (3) van Hoofstuk III van Afdeling C, klousule 6 (4) van Hoofstuk IV van Afdeling C en klousule 6 (3) van Hoofstuk V van Afdeling C voorgeskryf word.

(4) 'n Voorbaanassistent wat deur sy werkgever minstens drie dae kennis gegee is dat van hom vereis sal word om hom by sy werkplek aan te meld om op enigeen van die statutêre openbare vakansiedae, maar wat nietemin versuim om hom op sodanige openbare vakansiedag aan te meld, verbeur daardeur sy reg op vakansiebesoldiging waarop hy andersins kragtens hierdie klousule geregtig sou gewees het.

AFDELING B

BEPALINGS MET BETREKKING TOT KANTOOR-, PAKHUIS- EN VERKOOPSWERKNEMERS EN KLERKE

KLOUSULE 1: TOEPASSINGSBESTEK

(1) Behoudens subklousules (2), (4) en (5) van hierdie klousule is hierdie Afdeling van toepassing op alle werknemers vir wie lone in klousule 3 van hierdie Afdeling voorgeskryf word.

(2) (a) Ondanks subklousule (1) maar behoudens subklousule (3) van hierdie klousule, is hierdie Ooreenkoms nie op kantoor-, pakhuis- en verkoopswerknemers en klerke van toepassing nie solank hul weeklikse of maandelikse besoldiging, uitgesonderd kommissie op verkope, meer as R54 000 per jaar in Gebiede A en R45 000 per jaar in ander gebiede bedra.

(b) Ondanks subklousule (2) (a) van hierdie klousule of enige andersluidende bepaling word daar nie van werknemers wat meer as R54 000 per jaar in Gebied A of R45 000 per jaar in ander gebiede verdien, vereis om oortyd te werk nie, behalwe op 'n vrywillige basis, vry van enige vorm van intimidasie.

(3) Ondanks subklousule (2) van hierdie klousule is klousule 12 van die Administratiewe Ooreenkoms van toepassing op werknemers wat lede is van die Motor Industry Staff Association of the National Union of Metalworkers of South Africa, wat ook al hul verdienste.

(4) (a) Ondanks subklousule (1) van hierdie klousule, is die bepaling van hierdie Afdeling in verband met werksure, oortydwerk en Sondagwerk nie van toepassing nie op enige motorvoertuigverkoopspersoon of leweransiervkoopspersoon, ongeag hul verdienste.

(b) Die bepaling van klousule 8 (13) van hierdie Afdeling is van toepassing op kantoor-, pakhuis- en verkoopswerknemers en klerke, uitgesonderd motorvoertuigverkoopspersone of leweransiervkoopspersone wat nie meer as R1 950 per maand (R450,03 per week) in alle gebiede verdien nie.

(5) Ondanks subklousule (1) van hierdie klousule, is hierdie Afdeling van die Ooreenkoms nie van toepassing nie op kantoor-, pakhuis- en verkoopswerknemers en klerke in—

(a) vervaardigingsinrigtings;

(b) voertuigbakbouinrigtings of gedeeltes van sodanige inrigtings wat nie 'n winkel uitmaak nie.

"Shop", for the purposes of this subclause, means any vehicle body establishment or part of such establishment to which the public is invited for the purpose of purchasing, other than by public auction, the goods displayed therein or thereon, but does not include any vehicle body building establishment trading in goods exclusively manufactured by such establishment.

(6) If any provision in Division A is in conflict with any provision of this Division, the provision in the latter Division shall prevail.

CLAUSE 2: DEFINITIONS

For the purposes of this Division—

(1) **"clerical employee"** means an employee who is mainly or exclusively engaged in writing and/or typing and operating a computer and/or any other form of clerical work, and includes storekeepers, timekeepers and telephone operators;

(2) **"motor vehicle sales person"** means an employee mainly or exclusively engaged in the selling of motor vehicles who, in addition to a wage as defined in this Agreement, is paid a commission on such sales;

(3) **"shop assistant/sales person"** means an employee who mainly or exclusively performs any of the following duties in or about an accessory shop or motor vehicles sales room and/or showroom and/or any other establishment on or from which motor vehicles are sold:

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

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

- changing plugs or oil filters;
- changing, fitting and tightening fan belts;
- fitting new battery cables and globes;
- changing oil in air filters;
- minor adjustments to carburettors and other similar adjustments,

but who may not carry out mechanical repairs;

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

- (a) the sale and/or supply to them of goods for resale and/or for use or consumption by such traders or other persons; and/or

Vir die toepassing van hierdie subklousule, beteken "winkel" 'n voertuigbakbouinrigting of gedeelte van sodanige inrigting waarheen die publiek genooi word met die doel om goedere wat daarin of daarop uitgestal word op 'n ander manier te koop as per openbare veiling, maar omvat dit nie 'n voertuigbakbouinrigting wat handel dryf in goedere wat uitsluitlik deur sodanige inrigting vervaardig word nie.

(6) Indien 'n bepaling in Afdeling A strydig is met 'n bepaling in hierdie Afdeling, geld die bepaling in laasgenoemde Afdeling.

KLOUSULE 2: WOORDOMSKRYWING

Vir die doeleindes van hierdie Afdeling beteken—

(1) **"klerk"** 'n werknemer wat hoofsaaklik of uitsluitlik skryf- en/of tikwerk verrig en wat 'n rekenoutomaat bedien en/of 'n ander vorm van klerklike werk verrig en sluit dit ook 'n pakhuisman, 'n tydopnemer en 'n telefonis in;

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

(3) **"winkelassistent/verkoopspersoon"** 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde werksaamhede verrig in of by 'n bybehorewinkel of 'n motorvoertuigverkooplokaal en/of -vertoonlokaal en/of alle ander bedryfsinrigtings waarop of waaruit motorvoertuie verkoop word:

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

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

- die vonkproppe en oliefilters vervang;
- waaierbande vervang, aanbring en stywer maak;
- nuwe batterykabels en gloeilampe insit;
- die olie in lugfilters vervang;
- geringe regstelwerk verrig aan vergassers en ander dergelike regstelwerk doen,

maar wat geen wervtuigkundige herstelwerk mag verrig nie;

(5) **"handelsreisiger"** 'n werknemer wat as reisende verteenwoordiger van 'n bedryfsinrigting namens sodanige bedryfsinrigting hoofsaaklik of uitsluitlik bestellings van behoorlik gelisensieerde handelaars en/of ander persone vra of werf of opneem vir—

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

(b) the reconditioning, remanufacturing or rebuilding of any motor vehicle component, and who may in addition collect money on behalf of such establishment.

CLAUSE 3: WAGES

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

(b) die vernuwung, hervaardiging of herbouing van motorvoertuigkomponente, en wat daarbenewens geld namens sodanige inrigting kan invorder.

KLOUSULE 3: LONE

(1) Die minimum loon wat 'n werkgewer moet betaal aan elkeen van sy werknemers van die klasse in onderstaande Loonbylae uiteengesit, is dié wat vir die betrokke klas werknemers voorgeskryf word in die gebied van die Streek waarin sy bedryfsinrigting geleë is, en geen werknemers mag 'n loon aanneem wat laer is as dié wat vir sy klas in sodanige gebied voorgeskryf word nie.

WAGE SCHEDULE

Class of employee	Minimum wages			
	Areas A		Other areas	
	Per week	Per month	Per week	Per month
	R	R	R	R
(a) Shop assistant/sales person and/or clerical employee—				
during first year of experience	222,75	965,18	201,15	871,58
during second year of experience	252,90	1 095,82	221,85	961,28
during third year of experience	289,80	1 255,70	234,90	1 017,82
thereafter	357,30	1 548,18	296,10	1 283,00
(b) Motor vehicle sales person—				
during first year of experience	237,60	1 029,52	202,95	879,38
thereafter	357,30	1 548,18	296,10	1 283,00
Class of employee	All areas			
	Per week		Per month	
(c) Traveller—				
during first year of experience			289,80	1 255,70
thereafter			357,30	1 548,18
(d) Supply sales person—				
during first year of experience			289,80	1 255,70
during second year of experience			346,50	1 501,38
during third year of experience			385,20	1 669,07
thereafter			416,62	1 805,21
(e) Part-time employees			*	*

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

LOONBYLAE

Klas werknemer	Minimum loon			
	Gebiede A		Ander gebiede	
	Per week	Per maand	Per week	Per maand
	R	R	R	R
(a) Winkelassistent/verkoopspersoon en/of klerk—				
gedurende eerste jaar ondervinding	222,75	965,18	201,15	871,58
gedurende tweede jaar ondervinding	252,90	1 095,82	221,85	961,28
gedurende derde jaar ondervinding	289,80	1 255,70	234,90	1 017,82
daarna	357,30	1 548,18	296,10	1 283,00
(b) Motorvoertuigverkoopspersoon—				
gedurende eerste jaar ondervinding	237,60	1 029,52	202,95	879,38
daarna	357,30	1 548,18	296,10	1 283,00

Klas werknemer	Alle gebiede	
	Per week	Per maand
(c) Handelsreisiger—		
Gedurende eerste jaar ondervinding	289,80	1 255,70
daarna	357,30	1 548,18
(d) Leweransier-verkoopspersoon—		
gedurende eerste jaar ondervinding	289,80	1 255,70
gedurende tweede jaar ondervinding	346,50	1 501,38
gedurende derde jaar ondervinding	385,20	1 669,07
daarna	416,62	1 805,21
(e) Deeltydse werknemers	*	*

* Een elfde van die minimum weekloon wat in (a) hiervan vir klerke voorgeskryf word, vir gewone tyd gewerk op elke dag in 'n bepaalde week of een vyf-en-veertigste van sodanige voorgeskryfde minimum weekloon vir elke uur of gedeelte van 'n uur gewone tyd gewerk in 'n bepaalde week, nl. die grootste bedrag.

(2) "Experience", for the purposes of subclause (1) of this clause, means the period or periods of employment which an employee has had either with his present or any other employer in the particular occupation in which he is employed: Provided that only periods of employment in the Motor Industry shall count for this purpose in the case of employees mainly or exclusively engaged in the maintenance of stock records and in the case of costing clerks, shop assistants, storekeepers and travellers: Provided further that experience in relation to a typist, storekeeper, timekeeper or telephone operator shall mean the total period or periods of employment which an employee has had as a typist, storekeeper, timekeeper or telephone operator respectively.

(3) "Costing clerk", for the purposes of this clause, means a clerical employee mainly or exclusively engaged in the calculation of costs of services rendered and/or good supplied by or in connection with the Motor Industry.

CLAUSE 4: ORDINARY HOURS OF WORK

(1) (a) Subject to the provisions of subclause (4) of this clause, the ordinary hours of work of any employee, other than a part-time employee, shall, notwithstanding anything to the contrary contained in this subclause, not exceed 45, excluding meal intervals, in any one week and eight, excluding meal intervals, on any one day: Provided that—

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

(ii) an employee who does not ordinarily work on more than five days a week may on any work-day be required or permitted to work for an additional period of one and a quarter hours;

(iii) subject to the provisions of subclauses (1) (a) (i) and (ii) of this clause an employee's ordinary hours of work shall not terminate later than 20:00 on any day from Monday to Friday, or 13:00 on any Saturday and, subject to the provisions of subclause (2)(a) of this clause, shall be continuous.

(Note:

1. Employers may apply for exemption from the provisions of subclause (1) (a) (iii) of this clause, which exemption shall be subject to compliance with predetermined guidelines.

2. Any change to an employee's ordinary hours of work, which prevailed at the date of publication of this Agreement, shall be subject to mutual agreement having been reached between himself and his employer and no intimidation shall be exercised by an employer to reach such agreement.)

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

(2) Vir die toepassing van subklousule (1) van hierdie klousule beteken "ondervinding" die totale tydperk of tydperke diens van 'n werknemer by of sy huidige of 'n ander werkgever in die bepaalde beroep waarin hy werksaam is: Met dien verstande dat slegs dienstrydperke in die Motorywerheid vir hierdie doel in aanmerking geneem word in die geval van werknemers wat hoofsaaklik of uitsluitlik voorraadregisters byhou en in die geval van kosteberekeningsklerke, winkelassistente, pakhuismanne en handelsreisigers: Voorts met dien verstande dat ondervinding met betrekking tot 'n tikster, 'n pakhuisman, 'n tydopnemer of 'n telefonis, die totale tydperk of tydperke diens beteken wat 'n werknemer onderskeidelik as tikster, pakhuisman, tydopnemer of telefonis gehad het.

(3) Vir die toepassing van hierdie klousule beteken "kosteberekeningsklerk" 'n klerk wat hoofsaaklik of uitsluitlik die koste bereken van dienste wat gelewer en/of goedere wat verskaf is deur of in verband met die Motorywerheid.

KLOUSULE 4: GEWONE WERKURE

(1) (a) Behoudens subklousule (4) van hierdie klousule en ondanks andersluidende bepalings in hierdie subklousule, mag die gewone werkure van 'n werknemer, uitgesonderd 'n deeltydse werknemer, hoogstens 45, uitgesonderd etenspouses, in 'n bepaalde week, en agt, uitgesonderd etenspouses, op 'n bepaalde dag wees: Met dien verstande dat—

(i) in 'n bedryfsinrigting waar die gewone werkure op een dag in elke week hoogstens vyf is, daar van 'n werknemer vereis of hy toegelaat kan word om vir 'n addisionele tydperk van hoogstens 'n halfuur op elkeen van die ander dae van daardie week te werk; of

(ii) daar van 'n werknemer wat nie gewoonlik op meer as vyf dae in die week werk nie, op 'n werkdag vereis of hy toegelaat kan word om vir 'n addisionele tydperk van een en 'n kwart uur te werk;

(iii) behoudens die bepalings van subklousules (1) (a) (i) en (ii) van hierdie klousule, 'n werknemer se gewone werkure nie later nie as 20:00 op enige dag van Maandag tot Vrydag, of 13:00 op enige Saterdag, eindig.

(Opmerking:

1. Werkgevers mag aansoek doen om vrystelling van die bepalings van subklousule (1) (a) (iii) van hierdie klousule, welke vrystelling onderworpe is aan voldoening aan voorafbepaalde riglyne.

2. Enige verandering aan 'n werknemer se gewone werkure, wat van toepassing was op die datum van publikasie van hierdie Ooreenkoms, is onderhewig aan onderlinge ooreenkoms tussen die werknemer en sy werkgever en geen intimidering mag uitgeoefen word deur die werkgever om so 'n ooreenkoms te bereik nie.)

(b) Die gewone werkure van 'n deeltydse werknemer is hoogstens vyf op 'n dag.

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

(a) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that, for the purposes of this paragraph, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous: Provided further than an employer may agree with those of his employees who normally work on only five days each week that the uninterrupted interval referred to in paragraph (a) of this subclause shall be reduced to not less than 30 minutes, but before a reduced interval may be put into operation the employer shall enter the details of the agreement to the reduced interval, including the terms thereof and the employees' consent thereto, in a proper record kept for that purpose and approved by the Regional Council concerned;

(b) to work his ordinary weekly hours over more than five and a half days in any week.

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

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

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

CLAUSE 5: OVERTIME

(1) Where any employee is required or permitted to work in excess of the days or hours, prescribed in clause 4 of this Division, any such excess time worked shall, subject to the provisions of clause 6 of this Division, be regarded as overtime and be paid for at the rates specified in subclause (4) of this clause.

(2) Subject to the provisions of subclause (3) of this clause—

(a) no employee shall be required or permitted to work overtime for more than 10 hours in any one week;

(b) an additional 10 hours' overtime may be worked subject to the following conditions:

(i) The Regional Secretary of the Regional Council concerned shall consult with the employers' organisation and trade union representing the employees concerned, and if approved, issue a suitable licence of exemption authorising the additional overtime;

(ii) all overtime prescribed in subclause (2) (a) and (b) of this clause shall be limited to 60 hours in any period of four continuous weeks;

(iii) licences of exemption issued shall be submitted to the Regional Council concerned for ratification at the next ensuing meeting of the Regional Council;

(iv) whenever an employee is requested to work overtime in excess of 10 hours, his employer shall give notice of not less than 72 hours of the intention to work such overtime to the employee concerned.

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

(a) om vir 'n ononderbroke tydperk van meer as vyf ure sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees: Voorts met dien verstande dat 'n werkgewer met sy werknemers wat gewoonlik slegs vyf dae per week werk, ooreen kan kom dat die ononderbroke pouse in paragraaf (a) van hierdie subklousule bedoel, tot minstens 30 minute beperk word, maar voordat 'n ingekorte pouse in werking gestel kan word, moet die werkgewer die besonderhede van die toestemming tot die ingekorte pouse, met inbegrip van die bepalinge daarvan en die werknemer se toestemming daartoe, in 'n behoorlike register inskryf wat vir die doel gehou word en deur die betrokke Streekraad goedgekeur is;

(b) om sy gewone weeklikse ure oor meer as vyf en 'n half dae in 'n bepaalde week te werk nie.

(3) Alle werknemers, uitgesonderd handelsreisigers en hul assistente, is geregtig op en moet 'n ruspouse van 10 minute toegestaan word so na doenlik aan die middel van elke werktydperk in die oggend en namiddag, en sodanige pouse moet vir doeleindes van berekening van besoldiging, geag word deel van die gewone werkkure te wees.

(4) Wanneer daar van 'n handelsreisiger of sy assistent vereis wor om te eniger tyd in die loop van sy diens werk op 'n ander plek as in die bedryfsinrigting van sy werkgewer te verrig, is subklousule (2) hiervan nie van toepassing nie en kan die ure voorgeskryf in subklousule (1) (a) van hierdie klousule vir die doeleindes van sodanige werk met vier uur per dag verleng word, met 'n maksimum van 24 uur per week.

(5) 'n Werknemer wat deur die polisie gearresteer of aangehou word vir 'n oortreding of 'n vermoedelijke oortreding, moet vir die tydperk waarin hy in arres is of aldus aangehou word en dus nie in staat is om sy werk voort te sit nie, vir die toepassing van hierdie klousule geag word sonder toestemming van sy werk afwesig te gewees het.

KLOUSULE 5: OORTYDWERK

(1) Waar daar van 'n werknemer vereis of hy toegelaat word om langer te werk as die dae of ure wat in klousule 4 van hierdie Afdeling voorgeskryf word, word alle sodanige ekstra tyd gewerk behoudens klousule 6 van hierdie Afdeling geag oortyd te wees en moet die lone in subklousule (4) van hierdie klousule voorgeskryf, daarvoor betaal word.

(2) Behoudens subklousule (3) van hierdie klousule—

(a) mag geen werknemer verplig of toegelaat word om langer as 10 uur per week oortyd te werk nie;

(b) mag 'n addisionele 10 uur oortyd gewerk word behoudens die volgende voorwaardes:

(i) Die Streeksekretaris van die betrokke Streekraad moet met die werkgewersvereniging en vakbond wat die betrokke werknemer verteenwoordig, oorleg pleeg, en indien goedgekeur, 'n geskikte vrystellingstifikaat uitreik wat die addisionele oortyd magtig;

(ii) alle oortyd voorgeskryf by subklousule (2) (a) en (b) van hierdie klousule is beperk tot 60 uur in enige tydperk van vier aaneenlopende weke;

(iii) vrystellingstifikate wat uitgereik is moet voorgelê word aan die volgende vergadering van die Streekraad vir bekragtiging;

(iv) telkens wanneer 'n werknemer gevra word om oortyd van meer as 10 uur te werk, moet sy werkgewer minstens 72 uur kennis aan sodanige werknemer gee van die voorneme om sulke oortyd te werk.

(3) Notwithstanding anything to the contrary contained in this clause, no employee, other than workshop administrative staff, clerical employees employed by filling and/or service stations and supply sales persons, shall be required or permitted to work—

(a) overtime on stock-taking for more than 15 hours in any one year or spread over a period of more than 12 consecutive days;

(b) overtime for purposes other than stock-taking—

(i) for more than four hours on any one day;

(ii) for more than 30 hours in any one year;

(iii) on any Saturday or public holiday:

Provided that whenever any employee is required to work overtime for purposes of stocktaking, his employer shall give written notice of not less than 7 days of the intention to work such overtime, to the employee concerned.

(4) The minimum payment for overtime worked by an employee shall be—

(a) one and a half times the ordinary wages for overtime worked between 06:00 and 24:00;

(b) double the ordinary wages for overtime worked between 24:00 and 06:00:

Provided that no employee shall qualify for overtime in respect of any week during which he has worked less than 45 hours, this figure being subject to *pro rata* reduction in respect of the following which occur during a particular week:

(i) Statutory public holidays referred to in clause 17 of Division A;

(ii) absence with the permission or condonation of the employer: Provided that an employee who is aggrieved by the employer's non-condonation of his absence may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case; in the event of the employee not being satisfied with the Regional Council's decision, he may appeal thereagainst to the National Council, whose decision shall be final;

(iii) the beginning of a new contract of employment.

(5) No employee shall be required or permitted to work overtime for more than two hours after the completion of his ordinary working hours on any day, unless such employee has been provided with an adequate meal before beginning such overtime, or alternatively has been paid a minimum allowance of R10,00 in sufficient time to enable such an employee to obtain a meal before the overtime is due to begin.

CLAUSE 6: SUNDAY WORK

(1) *The right to work on Sundays:* No employee shall be required or permitted to work on a Sunday except for the purposes of stock-taking, supervising shift changes, collecting cash from petrol pump attendants or performing emergency work.

(2) *Pay for Sunday work:* Subject to the provisions of sub-clause (3) of this clause, the employer of an employee who works on a Sunday shall either—

(a) pay the employee—

(i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or

(3) Ondanks andersluidende bepalings in hierdie klousule mag geen werknemer, uitgesonderd werkwinkeladministrasiepersoneel, klerke in diens by vul- en/of diensstasies en leweransier-verkoopspersone, verplig of toegelaat word om—

(a) in verband met voorraadopname meer as 15 uur in 'n bepaalde jaar of oor 'n tydperk van meer as 12 agtereenvolgende dae oortyd te werk nie;

(b) indien vir ander doeleindes as voorraadopname—

(i) meer as vier uur op 'n bepaalde dag;

(ii) meer as 30 uur in 'n bepaalde jaar;

(iii) op 'n Saterdag of openbare vakansiedag, oortyd te werk nie;

Met dien verstande dat wanneer daar van 'n werknemer verwag word om oortyd te werk vir doeleindes van voorraadopname, die werkgever die betrokke werknemer nie minder nie as 7 dae skriftelike kennis gee van die voorneme om sulke oortyd te werk.

(4) Die minimum besoldiging vir oortyd wat 'n werknemer werk, moet soos volg wees:

(a) Een en 'n half maal die gewone loon vir oortyd gewerk tussen 06:00 en 24:00;

(b) twee maal die gewone loon vir oortyd gewerk tussen 24:00 en 06:00:

Met dien verstande dat geen werknemer kwalifiseer vir oortyd ten opsigte van 'n week waarin hy minder as 45 uur gewerk het nie. Hierdie syfer is onderworpe aan 'n *pro rata*-vermindering indien van die volgende gedurende 'n bepaalde week voorkom:

(i) Statutêre openbare vakansiedae in klousule 17 van Afdeling A bedoel;

(ii) afwesigheid met die toestemming of kondonering van die werkgever: Met dien verstande dat 'n werknemer wat reken dat hy veronreg word omdat sy werkgever nie sy afwesigheid wil kondoneer nie, by 'n Streekraad appèl kan aanteken teen die werkgever se beslissing wat op hom toegepas is, en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekrachtig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het. As die werknemer nie met die Streekraad se beslissing tevrede is nie, kan hy daarteen appèl aanteken by die Nasionale Raad wie se beslissing finaal is;

(iii) die begin van 'n nuwe dienskontrak.

(5) Geen werknemer mag verplig of toegelaat word om meer as twee uur ná voltooiing van sy gewone werkure op 'n dag oortydwerk te verrig nie, tensy sodanige werknemer van 'n toereikende maaltyd voorsien word voordat hy met sodanige oortydwerk begin, of anders 'n minimum toelae van R10,00 betyds betaal word om hom in staat te stel om 'n maaltyd te nuttig voordat die oortydwerk moet begin.

KLOUSULE 6: SONDAGWERK

(1) *Die reg om op Sondae te werk:* Geen werknemer mag verplig of toegelaat word om op 'n Sondag te werk nie, behalwe vir voorraadopname, toesighouding oor skofveranderings, invordering van kontant by petrolpompbedieners of die verrigting van noodwerk.

(2) *Besoldiging vir Sondagwerk:* Behoudens subklousule (3) van hierdie klousule, moet die werkgever aan 'n werknemer wat op 'n Sondag werk, of—

(a) die werknemer—

(i) as hy aldus hoogstens vier uur werk, minstens die gewone besoldiging betaal wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk; of

(ii) if he so works for a period exceeding four hours, remuneration at a rate of not less than double his ordinary rate or remuneration in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(b) pay the employee remuneration at a rate of not less than one and a third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's leave and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such day's leave worked his average ordinary working hours for that day of the week.

(3) Whenever any employee works not more than four hours on a Sunday to supervise shift changes and/or to collect cash from petrol pump attendants, his employer shall pay him—

(a) two hours' wages for work up to one hour;

(b) an additional two hours' wages for every additional hour or part of an hour worked up to four hours.

[Note: An employee who on a Sunday does stock-taking or work of an emergency nature or who works for more than four hours on the duties specified in this subclause shall be paid in accordance with subclause (2) of this clause.]

CLAUSE 7: STAND-BY AND CALL-OUT ALLOWANCES

(1) *Stand-by allowance:* (a) Any employer may require an employee to "stand-by" on any Saturday and/or Sunday: Provided that such employee shall be entitled to notice, in writing, of not less than one week to that effect.

(b) Whenever an employee is required to "stand-by" in terms of this clause he shall be paid, irrespective of whether or not he is required to work whilst on "stand-by", a "stand-by" allowance of not less than R30 in respect of each day on which he is required to "stand-by": Provided that whenever he is required to work whilst on "stand-by", the "stand-by" allowance shall not be set off against remuneration payable in terms of this Agreement for such work.

(c) An employee who is required to "stand-by" shall present himself for duty within one hour of being called and where he fails so to present himself, the "stand-by" allowance shall be forfeited.

(d) The provisions of this clause shall not apply to employees who before the close of business on Friday enter into an agreement with their employers to supervise shift changes of and/or to collect cash from petrol pump attendants on the succeeding Saturday or Sunday.

(2) *Call-out allowance:* (a) An employer may call out an employee to work prior to his normal starting time or after his normal finishing time on any day of the week provided a call-out allowance of R30 is paid in each case where such employee is so called out.

(b) An employee who is so called out shall present himself for duty within one hour of being called and where he fails so to present himself, the call-out allowance shall be forfeited.

(c) Whenever an employee is called out, the call-out allowance shall not be set off against remuneration payable in terms of this Agreement for such work.

CLAUSE 8: ANNUAL LEAVE

(1) For the purposes of this clause—

(a) "leave cycle" shall mean the period during which an employee earns three weeks' leave in terms of subclause (2) of this clause;

(ii) as hy aldus langer as vier uur werk, minstens dubbel sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk of minstens dubbel die gewone besoldiging betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

(b) die werknemer minstens een en 'n derde maal sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae na sodanige Sondag een dag verlof toestaan en hom daarvoor minstens sy gewone besoldiging betaal asof hy op sodanige dag verlof sy gemiddelde getal gewone werkure vir dié dag van die week gewerk het.

(3) Wanneer 'n werknemer hoogstens vier uur op 'n Sondag werk om toesig te hou oor skofveranderings en/of om kontant by petrolpompbedieners in te vorder, moet sy werkgewer hom—

(a) twee uur se loon betaal vir werk wat tot een uur duur;

(b) 'n addisionele twee uur se loon betaal vir elke addisionele uur of gedeelte van 'n uur gewerk, en wel tot vier uur.

[Opmerking: 'n Werknemer wat op 'n Sondag voorraad-opname doen of noodwerk verrig of langer as vier uur die pligte verrig wat in hierdie subklousule vermeld word, moet in ooreenstemming met subklousule (2) van hierdie klousule besoldig word.]

KLOUSULE 7: GEREEDHEIDS- EN ROEPTOELAES

(1) *Gereedheidstoelae:* (a) 'n Werkgewer kan van 'n werknemer vereis om "gereed" te wees op enige Saterdag en/of Sondag mits sodanige werknemer minstens een week skriftelik kennis daarvan gegee word.

(b) Wanneer daar van 'n werknemer vereis word om ingevolge hierdie klousule "gereed" te wees, moet hy 'n "gereedheidstoelae" van minstens R30 ontvang vir elke dag waarop hy "gereed" moet wees, afgesien daarvan of daar van hom vereis word om te werk of nie terwyl hy "gereed" is: Met dien verstande dat as hy moet werk terwyl hy "gereed" is, die "gereedheidstoelae" nie afgetrek mag word van besoldiging wat vir sodanige werk ingevolge hierdie Ooreenkoms betaalbaar is nie.

(c) 'n Werknemer wat "gereed" moet wees, moet homself vir diens aanmeld binne een uur nadat hy geroep is en as hy versuim om homself aan te meld, verbeur hy die "gereedheidstoelae".

(d) Hierdie klousule is nie van toepassing nie op werknemers wat voor die sluiting van besigheid op Vrydae 'n ooreenkoms met hul werkgewers aangaan om op die daaropvolgende Saterdag of Sondag oor skofveranderings toesig te hou en/of om kontant by petrolpompbedieners in te vorder.

(2) *Roeptoelae:* (a) 'n Werkgewer kan 'n werknemer vóór sy gewone aanvangstyd of ná sy gewone uitskeityd roep op enige dag van die week, mits daar 'n roeptoelae van R30 betaal word in elke geval waar so 'n werknemer aldus geroep word.

(b) 'n Werknemer wat aldus geroep word, moet homself vir diens aanmeld binne een uur nadat hy geroep is, en as hy versuim om hom aldus aan te meld, verbeur hy die roeptoelae.

(c) As 'n werknemer geroep word mag die roeptoelae nie afgetrek word van besoldiging wat vir sodanige werk ingevolge hierdie Ooreenkoms betaalbaar is nie.

KLOUSULE 8: JAARLIKSE VERLOF

(1) Vir die toepassing van hierdie klousule—

(a) beteken "verlofsiklus" die tydperk waarin 'n werknemer drie weke verlof ingevolge subklousule (2) van hierdie klousule verdien;

(b) the terms "employment" and "shift" shall be deemed to include—

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

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

(ab) shorttime was worked; or

(ac) such shorter shifts were worked with the permission of the employer;

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

(aa) absent on paid leave in terms of this Agreement;

(ab) doing military service in terms of the Defence Act, 1957, to the extent of a maximum period of four months per year;

(ac) absent from work on the instruction or at the request of his employer;

(ad) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any leave cycle;

(ae) absent from work on any of the public holidays referred to in clause 17 of Division A of this Agreement:

Provided that an employee who after the expiration of his annual leave terminates his employment by desertion shall have no claim in respect of (ii) (aa) above of this definition;

(c) "remuneration" shall mean an employee's wages as defined in this Agreement, plus any bonus regularly paid to the employee, the amount of such bonus being deemed to be the average amount received by or accrued to an employee in respect of the period of 13 weeks immediately preceding the date the employee goes on annual leave or terminates his employment, or if a period of less than 13 weeks has been worked, the average amount received by or accrued to an employee in respect of the number of complete weeks actually worked.

(Note: A "bonus regularly paid to the employee" in terms of this definition does not include commissions.)

(2) (a) Subject to the provisions in subclause (2) (b) (i) of the clause, three weeks' leave on full pay shall be granted to all employees who have completed the period of continuous employment with the same employer, as set out in the Schedule below, since the date of engagement or from the date on which the previous annual leave fell due, whichever is the later.

(b) Subject to the provisions in subclause (2) (b) (i) of this clause, four weeks' leave on full pay shall be granted to all employees who on or after 1 December 1990 have completed 10 or more periods of continuous employment with the same employer, as set out in the Schedule below, since the date of engagement, subject to the following conditions:

(i) Annual leave may be split by mutual agreement between the employer and employee provided that no intimidation is exercised to obtain such an agreement;

(ii) the provisions in this clause relating to accrued leave pay, shall apply *mutatis mutandis* in the case of employees who qualify for four weeks' annual leave.

(c) Weekly-paid employees—

(i) normally working a five-and-a-half-day week: 313 shifts, excluding overtime;

(b) word die uitdrukkings "diens" en "skof" geag die volgende in te sluit:

(i) Skofte wat korter duur as die wat ingevolge hierdie Afdeling toegelaat word, omdat—

(aa) die werknemer laat by sy werkplek aangekom het, maar nie later as 'n halfuur nie; of

(ab) korttyd gewerk is; of

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

(ii) skofte wat die betrokke werknemer gewoonlik sou gewerk het maar nie gewerk het nie omdat hy—

(aa) met verlof met besoldiging ingevolge hierdie Ooreenkoms afwesig was;

(ab) militêre diens ingevolge die Verdedigingswet, 1957, tot 'n maksimum tydperk van vier maande per jaar moes verrig;

(ac) op las of op versoek van sy werkgever van die werk afwesig was;

(ad) weens siekte of 'n ongeluk van sy werk afwesig was vir 'n tydperk van altesaam hoogstens 30 dae in 'n verlofsiklus;

(ae) van die werk afwesig was op enigeen van die openbare vakansiedae in klousule 17 van Afdeling A van hierdie Ooreenkoms bedoel:

Met dien verstande dat 'n werknemer wat ná die verstryking van sy jaarlikse verlof sy diens beëindig deur te dros, geen eis ten opsigte van (ii) (aa) hierbo van hierdie omskrywing kan instel nie;

(c) beteken "besoldiging" 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus 'n bonus wat gereeld aan die werknemer betaal word, en word sodanige bonus geag die gemiddelde bedrag te wees wat sodanige werknemer ontvang of wat aan hom toegeval het vir 'n tydperk van 13 weke onmiddellik vóór die datum waarop die werknemer met jaarlikse verlof gaan of sy diens beëindig, of, as hy minder as 13 weke gewerk het, die gemiddelde bedrag wat deur 'n werknemer ontvang is of wat aan hom toegeval het vir die getal voltooië weke wat hy werklik gewerk het.

(Opmerking: 'n "Bonus wat gereeld aan die werknemer betaal word", in gevolge hierdie omskrywing, sluit nie kommissie in nie.)

(2) (a) Behoudens die bepalinge van subklousule (2) (b) (i) van hierdie klousule moet drie weke verlof met volle besoldiging toegestaan word aan alle werknemers wat die tydperk van aaneenlopende diens, uiteengesit in die Bylae hieronder, by dieselfde werkgever voltooi het sedert die datum van indiensneming of die datum waarop die vorige jaarlikse verlof verskuldig geword het, naamlik die jongste datum.

(b) Behoudens die bepalinge van subklousule (2) (b) (i) van hierdie klousule moet vier weke verlof met volle besoldiging toegestaan word aan alle werknemers wat op of na 1 Desember 1990, 10 of meer tydperke van ononderbroke diens, uiteengesit in die Bylae hieronder, by dieselfde werkgever voltooi het sedert die datum van indiensneming, onderworpe aan die volgende voorwaardes:

(i) Jaarlikse verlof mag verdeel word deur wedersydse ooreenkoms tussen die werkgever en werknemer: Met dien verstande dat geen intimidasie plaasgevind het om so 'n ooreenkoms te verkry nie;

(ii) die bepalinge van hierdie klousule met betrekking tot opgehoopde verlofgelde, is *mutatis mutandis* van toepassing op werknemers wat vier weke verlof kwalifiseer.

(c) Weeklikse besoldigde werknemers—

(i) wat gewoonlik vyf en 'n half dae per week werk: 313 skofte, uitgesonderd oortydwerk;

(ii) normally working a five-day week: 261 shifts, excluding overtime.

(d) Monthly paid employees: 12 months.

(3) Annual leave must be granted and taken in consecutive weeks.

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

(a) the exigencies of the employer's business so require; or

(b) the employer and the employee so agree:

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

(5) Pay for annual leave shall be calculated at the rate of remuneration which the employee is receiving at the date on which he proceeds on his annual leave: Provided that this shall not be less than the rate prescribed in this Division for the category of employee concerned.

[Note: Pay for annual leave in respect of a motor vehicle sales person or supply sales person shall be payable in accordance with subclause (12) (b) of this clause.]

(6) (a) If any of the paid public holidays referred to in clause 17 (1) (9) of Division A on a working day within the period of leave of an employee, one working day on full pay shall be added to the said period in respect of such public holiday.

(b) If any paid public holiday, other than those referred to in clause 17 (1) (a) of Division A falls on a working day within the period of leave of an employee, other than an employee who falls into the classification of workshop administrative staff and supply salesman, one working day on full pay shall be added to the said period of leave in respect of each such holiday.

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

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

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

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

(10) The pay due to an employee for annual leave shall be paid by the employer on the last working day prior to the beginning of the employee's leave if the employee requests payment before his proceeding on leave.

(ii) wat gewoonlik vyf dae per week werk: 261 skofte, uitgesonderd oortydwerk.

(d) Maandeliks besoldigde werknemers: 12 maande.

(3) Jaarlikse verlof moet oor agtereenvolgende weke toegestaan en geneem word.

(4) Jaarlikse verlof word verskuldig sodra 'n werknemer die kwalifiserende tydperk in subklousule (2) van hierdie klousule vermeld, voltooi het maar dit kan geneem word voordat of nadat dit verskuldig word indien—

(a) die omstandighede van die werkgewer se besigheid dit vereis; of

(b) die werkgewer en die werknemer aldus ooreenkoms:

Met dien verstande dat jaarlikse verlof in geen omstandighede meer as twee maande voor die datum waarop dit verskuldig is geneem mag word nie, en ook nie langer as vier maande na die datum waarop dit verskuldig is, uitgestel mag word nie, tensy die betrokke werknemer en werkgewer voor die verstryking van sodanige tydperk van vier maande skriftelik daaroor ooreengekom het en in daardie geval mag dit nie langer as ses maande na die datum waarop dit verskuldig is, uitgestel word nie.

(5) Besoldiging vir jaarlikse verlof moet bereken word teen die skaal van besoldiging wat die werknemer ontvang op die datum waarop hy met jaarlikse verlof gaan: Met dien verstande dat dit nie minder mag wees as die skaal van besoldiging in hierdie Afdeling vir die betrokke kategorie werknemer voorgeskryf nie.

[Opmerking: Besoldiging vir jaarlikse verlof ten opsigte van 'n motorvoertuigverkoopspersoon of leweransier-verkoopspersoon is betaalbaar ooreenkomstig subklousule (12) (b) van hierdie klousule.]

(6) (a) As enigeen van die openbare vakansiedae met besoldiging wat in klousule 17 (1) van Afdeling A bedoel word op 'n werkdag binne die verloftydperk van 'n werknemer val, moet een werkdag met volle besoldiging vir sodanige openbare vakansiedag by genoemde verlof gevoeg word.

(b) As 'n openbare vakansiedag met besoldiging, uitgesonderd dié in klousule 17 (1) (a) van Afdeling A bedoel, op 'n dag in die verloftydperk van 'n werknemer val, uitgesonderd 'n werknemer wat as lid van die werkwinkeladministrasiepersoneel of leweransier-verkoopspersone geklassifiseer word, moet een werkdag met volle besoldiging by genoemde verloftyd vir elke sodanige vakansiedag gevoeg word.

(7) (a) Jaarlikse verlof mag nie saamval met 'n werknemer se diensopseggingstermyn nie en ook nie, tensy die werknemer dit skriftelik versoek, met 'n tydperk waarin hy militêre diens ingevolge die Verdedigingswet, 1957, verrig nie.

(b) Die tydperk waarin 'n werknemer met siekteverlof is, moet nie geag word deel van sodanige werknemer se jaarlikse verlof uit te maak nie.

(8) Geen werknemer mag sy gewone beroep gedurende sy verlof beoefen nie en geen werkgewer mag van 'n werknemer vereis of hom wetens toelaat om gedurende sy verlof in die Nywerheid te werk nie.

(9) Behoudens andersluidende bepalings in hierdie Ooreenkoms mag geen bedrae wat aan 'n werkgewer verskuldig is van verlofbesoldiging afgetrek word nie.

(10) Die werkgewer moet die besoldiging wat aan 'n werknemer vir jaarlikse verlof verskuldig is, op die laaste werkdag voor die begin van die werknemer se verlof betaal indien die werknemer om betaling aansoek doen voordat hy met verlof gaan.

(9) On the termination of the services of an employee who has qualified for annual leave in terms of subclause (2) of this clause but who has not been granted as or has not taken his leave at the date of such termination, an amount of leave pay calculated in accordance with the provisions of subclause (10) of this clause shall be paid by his employer.

(10) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of subclause (2) of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one-week's remuneration for each completed span of employment from the date of commencement of service with the employer or from the date on which his last leave became due, whichever is the later. For the purposes of this subclause, "span" means shifts normally worked by the employee in a week.

(Note: Accrued leave pay is calculated by multiplying three weeks' wages by the fraction of a year worked, thus—

for six months' employment, leave pay is $\frac{1}{2} \times$ three weeks' pay;

for 13 weeks' employment, leave pay is $\frac{1}{4} \times$ three weeks' pay;

for five weeks' employment, leave pay is $\frac{5}{32} \times$ three weeks' pay.

To arrive at three weeks' pay for a *monthly-paid* employee, multiply the monthly pay by $\frac{9}{13}$. Thus for a monthly-paid employee the leave pay accrued in—

six months is $\frac{1}{2} \times \frac{9}{13} \times$ one month's pay;

13 weeks is $\frac{1}{4} \times \frac{9}{13} \times$ one month's pay;

five weeks is $\frac{5}{32} \times \frac{9}{13} \times$ one month's pay.)

(11) In the case of all employees the accrued leave pay referred to in subclause (10) of this clause shall be paid direct to the employee on termination of service.

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

(13) (a) An employer may at any time, but not more than once in any period of 12 consecutive months, close his establishment for purposes of granting his employees annual leave as prescribed by this clause, and where at the date of the closing of the establishment any employee is not entitled to the full prescribed period of annual leave, the employer shall pay him an amount calculated on the basis laid down in subclause (10) of this clause as if his employment had terminated, plus remuneration in respect of any of the paid public holidays which fall during the period that the establishment is closed and are required to be added to an employee's annual leave in terms of subclause (5) of this clause, at a rate of not less than he would normally have received for his ordinary working hours for that day of the week: Provided that maintenance personnel may, subject to the provisions of subclause (7) of this clause, may be required or permitted to work during the period that an establishment is closed in terms of this paragraph.

(b) For the purposes of this clause, "maintenance personnel" means employees engaged in the maintenance, overhauling or repairing of machinery, equipment or plant.

(9) By beëindiging van die diens van 'n werknemer wat ingevolge subklousule (2) van hierdie klousule vir jaarlikse verlof gekwalifiseer het maar aan wie die verlof op die datum van sodanige beëindiging nog nie toegestaan is nie of wat dit nog nie geneem het nie, moet die werkgever hom 'n bedrag van verlofbesoldiging betaal wat bereken is ooreenkomstig subklousule (10) van hierdie klousule.

(10) 'n Werknemer wat ontslaan word of sy diens verlaat voor die datum waarop hy vir jaarlikse verlof ingevolge subklousule (2) van hierdie klousule kwalifiseer, is geregtig op besoldiging vir opgelope verlof gelyk aan drie twee-en-veertigstes van een week se besoldiging vir elke voltooid diensspan vanaf die datum waarop hy by die werkgever in diens getree het of vanaf die datum waarop sy laaste verlof verskuldig geword het, naamlik die jongste datum. Vir die toepassing van hierdie subklousule, beteken "diensspan" die getal skofte wat die werknemer gewoonlik in 'n week werk.

(Opmerking: Besoldiging vir opgelope verlof moet bereken word deur drie weke se loon te vermenigvuldig met die gedeelte van 'n jaar gewerk, aldus—

vir ses maande diens is die verlofbesoldiging $\frac{1}{2} \times$ drie weke se besoldiging;

vir 13 weke diens is die verlofbesoldiging $\frac{1}{4} \times$ drie weke se besoldiging;

vir vyf weke se diens is die verlofbesoldiging $\frac{5}{32} \times$ drie weke se besoldiging.

Om drie weke se besoldiging vir 'n *maandeliks besoldigde* werknemer te bereken, moet die maandelikse besoldiging met $\frac{9}{13}$ vermenigvuldig word. Wat 'n maandeliks besoldigde werknemer betref, is die verlofbesoldiging opgeloopt in—

ses maande, dus $\frac{1}{2} \times \frac{9}{13} \times$ een maand se besoldiging;

13 weke, dus $\frac{1}{4} \times \frac{9}{13} \times$ een maand se besoldiging;

vyf weke, dus $\frac{5}{32} \times \frac{9}{13} \times$ een maand se besoldiging.)

(11) In die geval van alle werknemers moet die besoldiging vir opgelope verlof in subklousule (10) van hierdie klousule bedoel regstreeks aan die werknemer by diensbeëindiging betaal word.

(12) Besoldiging vir opgelope verlof wat deur 'n werkgever ten behoeve van 'n werknemer gehou word wat weens gesondheidsredes of weens ander ongeskiktheid nie meer sy beroep kan voortsit nie, moet onmiddellik aan die werknemer betaalbaar word, en geld vir opgelope verlof wat verskuldig is aan 'n werknemer wat in die loop van sy diens te sterwe kom, moet onmiddellik aan sy boedel betaalbaar word.

(13) (a) 'n Werkgever kan te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 agtereenvolgende maande, sy bedryfsinrigting sluit ten einde sy werknemers jaarlikse verlof toe te staan soos in hierdie klousule voorgeskryf, en waar 'n werknemer op die datum van die sluiting van die bedryfsinrigting nie op die volle voorgeskryfde tydperk van jaarlikse verlof geregtig is nie, moet die werkgever hom 'n bedrag betaal op die grondslag wat in subklousule (10) van hierdie klousule voorgeskryf word, asof sy diens beëindig is, plus besoldiging ten opsigte van dié openbare vakansiedae met besoldiging wat binne die tydperk val wat die bedryfsinrigting gesluit is en wat ingevolge subklousule (5) van hierdie klousule by 'n werknemer se jaarlikse verlof getel moet word, en wel teen 'n skaal van minstens dié wat hy gewoonlik vir sy gewone werkure vir daardie dag van die week sou ontvang het: Met dien verstande dat daar, behoudens subklousule (7) van hierdie klousule, van onderhoudspersoneel vereis kan word of hulle toegelaat kan word om gedurende die tydperk te werk waarin die bedryfsinrigting ingevolge hierdie paragraaf gesluit is.

(b) Vir die toepassing van hierdie klousule beteken "onderhoudspersoneel" werknemers in diens vir die onderhoud, opknapping of herstel van masjinerie, uitrusting of installasie.

two fifty secondths of one week's remuneration for each completed span of employment from the date of commencing work with the employer or, if the bonus has been paid in terms of subclause (13) (a) of this clause, from the date on which his leave becomes due, whichever is applicable. For the purpose of this subclause "span" means the number of shifts normally worked by the employee in a week.

CLAUSE 9: SUPPLY OF OVERALLS

(1) Every employer who requires any employee to wear a uniform, overall, dustcoat or apron shall provide such garment free of charge.

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

(3) Garments supplied in terms of this clause shall remain the property of the employer.

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

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

(5) Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with any applicable prescriptions promulgated in terms of the Machinery and Occupational Safety Act, 1983.

CLAUSE 10: TERMINATION OF SERVICE

(1) Subject to—

(a) the right of an employer or an employee to terminate employment without notice for misrepresentation or any good cause recognised by law as sufficient; or

(b) the provisions of any written agreement between employer and employee stipulating a period in excess of that provided for in this clause,

an employer or his employee shall give notice of intention to terminate a contract of service of not less than one week in the case of weekly-paid employees and two weeks in the case of monthly-paid employees.

(2) The notice referred to in subclause (1) hereof shall be given in writing, shall take effect from the day on which it is given and may be given on any day of the week or month: provided that the period of notice shall not run concurrently with, nor shall notice be given during, the employee's absence on annual leave, military service or sick leave.

(3) Subject to the provisions of subclause (1), should an employer fail to provide work or should an employee fail to work for the appropriate period of notice, the employer and/or employee shall pay or forfeit respectively an amount equal to the remuneration that would have been earned during the unexpired part of the notice period.

(4) Notwithstanding anything to the contrary in this Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to in this clause, the employer shall be entitled to recover such amount from other benefits (if any) accruing to such employee at the time of his desertion.

(5) Except in the case of an illiterate employee, notice in terms of subclause (1) shall be given in writing.

twee-en-veertigstes van een week se loon vir elke voltooide diens tydperk vanaf die datum waarop diens aanvaar is by die werkgewer of, indien die bonus kragtens die bepaling van subklousule (13) (a) van hierdie klousule betaal is, vanaf die datum waarop sy verlof aanbreek, wat ook al van toepassing is. Vir die toepassing van hierdie subklousule beteken "diens tydperk" die getal skofte wat die werknemer gewoonlik in 'n week werk.

KLOUSULE 9: VERSKAFFING VAN OORPAKKE

(1) Elke werkgewer wat van 'n werknemer vereis om 'n uniform, oorpak, stofjas of voorskoot te dra, moet sodanige kledingstuk gratis verskaf.

(2) Werknemers wat ingevolge hierdie Ooreenkoms van kledingstukke voorsien word, moet sodanige kledingstukke in 'n skoon toestand hou.

(3) Kledingstukke wat ingevolge hierdie klousule verskaf word, bly die eiendom van die werkgewer.

(4) (a) Elke werkgewer wat kledingstukke aan werknemers ooreenkomstig hierdie klousule verskaf, moet 'n register byhou wat te alle tye ter insae beskikbaar is en waarin die name van die betrokke werknemers, die datum waarop die kledingstukke aan hulle uitgereik is en die getal kledingstukke wat uitgereik is, met ink aangeteken moet word.

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

(5) Werkgewers moet aan hul werknemers gratis persoonlike beskermende uitrusting en/of klere verskaf ooreenkomstig enige toepaslike voorskrifte uitgevaardig kragtens die Wet op Masjinerie en Beroepsveiligheid, 1983, soos gewysig.

KLOUSULE 10: DIENSBEÏNDIGING

(1) Behoudens—

(a) die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak sonder kennisgewing vir wanvoorstelling of om 'n regsgeldige rede te beëindig; of

(b) 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer waarby 'n langer kennisgewingstermyn beding word as dié wat in hierdie klousule bepaal word,

moet 'n werkgewer of sy werknemer minstens een week vooraf in die geval van weekliks besoldigde werknemers en twee weke vooraf in die geval van maandeliks besoldigde werknemers kennis gee van sy voorneme om 'n dienskontrak te beëindig.

(2) Die kennisgewing in subklousule (1) hiervan bedoel, moet skriftelik wees, moet in werking tree met ingang van die dag waarop sodanige kennis gegee word en kan op enige dag van die week of maand gegee word: Met dien verstande dat die diensopseggingstermyn nie mag saamval met en daar nie kennis gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof, militêre diensplig of siekteverlof nie.

(3) Indien 'n werkgewer versuim om werk te verskaf of indien 'n werknemer versuim om die toepaslike kennisgewingstermyn uit te dien, moet daar behoudens subklousule (1) 'n bedrag gelyk aan die besoldiging wat gedurende die onverstreke gedeelte van die kennisgewingstermyn verdien sou gewees het, deur die werkgewer en/of die werknemer onderskeidelik betaal of verbeur word.

(4) Ingeval die geld wat 'n werkgewer aan 'n werknemer in die vorm van loon verskuldig is, onvoldoende is vir die volle bedrag van die verbeuring in hierdie klousule bedoel, is die werkgewer, ondanks andersluidende bepalinge in hierdie Ooreenkoms, daarop geregtig om sodanige bedrag af te trek van ander voordele (indien daar is) wat ten tyde van die diensverlating van sodanige werknemer aan die werkgewer verskuldig is.

(5) Behalwe in die geval van 'n ongeletterde werknemer geskied kennis kragtens subklousule (1) skriftelik.

CLAUSE 11: SHORT TIME

(1) Subject to the provisions of subclause (3) of this clause and notwithstanding anything to the contrary in this Agreement, an employer may employ his employees on short time: Provided that such short time is owing to slackness of trade and/or shortage of material, if an employee is required not to attend the establishment on a particular day, the employer shall notify him of the fact not later than the day immediately preceding the day on which he is not required to work, and where the employee is expressly required by the employer to report at the establishment on any particular day for the purpose of ascertaining whether work will be available, he shall, if no work or if work of less than four hours' duration is available, be paid not less than four hours' pay in respect of such a day.

(2) In the event of short time being worked an employer shall not be required to pay wages to his employees except for the period actually worked or as otherwise expressly provided for in subclause (1).

(3) An employee may not be placed on short time on any day which is a public holiday in terms of section 1 or declared as such under section 2 of the Public Holidays Act, 1994.

(4) In the event of any employee being placed on short time in excess of four weeks, the employer concerned shall provide the Regional Council with jurisdiction over the establishment with the following information in writing:

- (a) The names of all employees placed on short time;
- (b) the reasons for extending short time beyond four weeks;
- (c) the date upon which short time commenced; and
- (d) the estimated duration of short time.

(5) In the event of short time exceeding eight weeks the Regional Secretary shall report the matter to the Regional Council concerned.

DIVISION C**CHAPTER I****PROVISIONS RELATING TO ALL ESTABLISHMENTS OTHER THAN THOSE REGISTERED UNDER CHAPTERS II, III, IV OR V****CLAUSE 1: SCOPE OF APPLICATION**

The provisions of this Chapter and those of Divisions A and B shall apply to all establishments operating in the Motor Industry which are not registered under Chapters II, III, IV or V, and if any of the provisions of Divisions A or B are in conflict with the provisions of this Chapter, the provisions of the latter shall prevail.

CLAUSE 2: DEFINITIONS

For the purposes of this Chapter—

(1) "auto-electrician's assistant" (grade 5 employee) means an employee in an auto-electrical shop where at least one journeyman of the type normally employed in this kind of establishment is actively engaged and who, under the supervision of such journeyman, mainly or exclusively removes from and/or replaces electrical components and/or units and/or parts of motor vehicles without making final electrical connections and/or adjustments and/or strips components so removed;

(Note: The number of auto-electrician's assistants that may be employed in any one establishment is governed by the ratio provisions of clause 13 of this Chapter.);

KLOUSULE 11: KORTTYD

(1) Behoudens subklousule (3) van hierdie klousule en ondanks andersluidende bepalings in hierdie Ooreenkoms, kan 'n werkgever sy werknemers korttyd laat werk: Met dien verstande dat waar sodanige korttyd te wyte is aan 'n handelslapse en/of 'n tekort aan materiaal en daar van 'n werknemer vereis word om nie op 'n bepaalde dag in die bedryfsinrigting teenwoordig te wees nie, die werkgever hom voor of op die dag onmiddellik voor die dag waarop daar van hom vereis word om nie te werk nie, van sodanige feit in kennis moet stel, en waar die werkgever uitdruklik van die werknemer vereis om hom op 'n bepaalde dag by die bedryfsinrigting aan te meld met die doel om vas te stel of daar werk beskikbaar is, moet die werknemer, indien daar geen werk beskikbaar is nie of indien werk vir slegs minder as vier uur beskikbaar is, minstens vier uur se besoldiging vir sodanige dag betaal word.

(2) Waar daar korttyd gewerk word, is 'n werkgever nie verplig om lone aan sy werknemers te betaal nie, behalwe vir die tydperk wat hulle werklik gewerk het of soos uitdruklik anders in subklousule (1) bepaal.

(3) 'n Werknemer mag nie op 'n dag wat 'n openbare vakansiedag is kragtens artikel 1 of as sodanig verklaar is kragtens artikel 2 van die Wet op Openbare Vakansiedae, 1994, op 'n korttyd grondslag geplaas word nie.

(4) In die geval van 'n werknemer wat vir meer as vier weke op korttyd geplaas word, moet die betrokke werkgever aan die Streekraad wat jurisdiksie het oor sy onderneming die volgende inligting skriftelik verskaf:

- (a) Die name van alle werknemers wat op korttyd geplaas word;
- (b) die redes vir die verlengde korttyd van meer as vier weke;
- (c) die datum waarop korttyd begin het; en
- (d) die beoogde tydperk van die korttyd.

(5) In geval die korttyd agt weke oorskry, moet die Streeksekretaris die saak aan die betrokke Streekraad rapporteer.

AFDELING C**HOOFSTUK I****BEPALINGS MET BETREKKING TOT ALLE BEDRYFSINRIGTINGS, UITGESONDERD DIE WAT INGEVOLGE HOOFSTUKKE II, III, IV OF V GEREJISTREER IS****KLOUSULE 1: TOEPASSINGSBESTEK**

Die bepalings van hierdie Hoofstuk en dié van Afdelings A en B is van toepassing op alle bedryfsinrigtings in die Motornywerheid wat nie ingevolge Hoofstukke II, III, IV of V gerejistreer is nie, en as enigiemand van die bepalings van Afdelings A of B strydig is met hierdie Hoofstuk, geld die bepalings van laasgenoemde.

KLOUSULE 2: WOORDOMSKRYWING

Vir die doeleindes van hierdie Hoofstuk, beteken—

(1) "motorelektrisiën se assistent" (graad 5-werknemer) 'n werknemer in 'n elektriese motorwinkel waar minstens een vakman van die soort wat gewoonlik in hierdie soort bedryfsinrigting werk, aktief in diens is en wat onder die toesig van sodanige vakman hoofsaaklik of uitsluitlik elektriese komponente en/of eenhede en/of onderdele van motorvoertuie verwyder of terugplaas sonder om finale elektriese verbindings aan te bring en/of komponente wat aldus verwyder is, uitmekaar haal;

(Opmerking: Die getal motorelektrisiën se assistente wat in 'n bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 13 van hierdie Hoofstuk.);

(2) **"B/A journeyman"** (grade 7 employee) means an employee over the age of 22 who is able to prove not less than three years' experience in a trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade, and who under the supervision of a journeyman performs work in the designated trade in which he has had the experience or, with the approval of the Regional Council concerned, in some other trade related to the activities covered by the definition of Motor Industry in this Agreement or an employee who is able to prove to the satisfaction of the Regional Council concerned not less than three and a half years' experience as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto-electrician's assistant or diesel pump room assistant with any employer in the Motor Industry as defined;

(Note: Regarding the proof required of three and a half years' experience a certificate of service shall be issued by the employer in which it is certified that the employee concerned had served either as a repair shop assistant, body shop assistant, motor cycle mechanic's assistant, auto-electrician's assistant or diesel pump room assistant, which certificate in turn shall be verified by the Regional Council concerned and the employee shall submit proof of having attended the proper course at a duly registered group training centre.)

(3) **"battery repairer"** (grade 3 employee) means an employee employed in a battery reconditioning, repairing and/or servicing establishment who mainly or exclusively diagnoses battery faults and/or repairs, dismounts, replates, reassembles and/or reinsulates batteries;

(4) **"body shop assistant"** (grade 5 employee) means an employee who in any auto body repair shop where at least one journeyman of the type normally employed in this kind of workshop is actively engaged, under the supervision of such journeyman, mainly or exclusively—

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

parts and units from motor vehicles, tractors, agricultural machinery and equipment and/or attachments thereof;

alternators;

bodies;

body badges, boot lids and tailgates;

body mouldings;

bonnets;

brake drums—except where the drum and hub are one complete unit;

bulbs;

bumpers;

cables, excluding electrical cables;

cable linkages;

cabs;

carburettors;

clutch cylinders;

clutch plates;

coil springs;

cooling systems, excluding air-conditioning;

cylinder heads, without torquing;

doors, excluding the final adjustments;

door handles;

(2) **"B/A-vakman"** (graad 7-werknemer) 'n werknemer oor die leeftyd van 22 jaar wat kan bewys dat hy minstens drie jaar ondervinding het in 'n ambag wat vir die Motornywerheid aangewys is of, met die goedkeuring van die betrokke Streekraad, ondervinding in 'n ander ambag, en wat onder die toesig van 'n vakman werk in die aangewese ambag verrig waarin hy ondervinding opgedoen het of, met die goedkeuring van die betrokke Streekraad, in 'n ander ambag in verband met die werksaamhede wat deur die omskrywing van "Motornywerheid" in hierdie Ooreenkoms gedek word, of 'n werknemer wat tot tevredenheid van die betrokke Streekraad kan bewys dat hy minstens drie-en-'n-half jaar ondervinding het as 'n herstelwinkelassistent, bakwinkelassistent, motorfietswerktuigkundige se assistent, motorelektrisiën se assistent of dieselpompkamerassistent by 'n werkgewer in die Motornywerheid soos omskryf;

(Opmerking: Aangaande die bewys dat drie-en-'n-half jaar ondervinding wat vereis word, moet die werkgewer, 'n dienssertifikaat uitreik waarin gesertifiseer word at die betrokke werknemer diens gedoen het as 'n herstelwinkelassistent, bakwinkelassistent, motorfietswerktuigkundige se assistent, motorelektrisiën se assistent of dieselpompkamerassistent, welke sertifikaat op by beurt deur die betrokke Streekraad bekragtig moet word en die werknemer moet ook bewys lewer dat hy die toepaslike kursus by 'n behoorlik geregistreerde groepopleidingsentrum bygewoon het.);

(3) **"batteryhersteller"** (graad 3-werknemer) 'n werknemer wat werksaam is in 'n bedryfsinrigting waarin batterye vernuwe, herstel en/of versien word en wat hoofsaaklik of uitsluitlik batterydefekte opspoor en/of batterye herstel, uitmekaarhaal, van nuwe plate voorsien, weer inmekaarsit en/of opnuut isoleer;

(4) **"bakwinkelassistent"** (graad 5-werknemer) 'n werknemer in 'n motorbakherstelwinkel waar minstens een vakman van die tipe wat gewoonlik aktief in hierdie soort werkwinkel werksaam is, in diens is, wat onder toesig van sodanige vakman hoofsaaklik of uitsluitlik—

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

Onderdele en eenhede van motorvoertuie, trekkers, landboumasjinerie en -uitrusting en/of hegstukke daarvan;

alternators;

bakke;

bakkentekens, bagasiebakdeksels en agterklappe;

baklyswerk;

enjinkappe;

remtrommels, uitgesonderd waar die trommel en naaf 'n volledige eenheid vorm;

gloeilampies;

stampers;

kabels, uitgesonderd elektriese kabels;

kabelskakelings;

kajuite;

vergassers;

koppelaarsilinders;

koppelplate;

kronkelvere;

verkoelingstelsels, uitgesonderd lugversorging;

silinderkoppe, maar hulle nie vaswring nie;

deure, uitgesonderd finale regstellings;

deurhandvatsels;

drive shafts, excluding front-wheel drives;
 engine assemblies;
 engine mountings;
 engine mud trays;
 exhaust lines, where no modification is required;
 exhaust systems;
 floor boards;
 floor covers;
 flywheel covers, detachable;
 fuel pipes;
 fuel pumps, excluding injector pumps;
 fuel tanks;
 gearbox assemblies;
 gearbox mountings;
 glass, other than rear lights;
 gravel pans;
 grills;
 handrail brackets;
 headlinings;
 heaters;
 lamps;
 manifolds;
 mudguards;
 non-electrical aerials;
 non-electrical sunroofs;
 oil strainers;
 panels—exterior or interior, and fittings other than where welded;
 pressure plates;
 propeller shafts;
 radiators;
 radiator plugs;
 radios and tape recorders, excluding the final electrical connections;
 rear body lights;
 running boards;
 seats;
 self-starters;
 shells;
 shock absorbers;
 springs' leaf—front and rear;
 striker plates;
 valances;
 water hoses;
 window frames;
 window winders, manual;
 (b) removes and/or without the use of hand tools repositions and hand tightens rear axle housing assemblies;
 (c) removes but does not replace—
 aerials;
 complete front axle assemblies;
 dashboard component parts;
 doors;

dryfasse, uitgesonderd voorwielaandrywings;
 enjinsamestelling;
 enjinmonterings;
 enjinmodderpanne;
 uitlaatleidings, waar geen modifikasie nodig is nie;
 uitlaatstelsels;
 vloerplanke;
 vloerbedekking;
 vliegwieldeksels, verwyderbaar;
 brandstofpype;
 brandstofpompe, uitgesonderd inspuitpompe;
 brandstoftenks;
 ratkassamestelling;
 ratkasmonterings;
 glas, uitgesonderd agterligte;
 gruispanne;
 roosters;
 handrelingklampe;
 dakvoerings;
 verwarmers;
 lampe;
 spuitstukke;
 modderskerms;
 nie-elektriese antennes;
 nie-elektriese sondakke;
 oliesiwwe;
 panele, buite of binne, en toebehore, uitgesonderd waar dit gesweis is;
 drukplate;
 dryfasse;
 verkoelers;
 verkoelerproppe;
 radio's en bandopnemers, uitgesonderd die finale elektriese verbindings;
 agterbakligte;
 treeplanke;
 sitplekke;
 aansitters;
 doppe;
 skokbrekers;
 voorste en agterste bladvere;
 aanslagplate;
 skerms;
 waterslange;
 vensterrame;
 handruitslingers;
 (b) agterashulselsamestelling verwyder en/of sonder die gebruik van handgereedskap weer in posisie plaas en met die hand vasdraai;
 (c) die volgende verwyder maar nie vervang nie:
 Lugtrade;
 volledige voorassamestelling;
 samestellende dele van instrumentpaneel;
 deure;

exterior panels where welded on;
 front-wheel suspensions;
 glass;
 springs, front—coils or wishbone type;
 steering assemblies;
 sunroofs;
 towbars and plug-in wiring units;

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

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

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

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

(h) drills holes to templates;

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

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

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

(l) applies by brush, spray gun, aerosol dispenser or other means dye, paints, varnish, lacquer or other protective coatings to—

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

(m) fitting of front and rear windshields;

(n) removing and/or replacing—

alarms;
 dashboard component parts;
 electric windows;
 immobilisers;
 locks;
 plug-in wiring units;
 radios;
 self-locking units;
 side glasses;
 tow bars;

Provided that the performance of any of the operations enumerated in this definition shall not be construed as permitting the performance of any journeyman's work incidental to such operation;

(Note: The number of body shop assistants that may be employed in any one establishment is governed by the ratio provisions of clause 13 of this Chapter.);

(5) "char" (grade 1 employee) means an employee mainly or exclusively employed in any one or more of the following duties:

Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;

dusting of vehicles;

franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;

buitepanele, waar dit aangesweis word;

voorwielvering;

glas;

voorvere—kronkel- of miktipe;

stuursamestelling;

sondakke;

trekstange en inprop-bedradingseenhede;

(d) met betrekking tot 'n voertuig, lekke in bakke met vulsel herstel en lekke in ewenaar en ratkas van enjins herstel deur dit vas te draai;

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

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

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

(h) gate volgens patroonplate boor;

(i) veiligheids gordels vassit in voertuie waar daar ankerpunte is;

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

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

(l) kleurstof, verf, vernis, lakvernis of ander beskermende lae met 'n kwas, sproeispuut, aerosolhouer of op 'n ander manier aanbring op—

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

(m) passing van voor- en agterruite;

(n) verwydering en/of vervanging van—
 alarms;

instrumentpaneelkomponentdele;

elektriese vensters;

immobiliseerders;

slotte;

inprop-bedradingseenhede;

radio's;

selfsluitende eenhede;

kantruite;

trekstange;

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

(Opmerking: Die getal bakwinkelassistentie wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 13 van hierdie Hoofstuk.);

(5) "skoonmaakster" (graad 1-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die ondergenoemde pligte uitvoer:

Persele, toilet kamers, meubels, gerei of soortgelyke goedere skoonmaak en/of was;

voertuie afstof;

posstukke frankeer, briewe in koeverte plaas, posstukke en ander dokumentasie afhaal en aflewer;

making and/or serving tea or similar beverages;
preparing and/or serving food not for sale to the public;

washing of motor vehicles;

(6) **"forecourt attendant"** (grade 1 employee) means an employee who in a filling and/or service station mainly or exclusively performs any of the following duties:

Attending to the parking of vehicles;

checking for oil leaks, but only during the process of oiling and greasing;

compiling oil sheets for vehicles which are to be lubricated;

connecting and disconnecting batteries;

draining oil sumps;

dusting vehicles;

filling batteries in connection with charging operations, bottles or other containers for stock;

differentials, fuel tanks, gear boxes, master cylinders, oils sumps, radiators and steering boxes;

filling in, by brush, with ready mixed paint small chip marks or scratches on vehicle bodies;

fitting, removing and/or replacing batteries, grease nipples, tyres, tubes, rims and road wheels;

handling money;

inflating tyres and tubes;

issuing parking tickets;

lowering and/or raising motor vehicles by jack or hoist;

maintaining oil stock records at grease hoists;

making and serving tea or similar beverages;

oiling and greasing of motor vehicles or parts thereof;

operating credit card machines for the sale of petrol, lubricants and fuels;

painting battery cradles, rims, tyres and road wheels;

polishing motor vehicles;

receiving money from customers and giving change;

removing air, fuel and oil filters of the screw-on-screw-off types;

repairing punctures, including the fitting and reseating of tyre or inner tube valves;

selling anthracite, braai wood, charcoal, oil, fuel, beverages, food and/or LP gas in sealed containers; and

tightening bolts and studs on differentials, sumps and transmissions when necessary, but only during the process of oiling and greasing;

(7) **"general worker"** (grade 2 employee) means—

(a) in relation to all establishments, an employee who is mainly or exclusively engaged on any of the following duties:

Accepting written orders in return for goods delivered outside the employer's premises;

accompanying a traveller on his journey and assisting in driving and in packing, unpacking and displaying of samples;

affixing printed or ready addressed labels on to bottles, boxes, bales or other packages;

applying adhesives, belt dressing, deadener materials or anti-corrosive coatings (excluding primer, surfaces and finishing coats), putty, sealing compounds for purposes of dust-proofing and/or water-proofing;

applying and removing sash clamps, G-clamps, toggle clamps and battery hold-down clamps;

tee of soortgelyke drankte berei en/of bedien;

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

motorvoertuie was;

(6) **"voorbaanassistent"** (graad 1-werknemer) 'n werknemer wat in 'n vul- en/of diensstasie hoofsaaklik of uitsluitlik enige van die volgende pligte uitvoer:

Help met die parkering van motorvoertuie;

kyk of daar olie uitlek, maar slegs gedurende die olie-en smeerproses;

oliestate opstel vir voertuie wat gesmeer moet word;

batterye konnekteer en diskonnekteer;

oliebakke leegtap;

voertuie afstof;

batterye in verband met laaiwerk, bottels of ander houers vir voorraad, ewenaars, brandstoftanks, ratkaste, hoofsilinders, oliebakke, verkoelers en stuurkaste volmaak;

klein afdopmerkie en skrape aan voertuigbakke deur middel van 'n kwas met vooraf gemengde verf opvul;

batterye, ghriesnippels, buitebande, binnebande, vellings en padwiele aanbring, verwyder en/of vervang;

geld hanteer;

buite- en binnebande oppomp;

parkeerkaartjies uitreik;

motorvoertuie deur middel van 'n domkrag of hystoestel laat sak en/of oplaag;

olievoorraadregisters by smeerhystoestelle byhou;

tee of dergelyke drankte berei en bedien;

motorvoertuie of onderdele daarvan olie en smeer;

kredietkaartmasjiene bedien vir die verkoop van petrol, smeermiddels en brandstof;

batteryrakke, vellings, buitebande en padwiele verf;

motorvoertuie poleer;

geld van klante ontvang en kleingeld gee;

lug-, brandstof en oliefilters van die aanskroef-/afskroeftipe verwyder;

lekplekke heelmaak, met inbegrip van kleppe vir buite- of binnebande aansit en inbed;

antrasiet, braaivleishout, houtskool, olie en brandstof, en koeldranke en/of kos en/of vloeibare petroleumgas in verseelde houers verkoop;

boute en tapboute aan ewenaar, oliebak en transmissiestelsel vasdraai wanneer nodig, maar slegs gedurende die olie- en smeerproses;

(7) **"algemene werker"** (graad 2-werknemer) —

(a) met betrekking tot alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende pligte uitvoer:

Skriftelike bestellings aanneem in ruil vir goedere wat buite die werkgewer se perseel afgelewer word;

'n handelsreisiger op sy reis vergesel en hom help dryf en monsters verpak, uitpak en vertoon;

gedrukte of reeds geadresseerde etikette op bottels, kiste, bale of ander pakkette aanbring;

kleefstof, bandsmeersel, verdofmateriaal of korrosiewerende lae (uitgesonderd grondlae, oppervlakte en afwerklae), stopverf, digtingsmengsels vir stofdigting en/of waterdigting aanwend;

raamklampe, G-klampe, skamierhefboomklampe en batteryyashouklampe aanbring en verwyder;

assembling and/or repairing motor-assisted pedal cycles and pedal-assisted motor cycles;

assembling, packing and mass-measuring goods in accordance with instructions and/or packing slips;

assisting on delivery vans;

attending to boilers;

attending to the parking of vehicles;

carrying goods;

cementing tyres;

checking and/or recording identification marks on goods;

cleaning by hand, brush, machine or pickling, or degreasing;

cleaning moulds;

closing or opening bales, boxes or other packages;

collecting spares on employer's requisition;

compounding in connection with the painting of motor vehicles;

conveying on foot, by bicycle, tricycle, or hand-propelled vehicle, goods, letters or messages;

cooking of rations;

counting and recording the result;

cutting tyres;

digging and/or removing the soil for foundations, drains and trenches;

dismantling scrap motor vehicles, other than the stripping of engines;

emptying containers;

extracting battery cells for inspection;

filing of body filling, solder, welding and old paint from parts under repair and adjacent parts, solder or welding on new parts and of sheet metal which has been panel beaten;

filing and sorting of standard printed forms into alphabetical, numerical, date, colour or commodity order;

firing and loading ovens and furnaces and removing refuse from furnaces;

fitting and/or removing curing tubes and/or sectional bags to and from tyres and placing tyres in moulds thereafter;

fitting and/or removing registration number plates to and from vehicles;

franking mail matter;

gardening;

greasing and oiling machinery, including lathes and overhead shafting, while stationary;

handling moneys;

holding parts, materials and/or tools and placing parts and materials into position under the supervision of an employee in a higher wage group;

issuing materials previously recorded by storekeepers;

issuing and/or receiving tools and/or equipment to and from tool room and maintaining a record thereof;

issuing goods from workshop store to workshop personnel and recording same;

issuing parking tickets;

trapfietse met hulpmotore en motorfietse met hulp-trappe inmeekaarsit en/of herstel;

goedere in ooreenstemming met opdragte en/of verpakkingstrookies bymeekaarmaak, verpak en massa-meet;

hulp of afleweringswaens verleen;

ketels bedien;

help met die parkering van voertuie;

goedere dra;

buitebande sementeer;

identifikasiemerke op goedere nagaan en/of aanteken;

met die hand, 'n borsel, 'n masjien of bytmiddel skoonmaak, of ghries verwyder;

gielvorms skoonmaak;

bale, kiste of ander pakkette toemaak of oopmaak;

reserwedele volgens werkgewer se bestelling bymeekaarmaak;

mengwerk verrig in verband met die verf van motorvoertuie;

goedere, briewe of boodskappe te voet, per fiets, per driewiel of per handvoertuig vervoer;

rantsoene gaarmaak;

optel en die resultaat aanteken;

buitebande opsnij;

grond vir fondamente; riole en slote uitgrawe en/of verwyder;

rommelmotorvoertuie uitmekaarhaal, maar nie die enjins stroop nie;

houers leegmaak;

selle van batterye vir inspeksie uithaal;

bakvulsel, soldeersel, sweiswerk en ou- verf van onderdele wat herstel word en van aangrensende onderdele soldeersel of sweiswerk aan nuwe onderdele en plaatmetaal wat vir duikklopwerk gebruik is af- of gelyk vyl;

gedrukte standaardvorme in alfabetiese, numeriese, datum-, kleur- of kommoditeitsvolgorde liasseer en sorteer;

vure in oonde aansteek en stook en afval uit oonde verwyder;

vormbande en/of seksiesakke aanbring aan en/of verwyder uit buitebande en buitebande daarna in vorms plaas;

registrasienommerplate aanbring aan en/of verwyder van voertuie;

posstukke frankeer;

tuinwerk verrig;

masjinerie, met begrip van draaibanke en bogrondse asaandryfstelsel, smeer en olie terwyl dit nie loop nie;

geld hanteer;

onder toesig van 'n werknemer in 'n hoër loongroep onderdele, materiaal en/of gereedskap vashou en onderdele en materiaal in posisie plaas;

materiaal uitreik wat vooraf deur 'n pakhuisman aangeteken is;

gereedskap en/of uitrusting uitreik aan en/of ontvang van gereedskapkamer en 'n register van sodanige gereedskap byhou;

goedere uit die werkwinkelpakhuis aan die werkwinkelpersoneel uitreik en dit aanteken;

- loading and unloading vehicles;
- making crates;
- marking and/or stencilling packages and/or parts with brush or spraygun or rubber stamps;
- masking;
- mass-measuring and recording the result;
- mixing, by hand or machine, materials, including concrete and mortar, but excluding colour blending and fibre glass constituents;
- moving and/or stacking and/or unpacking goods;
- operating goods lifts and letter copying or duplicating machines;
- operating a passenger lift;
- painting buildings, fences, plant and equipment for maintenance purposes only;
- painting, by brush and/or gun, axles, brake drums, chassis and undersides of vehicle bodies and of trailers;
- painting by brush front and rear bumpers, wheels of commercial vehicles or bus chassis;
- polishing vehicles;
- receiving money from customers and giving change;
- rough water-proofing paint on canvas;
- rough stuff to inside of vehicle bodies;
- painting pallets;
- polishing by hand or machine in connection with the painting of motor vehicles;
- polishing moulds;
- preparing food for cooking;
- pre-treating metal by chemical process in panel-beating establishments;
- recording and/or checking identification marks on goods and registration numbers of vehicles;
- recording on bin cards;
- recording items on a pre-printed check list to workshop;
- removing clip-on body mouldings;
- removing pitch from batteries;
- repairing curing tubes and sectional bags;
- repairing pallets;
- rough cutting;
- rubbing down of filling, primer and putty;
- sand or shot blasting;
- sandpapering;
- screwing down moulds;
- sealing batteries;
- selecting and placing goods into bins;
- smelting of shavings into ingot forms;
- sorting goods and recording the result;
- stirring materials;
- stripping tyres;
- teasing coir and horsehair;
- trimming tyres;
- truing spokewheels;
- washing and polishing motor vehicles;
- waxing moulds;
- wrapping of goods;
- parkeerkaartjies uitreik;
- voertuie laai en aflaai;
- kratke maak;
- pakkette en/of onderdele met 'n kwas of sproeispuut of rubberstempel merk en/of sjabloneer;
- maskeerwerk verrig;
- massameet en die resultaat aanteken;
- materiaal, met inbegrip van beton en dagha, met die hand of 'n masjien meng, maar nie kleure en veselglas-bestanddele meng nie;
- goedere verskuif en/of opstapel en/of uitpak;
- goederehysers en briefkopieer- of afrolmasjiene bedien;
- 'n passasiershysbak bedien;
- geboue, heinings, die masjinerie en uitrusting slegs vir onderhoudsdoeleindes verf;
- asse, remtrommels, onderstelle en die onderkant van voertuigbakke en sleepwaens met 'n kwas en/of sproeispruit verf;
- voor- en agterstampers, wiele van handelsvoertuie of busonderstelle met 'n kwas verf;
- motorvoertuie poleer;
- geld van klante ontvang en kleingeld gee;
- ruwe waterdigtingsverf aan seildoek aanbring;
- die binnekant van motorbakke grofverf;
- palett verf;
- met die hand of 'n masjien poleerwerk verrig in verband met die verf van motorvoertuie;
- gietvorms poleer;
- voedsel voorberei wat gaargemaak moet word;
- metaal vooraf deur middel van 'n chemiese proses behandel in bedryfsinrigtings wat duikklopwerk verrig;
- identifikasiemerke op goedere en registrasienommers van voertuie aanteken en/of nagaan;
- aantekeninge maak op kaarte vir bakke;
- items op 'n vooraf gedrukte kontrolelys vir die werk-winkel aanteken;
- aanknipbaklyswerk verwyder;
- pik van batterye verwyder;
- vormbande en seksiesakke heelmaak;
- palette heelmaak;
- ruwe kapwerk;
- vuisel, grondlaag en stopverf af- of gelyk vryf;
- sand- of haelstraling;
- skuurwerk verrig;
- gietvorm vasskroef;
- batterye verseël;
- goedere uitkies en in bakke plaas;
- skaafsels in gietblokvorms smelt;
- goedere sorteer en die resultaat aanteken;
- materiaal roer;
- buitebande stroop;
- klapperhaar en perdehaar pluis;
- buitebande afwerk;
- speekwiele in haak bring;
- motorvoertuie was en poleer;
- gietvorms met was bestryk;
- goedere toedraai;

writing of addresses copied from invoices or packing slips;

removing but not replacing—

alternators;

body badges;

body mouldings;

bonnets;

bulbs;

bumpers;

cables—excluding electrical cable levers;

doors;

door handles;

engine mud trays;

generators;

damaged glass;

gravel pans;

grills;

lamps;

oil filters or strainers and the cleaning thereof;

rear body lights;

running boards;

seats;

self starters;

shock absorbers, excluding struts;

striker plates;

sump nuts and bolts;

valve covers;

applying protective coating to engines, components or accessories mounted within the engine compartment and to floor mats, seat surfaces, luggage compartments or side-kick plates;

fitting loose seat covers when no alteration is required to them;

removing paint and preparing surface for repainting, excluding the application of lead filler;

mixing by hand or machine, materials, including concrete, mortar and fibre glass constituents, but excluding colour blending;

(b) subject to the provisions of clause 10 of Division A which fixes the minimum weekly wage for driving vehicles, an employee who, in addition to performing any of the duties enumerated in paragraph (a) of this definition, may also drive vehicles;

(c) in relation to an establishment engaged exclusively in the business of motor graveyards and/or motor scrapyards, an employee who, in addition to performing any of the duties enumerated in paragraph (a) of this definition, may also strip engines other than for repair;

(i) "journeyman" (grade 8 employee) means a person who performs journeyman's work and who—

(a) has served an apprenticeship in a designated trade in accordance with the requirements of the Manpower Training Act, 1981, or in accordance with a written contract approved by the Regional Council; or

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

(c) is in possession of a certificate issued to him in terms of the Manpower Training Act, 1981; or

adresse van fakture of verpakkingstrokies of afskryf; verwydering maar nie die terugsit van—

alternators;

bakkentekens;

bakvormwerk;

enjinkappe;

gloeilampe;

buffers;

kabels—uitsluitende elektriese kabelhefbome;

deure;

deurhandvatsels;

enjinmodderbakke;

opwekkers;

beskadigde glas;

gruisbakke;

roosters;

lampe;

oliefilters of oliesiwwe en die skoonmaak daarvan;

agterste bakligte;

treeplanke;

sitplekke;

selfaansitters;

skokbrekers, uitsluitende stutte;

slagpenplate;

oliebakmoere en -boute;

klepdeksels;

aanbring van beskermingslaag aan enjins, komponente of bybehore wat binne die enjinkompartement gemonteer is, en aan vloermatte, sitplekoppervlakke, bagasieruimtes of siskopplate;

pas van los sitplekoortreksels waar geen verstelling daaraan benodig word nie;

verwydering van verf en die voorbereiding van oppervlakke vir die aanbring van verf, maar sluit nie die aanbring van loodvulsel in nie;

materiaal, met inbegrip van beton, dagha en vesel-glasbestanddele met die hand of masjien meng, maar nie kleure meng nie;

(b) behoudens klousule 10 van Afdeling A wat die minimum weekloon vir die dryf van voertuie vasstel, 'n werknemer wat, benewens die verrigting van enigeen van die pligte in paragraaf (a) van hierdie omskrywing opgenoem, ook voertuie kan dryf;

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

(i) "vakman" (graad 8-werknemer) 'n persoon wat vakmanswerk verrig en wat—

(a) 'n leertyd as vakleerling in 'n aangewese ambag uitgedien het ooreenkomstig die vereistes van die Wet op Mannekragopleiding, 1981, of ooreenkomstig 'n skriftelike kontrak wat deur 'n Streekraad goedgekeur is; of

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

(c) in besit is van 'n sertifikaat wat ooreenkomstig die Wet op Mannekragopleiding, 1981, aan hom uitgereik is; of

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

(9) "motor cycle mechanic's assistant" (grade 5 employee) means an employee who in any establishment where at least one journeyman of the type normally employed in this kind of workshop is actively engaged, under the supervision of such journeyman, mainly or exclusively—

(a) removes parts or units from motor cycles and scooters with two or more wheels;

(b) replaces without making final electrical connections—

- bulbs;
- cables, other than electrical cables, and without final adjustment;
- commercial-type carriers, boxes and bodies;
- control levers, without final adjustment;
- crash bars;
- cylinder heads, two-cycle engines only;
- drive chains and sprockets, without final adjustment;
- engine assemblies;
- engine guard plates;
- exhaust systems;
- external covers—detachable;
- footrests, front and rear;
- fenders, front and rear, including mounting stays;
- fuel tanks and pipes thereto;
- front shock absorbers—detachable;
- head lamp internal shells;
- hooters;
- lamps;
- licence holders;
- oil coolers and pipes thereto;
- oil filters and strainers and the cleaning thereof;
- oil tanks and pipes thereto;
- rear shock absorbers;
- stands;
- sump nuts and bolts;
- switch assemblies;

(c) replaces—

- front fork assemblies;
- frames;
- commercial-type side-car assemblies;
- (d) applies protective coatings to engines and exhaust systems;

(e) sets clocks to correct time;

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

(g) checks and reports on the operation of all electrical consumer points, direction indicators, locks and keys, windscreen wipers and washers;

(h) assembles and/or strips units, other than engines, electrical fittings, telescopic forks, hydraulic shock absorbers and controls:

Provided that the performance of any of the operations enumerated in this definition shall not be construed as permitting the performance of any journeyman's work incidental to such operations or the use of a torque wrench;

(Note: The number of motor cycle mechanic's assistants that may be employed in any one establishment is governed by the ratio provisions of clause 13 of this Chapter.)

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

(9) "motorfietswerktuigkundige se assistent" (graad 5-werknemer) 'n werknemer wat in 'n bedryfsinrigting waar minstens een vakman van die tipe wat gewoonlik in dié soort werkwinkel aktief in diens is, onder toesig van sodanige vakman hoofsaaklik of uitsluitlik—

(a) onderdele of eenhede van motorfietsse en bromponies met twee of meer wiele verwyder;

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

- Gloeilampe;
- kabels, uitgesonderd elektriese kabels, en sonder finale regstelling;
- draers, kiste en bakke van die kommersiële tipe;
- skermstawe;
- silinderkoppe, slegs tweeslagenjins;
- dryfkettings en kettingratte, sonder finale regstelling;
- enjinsamestelle;
- enjinskutplate;
- uitlaatstelstels;
- buitenste deksels—verwyderbaar;
- voetruite—voor en agter;
- modderskerms, voor en agter, met inbegrip van monteranks;
- brandstoftanks en die pype daaraan;
- voorsteskokbrekers—verwyderbaar;
- binneste doppe van koplampe;
- toeters;
- lampe;
- lisensiehouers;
- olieverkoelers en die pype daaraan;
- oliefilters en -siwwe en die skoonmaak daarvan;
- olietanks en die pype daarvan;
- agtersteskokbrekers;
- standers;
- oliebakmoere en -boute;
- skakelaarsamestelle;
- (c) die volgende vervang:
- Voorvurksamestelle;
- rame;

sypaansamestelle van die kommersiële tipe;

(d) beskermplaat op enjins en uitlaatstelsels aanbring;

(e) uurwerke op die korrekte tyd instel;

(f) wiele balanseer met 'n masjien wat bedoel is om wiele te balanseer wanneer hulle los van die voertuig af is;

(g) die werking van alle elektriese verbruikspunte, rigtingaanwysers, slotte en sleutels, ruitveers en -spuite, nagaan en verslag daaroor doen;

(h) eenhede monteer en/of uitmekaarhaal, uitgesonderd enjins, elektriese toebehoere, teleskopiese vurke, hidrouliese skokbrekers en kontroles:

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

(Opmerking: Die getal motorfietswerktuigkundige se assistente wat in 'n bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 13 van hierdie Hoofstuk.)

Provided that whenever any employee is required to work overtime for purposes of stocktaking, his employer shall give notice in writing of not less than 7 days of the intention to work such overtime, to the employee concerned.

(4) The minimum rates at which employees shall be remunerated for overtime worked are as follows:

(a) One and a half times his ordinary rate of remuneration for overtime worked between 06:00 and 24:00;

(b) double his ordinary rate of remuneration for overtime worked between 24:00 and 06:00:

Provided that grade 1 and grade 2 employees, drivers light vehicles and drivers heavy vehicles shall not qualify for overtime in respect of any week during which they have worked less than 45 hours, this figure being subject to *pro rata* reduction in respect of the following which occur during a particular week:

(i) A statutory public holiday;

(ii) absence with the permission or condonation of the employer: Provided that an employee who is aggrieved by the employers' non-condonation of his absence may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case; in the event of the employee not being satisfied with the Regional Council's decision he may appeal thereagainst to the National Council, whose decision shall be final;

(iii) the beginning of a new contract of employment.

CLAUSE 6: SHORT TIME

(1) Subject to the provisions of subclause (3) of this clause and notwithstanding anything to the contrary in this Agreement, an employer may employ his employees on short time: Provided that where such short time is owing to slackness of trade and/or shortage of material, if an employee is required not to attend the establishment on a particular day, the employer shall notify him of the fact not later than the day immediately preceding the day on which he is not required to work, and where the employee is expressly required by the employer to report at the establishment on any particular day for the purpose of ascertaining whether work will be available, he shall, if no work or if work of less than four hours' duration is available, be paid not less than four hours' pay in respect of such day.

(2) In the event of short time being worked an employer shall not be required to pay wages to his employees except for the period actually worked or as otherwise expressly provided for in subclause (1) of this clause.

(3) An employee may not be placed on short time on any of the days which are public holidays in terms of section 1 or declared as such under section 2 of the Public Holidays Act, 1994.

(4) An apprentice may not be placed on short time except with the approval of the Registrar of Manpower Training.

(5) In the event of any employee being placed on short time in excess of four weeks, the employer concerned shall provide the Regional Council with jurisdiction over the establishment with the following information in writing:

(a) The names of all employees placed on short time;

(b) the reasons for extending short time beyond four weeks;

Met dien verstande dat wanneer daar van 'n werknemer verwag word om oortyd te werk vir doeleindes van voorraadopname, die werkgewer die betrokke werknemer nie minder as 7 dae skriftelike kennis gee van die voorneme om sulke oortyd te werk nie.

(4) Die minimum lone waarteen werknemers vir oortydwerk besoldig moet word, is soos volg:

(a) Een en 'n half maal sy gewone besoldiging vir oortyd gewerk tussen 06:00 en 24:00;

(b) twee maal sy gewone besoldiging vir oortyd gewerk tussen 24:00 en 06:00:

Met dien verstande dat graad 1- en graad 2-werknemers, drywers ligte voertuie en drywers swaar voertuie nie kwalifiseer vir oortydwerk ten opsigte van 'n week waarin hulle minder as 45 uur gewerk het nie. Hierdie syfer is onderworpe aan 'n *pro rata*-vermindering indien van die volgende gedurende 'n bepaalde week voorkom:

(i) Statutêre openbare vakansiedae;

(ii) afwesigheid met die toestemming of kondonering van die werkgewer: Met dien verstande dat 'n werknemer wat homself veronreg ag omdat sy werkgewer nie sy afwesigheid wil kondoneer nie, by 'n Streekraad appél kan aanteken teen die werkgewer se beslissing wat op hom van toepassing gemaak is, en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekrachtig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het. As die werknemer nie met die Streekraad se beslissing tevrede is nie, kan hy daarteen appél aanteken by die Nasionale Raad wie se beslissing finaal is;

(iii) die begin van 'n nuwe dienskontrak.

KLOUSULE 6: KORTTYD

(1) Behoudens subklousule (3) van hierdie klousule en ondanks andersluidende bepalings in hierdie Ooreenkom, kan 'n werkgewer sy werknemers korttyd laat werk: Met dien verstande dat waar sodanige korttyd te wyte is aan 'n handelslapse en/of 'n tekort aan materiaal en daar van 'n werknemer vereis word om nie op 'n bepaalde dag in die bedryfsinrigting teenwoordig te wees nie, die werkgewer hom voor of op die dag onmiddellik voor die dag waarop daar van hom vereis word om nie te werk nie van sodanige feit in kennis moet stel, en waar die werkgewer uitdruklik van die werknemer vereis om hom op 'n bepaalde dag by die bedryfsinrigting aan te meld met die doel om vas te stel of daar werk beskikbaar is, moet hy, indien daar geen werk beskikbaar is nie of indien slegs werk vir minder as vier uur beskikbaar is, minstens vier uur se besoldiging vir sodanige dag betaal word.

(2) Waar daar korttyd gewerk word, is 'n werkgewer nie verplig om lone aan sy werknemers te betaal nie, behalwe vir die tydperk wat hulle werklik gewerk het of soos uitdruklik anders in subklousule (1) van hierdie klousule bepaal.

(3) 'n Werknemer mag nie op 'n dag wat 'n openbare vakansiedag is kragtens artikel 1 of as sodanig verklaar, is kragtens artikel 2 van die Wet op Openbare Vakansiedae, 1994, op 'n kort tydgrondslag geplaas word nie.

(4) 'n Vakleerling mag nie op 'n korttydgrondslag geplaas word nie, behalwe met die goedkeuring van die Registrateur van Mannekragopleiding.

(5) In die geval van 'n werknemer wat vir meer as vier weke op korttyd geplaas word, moet die betrokke werkgewer aan die Streekraad wat jurisdiksie het oor sy onderneming die volgende inligting skriftelik verskaf:

(a) Die name van alle werknemers wat op korttyd geplaas word;

(b) die redes vir die verlengde korttyd van meer as vier weke;

- (c) the date upon which short time commenced; and
- (d) the estimated duration of short time.

(6) In the event of short time exceeding eight weeks the Regional Secretary shall report the matter to the Regional Council concerned.

CLAUSE 7: SUNDAY WORK

(1) *The right to work on Sundays:* No journeyman shall be required or permitted to work on a Sunday except to perform emergency work.

(2) *Pay for Sunday work:* Subject to the provisions of sub-clauses (3) and (4) of this clause relating to journeymen, forecourt attendants and general workers respectively, the employer of an employee who works on a Sunday shall either—

(a) pay the employee—

(i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or

(ii) if he so works for a period exceeding four hours, remuneration at a rate of not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(b) pay the employee remuneration at a rate of not less than one and one third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(3) Whenever any journeyman works on a Sunday his employer shall pay him at a rate of not less than double his normal hourly rate for every hour or part of an hour so worked.

(4) When any general worker or forecourt attendant who is employed in a parking garage or in a filling and/or service station works his normal shift on any Sunday, his employer shall pay him not less than one and a third ordinary hourly wage in respect of each hour or part of an hour thereof and double his ordinary hourly wage for each hour or part of an hour thereafter, but such general worker shall not be entitled to a day's holiday in respect of such Sunday shift. If any general worker works an additional shift on any Sunday after having completed his normal week during the preceding six week days, he shall be paid for such Sunday work in accordance with subclause (2) (a) (ii) or (2) (b) of this clause.

CLAUSE 8: STAND-BY AND CALL-OUT ALLOWANCES

(1) *Stand-by allowance:* (a) An employer may require a journeyman to 'stand-by' on any Saturday and/or Sunday: Provided that such journeyman shall be entitled to notice, in writing, of not less than one week to that effect.

(b) Whenever an employee is required to 'stand-by' in terms of this clause, he shall be paid, irrespective of whether or not he is required to work whilst on 'stand-by', an allowance of not less than R30 in respect of each day on which he is required to 'stand-by': Provided that whenever he is required to work whilst on 'stand-by', the 'stand-by' allowance shall not be set off against remuneration payable in terms of this Agreement for such work.

(c) An employee who is required to 'stand-by' shall present himself for duty within one hour of being called and where he fails to present himself, the 'stand-by' allowance shall be forfeited.

(2) *Call-out allowance:* (a) An employer may call out an employee to work prior to his normal starting or after his normal finishing time on any day of the week provided a call-out allowance of R30 shall be paid in each case such employee is so called out.

- (c) die datum waarop korttyd begin het; en
- (d) die beoogde tydperk van die korttyd.

(6) Ingeval die korttyd agt weke oorskry, moet die Streeksekreteraris die saak aan die betrokke Streekraad rapporteer.

KLOUSULE 7: SONDAGWERK

(1) *Die reg om op Sondae te werk:* Geen vakman mag verplig of toegelaat word om op 'n Sondag te werk nie, behalwe om noodwerk te verrig.

(2) *Besoldiging vir Sondagwerk:* Behoudens Subklausules (3) en (4) van hierdie klausule betreffende onderskeidelik vakmanne, voorbaanassistenten en algemene werkers moet die werkgewer van 'n werknemer wat op 'n Sondag werk óf—

(a) die werknemer—

(i) as hy aldus hoogstens vier uur werk, minstens die gewone besoldiging betaal wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk; óf

(ii) as hy aldus meer as vier uur werk, minstens dubbel sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk of minstens dubbel die gewone besoldiging betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; óf

(b) die werknemer minstens een en 'n derde maal sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae na sodanige Sondag een dag verlof toestaan en hom daarvoor minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde getal gewone werkure vir daardie dag van die week gewerk het.

(3) Wanneer 'n vakman op 'n Sondag werk, moet sy werkgewer hom minstens dubbel sy gewone uurloon betaal vir elke uur of gedeelte van 'n uur aldus gewerk.

(4) Waar 'n algemene werker of voorbaanassistent wat in 'n parkeergarage of 'n vul- en/of diensstasie in diens is sy gewone skof op 'n Sondag werk, moet sy werkgewer hom minstens een en 'n derde maal sy gewone uurloon betaal vir elke uur of gedeelte daarvan en dubbel sy gewone uurloon vir elke uur of gedeelte daarvan daarna, maar sodanige algemene werker is nie op 'n dag se verlof ten opsigte van sodanige Sondagskof geregtig nie. As 'n algemene werker 'n addisionele skof op 'n Sondag werk nadat hy sy gewone week gedurende die voorafgaande ses weekdae voltooi het, moet hy vir sodanige Sondagwerk in ooreenstemming met subklausule (2) (a) (ii) of 2 (b) van hierdie klausule besoldig word.

KLOUSULE 8: GEREEDHEIDS- EN ROEPTOELAE

(1) *Gereedheidstoelae:* (a) 'n Werkgewer kan van 'n vakman vereis om "gereed" te wees op 'n Saterdag en/of Sondag mits sodanige vakman minstens een week skriftelik kennis daarvan gegee word.

(b) Wanneer daarvan 'n werknemer vereis word om ingevolge hierdie klausule "gereed" te wees, moet hy 'n "gereedheidstoelae" van minstens R30 ontvang vir elke dag waarop hy "gereed" moet wees, afgesien daarvan of daar van hom vereis word om te werk of nie terwyl hy "gereed" is: Met dien verstande dat as hy verplig word om te werk terwyl hy "gereed" is die "gereedheidstoelae" nie afgetrek mag word van besoldiging wat vir sodanige werk ingevolge hierdie Ooreenkoms betaalbaar is nie.

(c) 'n Werknemer wat "gereed" moet wees, moet homself vir diens aanmeld binne een uur nadat hy geroep is en as hy versuim om homself aan te meld, verbeur hy die "gereedheidstoelae".

(2) *Roepstoelae:* (a) 'n Werkgewer kan 'n werknemer vóór sy gewone aanvangstyd of ná sy gewone uitskeityd roep op enige dag van die week, mits daar 'n roepstoelae van R30 betaal word in elke geval waar so 'n werknemer aldus geroep word.

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

(9) On the termination of the services of an employee who has qualified for annual leave in terms of subclause (2) of this clause, but who has not been granted or has not taken his leave at the date of such termination, an amount of leave pay calculated in accordance with the provisions of subclause (10) of this clause shall be paid by his employer.

(10) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of subclause (2) of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed span of employment from the date of beginning work with the employer or from the date on which his last leave became due, whichever is the later. For the purposes of this subclause, 'span' means the number of shifts normally worked by the employee in a week.

(Note: Accrued leave pay is calculated by multiplying three weeks' wages by the fraction of a year worked, thus—

for six months' employment leave pay is $\frac{1}{2} \times$ three weeks' pay;

for 13 weeks' employment, leave pay is $\frac{1}{4} \times$ three weeks' pay;

for five weeks' employment, leave pay is $\frac{5}{32} \times$ three weeks' pay.

To arrive at three weeks' pay for a monthly-paid employee, multiply the monthly pay by $\frac{9}{13}$. Thus for a monthly-paid employee the leave accrued in—

six months is $\frac{1}{2} \times \frac{9}{13} \times$ one month's pay;

13 weeks is $\frac{1}{4} \times \frac{9}{13} \times$ one month's pay;

five weeks is $\frac{5}{32} \times \frac{9}{13} \times$ one month's pay.)

(11) In the case of all employees the accrued leave pay referred to in subclause (10) of this clause shall be paid direct to the employee on termination of service.

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

(13) (a) An employer may at any time, but not more than once in any period of 12 consecutive months, close his establishment for purposes of granting his employees paid leave as prescribed by this clause, and where at the date of closing of the establishment any employee is not entitled to the full prescribed period of paid annual leave, the employer shall pay him an amount on the basis laid down in subclause (10) of this clause as if his employment had terminated, plus remuneration in respect of any of the paid public holidays which fall during the period the establishment is closed and which are required to be added to an employee's annual leave in terms of subclause (5) of this clause at a rate of not less than he would normally have received for his ordinary working hours for that day of the week: Provided that maintenance personnel may, subject to the provisions of subclause (7) of this clause, be required or permitted to work during the period the establishment is closed in terms of this subclause.

(8) Behoudens andersluidende bepalings in hierdie Ooreenkoms mag geen bedrae wat aan 'n werkgewer verskuldig is, van verlofbesoldiging afgetrek word nie.

(9) By diensbeëindiging van 'n werknemer wat kragtens subklousule (2) van hierdie klousule vir jaarlikse verlof gekwalifiseer het, maar aan wie verlof nie op die datum van sodanige beëindiging toegestaan is of wat dit nie geneem het nie, moet sy werkgewer hom verlofbesoldiging, bereken ooreenkomstig subklousule (10) van hierdie klousule, betaal.

(10) 'n Werknemer wat ontslaan word of sy diens verlaat voor die datum waarop hy ingevolge subklousule (2) van hierdie klousule vir jaarlikse verlof gekwalifiseer het, is geregtig op besoldiging vir opgelope verlof gelyk aan drie twee-en-vyftigstes van een week se besoldiging vir elke voltooide diensspan vanaf die datum waarop hy by die werkgewer in diens getree het of vanaf die datum waarop sy laaste verlof verskuldig geword het, naamlik die jongste datum. Vir die toepassing van hierdie subklousule beteken "diensspan" die getal skofte wat die werknemer gewoonlik in 'n week werk.

(Opmerking: Besoldiging vir opgelope verlof word bereken deur drie weke se loon te vermenigvuldig met die gedeelte van 'n jaar gewerk, aldus:

Vir ses maande diens is die verlofbesoldiging $\frac{1}{2} \times$ drie weke se besoldiging;

vir 13 weke diens is die verlofbesoldiging $\frac{1}{4} \times$ drie weke se besoldiging;

vir vyf weke diens is die verlofbesoldiging $\frac{5}{32} \times$ drie weke se besoldiging.

Om drie weke se besoldiging vir 'n maandelikse besoldigde werknemer te bereken, moet die maandelikse besoldiging met $\frac{9}{13}$ vermenigvuldig word. Wat 'n maandelikse besoldigde werknemer betref, is die verlofbesoldiging opgeloop in—

ses maande, dus $\frac{1}{2} \times \frac{9}{13} \times$ een maand se besoldiging;

13 weke dus $\frac{1}{4} \times \frac{9}{13} \times$ een maand se besoldiging;

vyf weke, dus $\frac{5}{32} \times \frac{9}{13} \times$ een maand se besoldiging.)

(11) In die geval van alle werknemers moet die besoldiging vir opgelope verlof in subklousule (10) van hierdie klousule bedoel, by diensbeëindiging regstreeks aan die werknemer betaal word.

(12) Besoldiging vir opgelope verlof wat deur 'n werkgewer namens 'n werknemer gehou word wat om gesondheidsredes of ander ongeskiktheid nie in staat is om sy beroep voort te sit nie word onmiddellik aan die werknemer betaalbaar, en opgelope verlofgeld verskuldig aan 'n werknemer wat in die loop van sy diens sterf, word onmiddellik aan sy boedel betaalbaar.

(13) (a) 'n Werkgewer kan te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 agtereenvolgende maande, sy bedryfsinrigting sluit ten einde aan sy werknemers verlof met besoldiging toe te staan soos by hierdie klousule voorgeskryf, en waar 'n werknemer op die datum waarop die bedryfsinrigting sluit nie op die volle voorgeskrewe tydperk van jaarlikse verlof met besoldiging geregtig is nie, moet die werkgewer aan hom 'n bedrag betaal op die grondslag wat in subklousule (10) van hierdie klousule voorgeskryf is, asof sy diens geëindig het, plus besoldiging vir openbare vakansiedae met besoldiging wat binne die tydperk val waartydens die bedryfsinrigting gesluit is en wat ingevolge subklousule (5) van hierdie klousule by 'n werknemer se jaarlikse verlof getel moet word, en wel teen minstens die skaal wat hy gewoonlik vir sy gewone werkure vir daardie dag van die week sou ontvang het: Met dien verstande dat daar, behoudens subklousule (7) van hierdie klousule, van onderhoudspersoneel vereis of hulle toegelaat kan word om gedurende die tydperk waartydens die bedryfsinrigting ingevolge hierdie subklousule gesluit is, te werk.

(b) For the purposes of this clause, "maintenance personnel" shall mean employees engaged in the maintenance, overhauling or repairing of machinery, equipment or plant.

(c) An employer who decides to close his establishment in terms of this subclause shall advise his employees of his decision at least three months before such closing.

CLAUSE 10: ADDITIONAL HOLIDAY PAY

(1) Every employer shall in respect of every grade 7 and grade 8 employee employed by him pay additional holiday pay of R19,50 for each week of employment in the case of a grade 7 employee and R21,50 for each week of employment in the case of a grade 8 employee: Provided that—

(a) where a grade 7 or grade 8 employee receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall be payable on behalf of such employee in respect of that week, unless such lesser wages are attributable to absence from work—

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

(ii) because of shorttime; or

(iii) while on military service in terms of the Defence Act, 1957 (Act 44 of 1957), to the extent of a maximum period of four months per year;

(b) where in any leave cycle a grade 7 or grade 8 employee has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by one-fifth of the weekly amount payable, in respect of each further day of absence through illness or accident.

(2) Subject to the provisions of subclause (3) of this clause, the amounts payable in terms of subclause (1) of this clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees concerned and the amount of the additional holiday pay being sent for each such employee to the secretary of the Regional Council in whose area of jurisdiction the establishment is situated.

(Note:

1. Forms prepared specifically for the inclusion of the details required by this subclause are obtainable from the secretary of the Regional Council concerned.

2. Notwithstanding the provisions of subclause (2) of this clause, an employer may apply to the Regional Council concerned for an exemption in terms of which such additional holiday pay may be paid direct to the employee when he proceeds on annual leave.)

(3) (a) In cases where a grade 7 or grade 8 employee has been absent from work for the reasons specified under proviso (a) (i) and (ii) of subclause (1) of this clause, the additional holiday pay in terms of subclause (1) of this clause shall be paid by the employer direct to the beneficiary on or before each pay-day falling within his period of absence.

(b) In cases where a grade 7 or grade 8 employee has been absent from work for the reason specified under proviso (a) (iii) of subclause (1) of this clause, the additional holiday pay payable in terms of subclause (1) of this clause shall be paid by the employer direct to the beneficiary when he qualifies for or takes his annual leave.

(b) Vir die toepassing van hierdie klousule beteken "onderhoudspersoneel" werknemers in diens vir die onderhoud, opknapping of herstel van masjinerie, uitrusting of installasie.

(c) 'n Werkgewer wat besluit om sy bedryfsinrigting ooreenkomstig hierdie subklousule te sluit, moet sy werknemers minstens drie maande voor sodanige sluiting van sy besluit in kennis stel.

KLOUSULE 10: ADDISIONELE VAKANSIEBESOLDIGING

(1) Elke werkgewer moet ten opsigte van elke graad 7- en graad 8-werknemer wat by hom in diens is, addisionele vakansiebesoldiging van R19,50 vir elke week diens in die geval van 'n graad 7-werknemer en R21,50 vir elk week diens in die geval van 'n graad 8-werknemer betaal: Met dien verstande dat—

(a) waar 'n graad 7- of graad 8-werknemer 'n loon vir minder as altesaam 23 uur in 'n week ontvang of daarop geregtig is, geen addisionele vakansiebesoldiging ten behoeve van sodanige werknemer vir daardie week betaalbaar is nie, tensy sodanige laer loon toe te skryf is aan afwesigheid van werk—

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

(ii) as gevolg van korttyd; of

(iii) weens militêre diens ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957), van hoogstens vier maande per jaar;

(b) waar 'n graad 7- of graad 8-werknemer in 'n verlofsiklus weens siekte of 'n ongeluk 30 dae lank van sy werk afwesig was, sy werkgewer die addisionele vakansiebesoldiging met een vyfde van die weeklikste bedrag betaalbaar kan verminder vir elke verdere dag van afwesigheid weens siekte of 'n ongeluk.

(2) Die bedrae wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, moet, behoudens subklousule (3) van hierdie klousule, deur die werkgewer maandeliks, voor of op die 10de dag van die maand wat onmiddellik volg op dié waarop sodanige bedrae betrekking het, saam met 'n skriftelike verklaring van die name van die betrokke werknemers en die bedrag van die addisionele vakansiebesoldiging wat ten opsigte van elke sodanige werknemer aangestuur word, gestuur word aan die sekretaris van die Streekraad in wie se regsgebied sy bedryfsinrigting geleë is.

(Opmerking:

1. Vorms wat spesiaal opgestel is vir die insluiting van die besonderhede wat ingevolge hierdie subklousule vereis word, kan op aanvraag van die sekretaris van die betrokke Streekraad verkry word.

2. Ondanks die bepalinge van subklousule (2) van hierdie klousule mag 'n werkgewer aansoek doen by die betrokke Streekraad om vrystelling ingevolge waarvan die addisionele vakansiebesoldiging direk aan die werknemer betaal mag word wanneer hy met verlof gaan.)

(3) (a) In gevalle waar 'n graad 7- of graad 8-werknemer van sy werk afwesig was om die redes genoem in voorbehoudsbepaling (a) (i) en (ii) van subklousule (1) van hierdie klousule, moet die werkgewer die addisionele vakansiebesoldiging wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, voor of op elke betaaldag wat binne die tydperk van sy afwesigheid val, regstreeks aan die bevoordeelde betaal.

(b) In gevalle waar 'n graad 7- of graad 8-werknemer van sy werk afwesig was om die rede genoem in voorbehoudsbepaling (a) (iii) van subklousule (1) van hierdie klousule, moet die werkgewer die addisionele vakansiebesoldiging wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, regstreeks aan die bevoordeelde betaal wanneer hy vir sy jaarlikse verlof kwalifiseer of dit neem.

(4) The additional holiday pay payable in terms of sub-clause (1) of this clause shall be payable to grade 7 and grade 8 employees when they proceed on annual leave, and application for it shall be lodged with the Regional Secretary concerned at least two weeks before the beneficiary's leave is due to begin.

(5) Subject to the provisions of clause 14 (4) of the Administrative Agreement, no deductions from additional holiday pay shall be made as a set-off against any moneys which may be owing to the employer.

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

(7) All amounts received in respect of additional holiday pay shall be placed in a special account operated by Regional Councils.

(8) Except as otherwise provided in this clause, additional holiday pay held on behalf of an employee shall be paid to him—

(a) if he leaves the industry, on the expiration of 52 weeks calculated from the date on which the additional holiday pay commenced to accrue;

(b) while he is employed in the industry, when he proceeds on annual leave;

or earlier, at the discretion of the Regional Council concerned.

(9) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in clause 33 of the Administrative Agreement, from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

(10) (a) Employees for whom additional holiday pay is not prescribed in terms of this Agreement who qualify for paid annual leave shall be paid a holiday bonus by their employers.

(b) The amount of the holiday bonus referred to in paragraph (a) shall be two weeks' wages.

(c) Payment of the bonus shall be made as follows by mutual agreement between employer and employee:

(i) on completion of 12 months' service; or

(ii) at commencement of the employee's annual leave; or

(iii) not later than the 20th day of December of each year.

Provided that in the event of agreement not having been reached between the employer and the employee, the bonus will be payable to the employee on completion of his leave cycle.

CLAUSE 11: SUPPLY OF OVERALLS

(1) Every employer shall supply, free of charge, to each of his employees, other than chars, watchmen, general workers and drivers, three first grade overalls during each yearly cycle of employment: Provided that two overalls are supplied at the beginning of the cycle and the third overall after six months' employment.

(4) Die addisionele vakansiebesoldiging wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, word aan 'n graad 7- of graad 8-werknemer betaal wanneer hy met jaarlikse verlof gaan, en aansoek daarvoor moet by die betrokke Streekraad gedoen word minstens twee weke voordat die bevoordeelde se verlof begin.

(5) Behoudens klousule 14 (4) van die Administratiewe Ooreenkoms mag geen bedrae wat aan die werkgewer verskuldig is, van die addisionele vakansiebesoldiging by wyse van skuldvergeljking afgetrek word nie.

(6) Addisionele vakansiebesoldiging wat deur 'n Streekraad of 'n werkgewer namens 'n werknemer gehou word wat om gesondheidsredes of ander ongeskiktheid nie in staat is om sy beroep voort te sit nie, word onmiddellik aan die werknemer betaalbaar, en addisionele vakansiebesoldiging verskuldig aan 'n werknemer wat in die loop van sy diens sterf, word onmiddellik aan sy boedel betaalbaar.

(7) Alle bedrae wat ten opsigte van addisionele vakansiebesoldiging ontvang word, moet gestort word in 'n spesiale rekening wat Streekrade hanteer.

(8) Behoudens andersluidende bepalinge in hierdie klousule, moet addisionele vakansiebesoldiging wat namens 'n werknemer gehou word—

(a) indien hy die Nywerheid verlaat, aan hom betaal word na verstryking van 52 weke, bereken vanaf die datum waarop die verlofbesoldiging begin oploop het;

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

of dit kan, na goeddunke van die betrokke Streekraad, eerder betaal word.

(9) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is, nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers soos voorgeskryf in klousule 33 van die Administratiewe Ooreenkoms vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na goeddunke betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

(10) (a) Werknemers vir wie addisionele vakansiebesoldiging nie ingevolge hierdie Ooreenkoms voorgeskryf word nie en wat vir betaalde jaarlikse verlof kwalifiseer, moet deur hul werkgewers 'n vakansiebonus betaal word.

(b) Die bedrag van die vakansiebonus in paragraaf (a) bedoel, moet gelykstaande wees met twee weke se loon.

(c) Betaling van die bonus moet geskied onderworpe aan onderlinge ooreenkoms tussen die werkgewer en werknemer:

(i) by voltooiing van 12 maande diens; of

(ii) met die aanvang van die werknemer se jaarlikse verlof; of

(iii) nie later as die 20ste dag van Desember van elke jaar.

Met dien verstande dat in die geval waar ooreenkoms nie tussen die werkgewer en werknemer bereik is nie, die bonus by voltooiing van die werknemer se verlofsiklus aan hom betaalbaar is.

KLOUSULE 11: VERSKAFFING VAN OORPAKKE

(1) Elke werkgewer moet aan elkeen van sy werknemers, uitgesonderd skoonmaaksters, wagte, drywers en algemene werkers, drie eerstekraadse oorpakke gedurende elke jaarlike diens-siklus gratis verskaf: Met dien verstande dat twee oorpakke aan die begin van die siklus verskaf word en die derde oorpak na ses maande diens.

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

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

(4) *Ownership:* The employer remains the owner of any item supplied to an employee by him free of charge in terms of this clause.

(5) *Keeping of register:*

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

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

(6) *Protective clothing:* Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with any applicable prescriptions promulgated in terms of the Machinery and Occupational Safety Act, 1983.

CLAUSE 12: SUPPLY OF TOOLS

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

Electrical and/or pneumatic drilling machines;
benches and vices;
jacks and trestles;
emery wheels;
blocks and tackles or cranes;
grease guns or other greasing apparatus;
extension lights with a maximum of one globe per month;
waste or sweat rags;
means of cleaning greasy parts;
hacksaw blades;
203 mm files and over;
one mechanic's cradle in respect of each journeyman motor mechanic employed in the employer's workshop;
trimmers' sewing machines;
stud extractors;
drills of over 9,525 mm;
reamers of all sizes;
screwing tackles;
stocks and dies and taps;
blow lamps;
all special spanners;
hammers of 1 361 g and over;
Stillson wrenches over 305 mm;
torque irons;
large soldering irons;
rivet sets;
valve seat cutters;
valve grinding compound;

(2) *Was en stryk van kledingstukke:* Werknemers wat ingevolge hierdie Ooreenkoms van kledingstukke voorsien word, moet sodanige kledingstukke in 'n skoon toestand hou.

(3) Vir die toepassing van hierdie klousule beteken "jaar-siklus diens" 'n tydperk van 12 maande ononderbroke diens by dieselfde werkgever, wat bereken moet word vanaf die datum van indienstreding by sodanige werkgever.

(4) *Eiendomsreg op kledingstukke:* Kledingstukke wat ingevolge hierdie klousule gratis aan 'n werknemer uitgereik is, bly die eiendom van die werkgever.

(5) *Byhou van register:*

(a) Elke werkgever wat kledingstukke aan werknemers ooreenkomstig hierdie klousule verskaf, moet 'n register byhou wat te alle tye ter insae beskikbaar is en waarin die name van die betrokke werknemers, die datum waarop die kledingstukke aan hulle uitgereik is en die getal kledingstukke wat uitgereik is, met ink aange-teken moet word.

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

(6) *Beskermdede klere:* Werkgewers moet aan hul werknemers gratis persoonlike beskermde uitrustings en/of klere verskaf ooreenkomstig enige toepaslike voorskrifte uitgevaardig kragtens die Wet op Masjinerie en Beroepsveiligheid, 1983.

KLousULE 12: VERSKAFFING VAN GEREEDSKAP

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

Elektriese en/of druklugboormasjiene;
banke en bankskroewe;
domkragte en bokke;
stuurwiele;
katrolstelle of hyskrane;
ghriesspuitte of ander ghriesapparaat;
verlengligte met 'n maksimum van een gloeilamp per maand;
poets- of sweetlappes;
middels vir die skoonmaak van olierige onderdele;
ystersaaglemme;
vyle van 203 mm en langer;
een werktuigkundige se wieg vir elke vakmanmotor-werktuigkundige wat in die werkgever se werkwinkel werksaam is;
stoffsmaasmasjiene;
tabboutrekkers;
bore van meer as 9,525 mm;
ruimers van alle groottes;
skroefsnijgereedskap;
stokke en snymoere en snytappe;
blaaslampe;
alle spesiale moersleutels;
hamers van 1 361 g en swaarder;
Stillson-moersleutels van meer as 305 mm;
wringysters;
groot soldeerboute;
klinknaelstelle;
klepbeddingfrese;
klepslypmengsel;

micrometers;

hydrometers and electrical testing and fault-finding apparatus;

blacksmith's tools;

such other tools as are customarily supplied by employers.

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

(3) An employer may require each of his journeymen to supply his own tools for own use in the course of his work.

(4) An employer shall provide each repair shop assistant and body shop assistant in his employ and all employees, other than journeymen, with the tools they require for the adequate performance of their duties, and such tools shall remain the property of the employer.

(5) An apprentice who uses his own tools in the course of his employment must be paid R7,50 per week in addition to his normal remuneration, except in the case of an apprentice spraypainter, who must be paid 75c per week in addition to his normal remuneration.

(6) Every employer shall insure the tools provided by each of his journeymen and apprentices against loss through fire or theft by forced entry into his premises for the replacement value to a maximum of R7 000 per employee. The maximum amount of insurance shall be determined after a proper inventory of tools in his possession has been submitted by the employee to the employer. The maximum amount of actual insurance is to be reviewed from time to time as and when the inventory of tools changes.

(7) Any loss through fire or theft of the nature referred to in subclause (6) in excess of the replacement value up to a maximum of R7 000 per employee shall be borne by the employee concerned.

(8) In the event of any of the tools provided by a journeyman or apprentice being lost, missing or not available for any reason, other than those referred to in subclause (6), the journeyman or apprentice concerned shall replace, renew or recondition such tools at his own expense.

(9) If any apprentice fails to replace, renew or recondition such tools, his employer shall have the right to discontinue payment of the tool allowance provided for in subclause (5) until such time as the apprentice concerned complies with the provisions of subclause (8).

(10) In every establishment in which apprentices are employed, the employer shall cause to be displayed, in a place readily accessible to his employees, a copy of the tool list approved by the Council.

(11) Any apprentice who works less than 23 hours in any one week shall not be entitled to any tool allowance in respect of that week.

(12) The tool allowance referred to in this clause shall be paid at the same time as the apprentice's wages are paid, and no employer shall require or permit any apprentice to repay him the whole or any part of any tool allowance, nor shall he do any act or cause or permit any act to be done as a direct or indirect result of which any apprentice is deprived of the benefit or any part of the benefit of such allowance, save as provided in subclauses (9) and (11).

(13) The tools referred to in subclauses (3), (5), (6), (8) and (10) of this clause are the tools listed for the category of employee concerned in Annexure C to this Agreement.

mikrometers;

hidrometers en elektriese toets- en defekopsporings-apparaat;

grofsmidgereedskap;

ander stukke gereedskap wat gewoonlik deur werk-gewers verskaf word.

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

(3) 'n Werkgever kan van elk van sy vakmanne vereis om sy eie gereedskap te verskaf vir gebruik by sy werk.

(4) 'n Werkgever moet elke herstelwinkelassistent en bakwinkelassistent in sy diens en alle werknemers, uitgesonderd vakmanne, voorsien van die gereedskap wat hulle nodig het om hul pligte doeltreffend te verrig, en sodanige gereedskap bly die eiendom van die werkgever.

(5) 'n Vakleerling wat sy eie gereedskap gebruik terwyl hy in diens is, moet, benewens sy gewone besoldiging, R7,50 per week betaal word, behalwe in die geval van 'n vakleerlingspuitverwer wat, benewens sy gewone besoldiging, 75c per week betaal moet word.

(6) Elke werkgever moet die gereedskap wat elk van sy vakmanne en vakleerlinge self verskaf, teen verlies as gevolg van 'n brand by sy perseel of diefstal deur inbraak in sy perseel vir die vervangingswaarde tot 'n maksimum van R7 000 per werknemer verseker. Die maksimum bedrag van die versekering moet bepaal word nadat die werknemer 'n behoorlike inventaris van die gereedskap in sy besit aan die werkgever voorgelê het. Die maksimum bedrag van die werklike versekering moet van tyd tot tyd hersien word namate die inventaris van die gereedskap gewysig word.

(7) Verlies as gevolg van brand of diefstal van die aard in subklousule (6) bedoel wat meer is as die vervangingswaarde tot 'n maksimum van R7 000 per werknemer, moet deur die betrokke werknemer gedra word.

(8) As van die gereedskap wat deur 'n vakman of vakleerling verskaf is, verlore raak of om 'n ander rede as dié in subklousule (6) bedoel nie beskikbaar is nie, moet die betrokke vakman of vakleerling sodanige gereedskap op eie koste vervang, vernuwe of opknap.

(9) As 'n vakleerling versuim om sodanige gereedskap te vervang, te vernuwe of op te knap, het sy werkgever die reg om op te hou met die betaling van die gereedskapstoelae wat in subklousule (5) voorgeskryf word tot tyd en wyl die betrokke vakleerling aan subklousule (8) voldoen.

(10) Die werkgever moet in elke bedryfsinrigting waarin vakleerlinge in diens is, 'n afskrif van die gereedskaplys wat deur die Raad goedgekeur is, vertoon op 'n plek wat maklik vir sy werknemers toeganklik is.

(11) Vakleerlinge wat minder as 23 uur in 'n bepaalde week werk, is nie op 'n gereedskapstoelae vir daardie week geregtig nie.

(12) Die gereedskapstoelae wat in hierdie klousule bedoel word, moet gelyktydig met die betaling van die vakleerling se loon betaal word en geen werkgever mag van 'n vakleerling vereis of hom toelaat om die totaal of 'n gedeelte van 'n gereedskapstoelae aan hom terug te betaal nie en hy mag ook niks doen of laat doen of toelaat dat iets gedoen word wat regstreeks of onregstreeks daartoe lei dat 'n vakleerling die voordeel of 'n gedeelte van die voordeel van sodanige toelae ontnem word nie, behalwe soos in subklousules (9) en (11) bepaal.

(13) Die gereedskap in subklousules (3), (5), (6), (8) en (10) van hierdie klousule bedoel, is dié wat in Aanhangsel C van hierdie Ooreenkoms vir die betrokke kategorie werknemer voorkom.

CLAUSE 13: RATIO

(1) *Auto-electrician's assistant*: Subject to the proviso set out hereunder, an employer shall not engage an auto-electrician's assistant unless he—

- (a) employs at least one journeyman; and
- (b) in addition, employs at least one apprentice who is indentured to him or one trainee in terms of the Manpower Training Act, 1981.

At no time shall the total number of auto-electricians' assistants at an establishment exceed the aggregate number of journeymen increased by one employed at the establishment and neither shall it exceed twice the aggregate of the number of indentured apprentices and the number of trainees increased by one employed in terms of the Manpower Training Act, 1981, at that establishment:

Provided that in the case of an employer who has only one journeyman actively engaged in his workshop the requirements regarding employment of apprentices or trainees shall not be applicable.

(Notice: Applications for exemption from the provisions of this subclause must be directed to the National Council, i.e. not to Regional Councils as in the case of other exemptions.)

(2) *B/A journeyman*: An employer shall not employ a B/A journeyman unless he has at least one journeyman actively engaged in his workshop, and the number of B/A journeymen employed shall at no time exceed the number of journeymen increased by one actively engaged in the workshop.

(Note: The provisions of this subclause shall not be deemed to require an employer to discharge any B/A journeyman in his employ on the date of coming into operation of this Agreement.)

(3) *Body shop assistant*: Subject to the provisos set out hereunder, an employer shall not engage a body shop assistant unless he—

- (a) employs at least one journeyman; and
- (b) in addition, employs at least one apprentice who is indentured to him or one trainee in terms of the Manpower Training Act, 1981.

At no time shall the total number of body shop assistants employed at an establishment exceed the aggregate number of journeymen increased by one employed at that establishment and neither shall it exceed twice the aggregate of the number of indentured apprentices and the number of trainees increased by one employed in terms of the Manpower Training Act, 1981, at that establishment:

Provided that—

- (i) the provisions of this subclause shall not be deemed to require an employer to discharge any body shop assistant in his employ on 2 August 1982;
- (ii) in the case of an employer who has only one journeyman actively engaged in his workshop the requirements regarding the employment of apprentices or trainees shall not be applicable.

(Note: Applications for exemption from the provisions of this subclause must be directed to the National Council, i.e. not to Regional Councils as in the case of other exemptions.)

(4) *Diesel pump room assistants*: An employer shall not employ a diesel pump room assistant unless he has at least one journeyman actively engaged in his pump room, and the number of diesel pump room assistants in his employ shall at no time exceed the number of journeymen increased by one actively engaged in his pump room.

KLOUSULE 13: GETALSVERHOUDING

(1) *Motorelektrisiën se assistent*: Behoudens die voorbehoudsbepaling hieronder uiteengesit, mag 'n werkgewer nie 'n motorelektrisiën se assistent in diens neem nie, tensy hy—

- (a) minstens een vakman in sy diens het; en
- (b) daarbenewens minstens een vakleerling wat by hom ingeboek is of een kwekeling ingevolge die Wet op Mannekragopleiding, 1981, in diens neem.

Die totale getal motorelektrisiën se assistente in diens by 'n bedryfsinrigting mag nooit meer wees nie as die totale getal vakmanne vermeerder met een in diens by daardie bedryfsinrigting of twee maal die totale getal vakleerlinge wat by die inrigting ingeboek is en die getal kwekelinge vermeerder met een in diens ingevolge die Wet op Mannekragopleiding, 1981:

Met dien verstande dat in die geval van 'n werkgewer wat slegs een vakman het wat aktief in sy werkwinkel in diens is die vereistes betreffende die indiensneming van vakleerlinge of kwekelinge nie van toepassing is nie.

(Opmerking: Aansoeke om vrystelling van die bepalings van hierdie subklousule moet gerig word aan die Nasionale Raad, dit wil sê nie aan die Streekgrade soos in die geval van ander vrystellings nie.)

(2) *B/A-vakman*: 'n Werkgewer mag nie 'n B/A-vakman in diens neem nie tensy daar minstens een vakman vermeerder met een aktief in sy werkwinkel in diens is, en die getal B/A-vakmanne in sy diens mag nooit meer wees as die getal vakmanne wat aktief in sy werkwinkel in diens is nie.

(Opmerking: Daar moet nie geag word dat daar van 'n werkgewer ingevolge hierdie subklousule vereis kan word om 'n B/A-vakman wat op die datum van inwerkingtrede van hierdie ooreenkoms in sy diens was, te ontslaan nie.)

(3) *Bakwinkelassistent*: Behoudens die voorbehoudsbepalings hieronder uiteengesit, mag 'n werkgewer nie 'n bakwinkelassistent in diens neem nie, tensy hy—

- (a) minstens een vakman in diens het; en
- (b) daarbenewens, minstens een vakleerling wat by hom ingeboek is of een kwekeling ingevolge die Wet op Mannekragopleiding, 1981, in diens neem.

Die totale getal bakwinkelassistentente in diens by 'n bedryfsinrigting mag nooit meer wees nie as die totale getal vakmanne vermeerder met een in diens by daardie bedryfsinrigting of twee maal die totale getal vakleerlinge wat by die inrigting ingeboek is en die getal kwekelinge vermeerder met een in diens ingevolge die Wet op Mannekragopleiding, 1981:

Met dien verstande—

- (i) daar nie geag moet word dat daar van 'n werkgewer ingevolge hierdie subklousule vereis kan word om 'n bakwinkelassistent wat op 2 Augustus 1982 in sy diens was, te ontslaan nie;
- (ii) in die geval van 'n werkgewer wat slegs een vakman het wat aktief in sy werkwinkel in diens is, die vereistes betreffende die indiensneming van vakleerlinge of kwekelinge nie van toepassing is nie.

(Opmerking: Aansoeke om vrystelling van die bepalings van hierdie subklousule moet gerig word aan die Nasionale Raad, dit wil sê nie aan die Streekgrade soos in die geval van ander vrystellings nie.)

(4) *Dieselpompkamerassistent*: 'n Werkgewer mag nie 'n dieselpompkamerassistent in diens neem nie, tensy hy minstens een vakman vermeerder met een aktief in sy pompkamer in diens het, en die aantal dieselpompkamerassistentente in sy diens mag nooit meer wees as die aantal vakmanne vermeerder met een wat aktief in sy pompkamer in diens is nie.

(5) *Motor cycle mechanic's assistant*: Subject to the provisos set out hereunder, an employer shall not engage a motor cycle mechanic's assistant unless he—

(a) employs at least one journeyman; and

(b) in addition, employs at least one apprentice who is indentured to him or one trainee in terms of the Manpower Training Act, 1981.

At no time shall the total number of motor cycle mechanic's assistants employed at an establishment exceed the aggregate number of journeymen increased by one employed at that establishment and neither shall it exceed twice the aggregate of the number of indentured apprentices and the number of trainees increased by one employed in terms of the Manpower Training Act, 1981, at that establishment:

Provided that—

(i) the provisions of this subclause shall not be deemed to require an employer to discharge any motor cycle mechanic's assistant in his employ on 2 August 1982;

(ii) in the case of an employer who has only one journeyman actively engaged in his workshop the requirements regarding the employment of apprentices or trainees shall not be applicable.

(Note: Applications for exemption from the provisions of this subclause must be directed to the National Council, i.e. not to Regional Councils as in the case of other exemptions.)

(6) *Repair shop assistants*: Subject to the provisos set out hereunder, an employer shall not engaged a repair shop assistant unless he—

(a) employs at least one journeyman; and

(b) in addition, employs at least one apprentice who is indentured to him or one trainee in terms of the manpower Training Act, 1981.

At no time shall the total number of repair shop assistants employed at an establishment exceed the aggregate number of journeymen increased by one employed at that establishment and neither shall it exceed twice the aggregate of the number of indentured apprentices and the number of trainees increased by one employed in terms of the Manpower Training Act, 1981, at that establishment:

Provided that—

(i) the provisions of this subclause shall not be deemed to require an employer to discharge any repair shop assistant in his employ on 2 August 1982;

(ii) the provisions of this subclause shall not be deemed to require an employer to discharge any stripper on his employ on 25 July 1980, provided application is lodged by the employer for an exemption to continue the employment of any such stripper in that capacity, which employment shall be subject to such terms and conditions as prescribed by the Council. [For the purposes of this subclause, "stripper" shall mean an employee as defined in clause 3 (105) of Part Preliminary A of the Main Agreement published under Government Notice No. R. 1039 of 17 June 1977.];

(iii) in the case of an employer who has only one journeyman actively engaged in his workshop the requirements regarding the employment of apprentices or trainees shall not be applicable.

(Note: Applications for exemption for the provisions of this subclause must be directed to the National Council, i.e. not to Regional Councils as in the case of other exemptions.)

(5) *Motorfietswerktuigkundige se assistent*: Behoudens die voorbehoudsbepalings hieronder uiteengesit, mag 'n werkgewer nie 'n motorfietswerktuigkundige se assistent in diens neem nie, tensy hy—

(a) minstens een vakman in diens het; en

(b) daarbenewens, minstens een vakleerling wat by hom ingeboek is of een kwekeling ingevolge die Wet op Mannekragopleiding, 1981, in diens neem.

Die totale getal motorfietswerktuigkundige se assistente in diens by 'n bedryfsinrigting mag nooit meer wees nie as die totale getal vakmanne vermeerder met een in diens by daardie bedryfsinrigting of twee maal die totale getal vakleerlinge wat by so 'n inrigting ingeboek is en die getal kwekelinge vermeerder met een in diens ingevolge die Wet op Mannekragopleiding, 1981:

Met dien verstande dat—

(i) daar nie geag moet word dat daar van 'n werkgewer ingevolge hierdie subklousule vereis kan word om 'n motorfietswerktuigkundige se assistent wat op 2 Augustus 1982 in sy diens was, te ontslaan nie;

(ii) in die geval van 'n werkgewer wat slegs een vakman het wat aktief in sy werkwinkel in diens is, die vereistes betreffende die indiensneming van vakleerlinge of kwekelinge nie van toepassing is nie.

(Opmerking: Aansoeke om vrystelling van die bepaling van hierdie subklousule moet gerig word aan die Nasionale Raad, dit wil sê nie aan die Streekraade soos in die geval van ander vrystellings nie.)

(6) *Herstelwinkelassistent*: Behoudens die voorbehoudsbepalings hieronder uiteengesit, mag 'n werkgewer nie 'n herstelwinkelassistent in diens neem nie, tensy hy—

(a) minstens een vakman in diens het; en

(b) daarbenewens, minstens een vakleerling wat by hom ingeboek is of een kwekeling ingevolge die Wet op Mannekragopleiding, 1981, in diens neem.

Die totale getal herstelwinkelassistent in diens by 'n bedryfsinrigting mag nooit meer wees nie as die totale getal vakmanne vermeerder, met een in diens of twee maal die totale getal ingeboekte vakleerlinge en die getal kwekelinge vermeerder met een in diens ingevolge die Wet op Mannekragopleiding, 1981:

Met dien verstande dat—

(i) daar nie geag moet word dat daar van 'n werkgewer ingevolge hierdie subklousule vereis kan word om 'n herstelwinkelassistent wat op 2 Augustus 1982 in sy diens was te ontslaan nie;

(ii) daar nie geag moet word dat daar van 'n werkgewer ingevolge hierdie subklousule vereis kan word om 'n stroper wat op 25 Julie 1980 in sy diens was te ontslaan nie, mits 'n werkgewer aansoek doen om vrystelling om die diens van so 'n stroper in daardie hoedanigheid voort te sit, welke diensvoortsetting onderworpe sal wees aan die voorwaardes en bepalinge van die Raad. [Vir die doeleindes van hierdie subklousule beteken "stroper" 'n werknemer soos omskryf in klousule 3 (105) van Deel Preliminêre A van die Hoof-ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1039 van 17 Junie 1977.];

(iii) in die geval van 'n werkgewer wat slegs een vakman het wat aktief in sy werkwinkel in diens is, die vereistes betreffende die indiensneming van vakleerlinge nie van toepassing is nie.

(Opmerking: Aansoeke om vrystelling van die bepalinge van hierdie subklousule moet aan die Nasionale Raad gerig word, dit wil sê nie aan die Streekraade soos in die geval van ander vrystellings nie.)

(7) *Scooter workers:* An employer shall not employ a scooter worker unless he has at least one journeyman motor mechanic or motor cycle mechanic actively engaged in his workshop, and the number of scooter workers employed shall at no time exceed the number of motor and motor cycle mechanics increased by one employed.

(8) Where an employer carries on business in more than one establishment in the Motor Industry, the provisions of this clause shall be observed in relation to each single establishment on its own.

CLAUSE 14: TRADING HOURS

(1) (a) No employer shall open or keep or permit to be open to the public on any Sunday, or earlier than 06:00 or later than 23:00 on any other day of the week, or earlier than 06:00 or later than 18:00 on any Saturday, any establishment or part of an establishment in which the activities specified in paragraphs (a), (b), (c), (d), (h) and (k) of the definition of Motor Industry in this Agreement are normally carried on.

(b) In the event of an establishment or part of an establishment in which the activities specified in paragraphs (a), (b), (c), (d), (h) and (k) of the definition of Motor Industry in this Agreement are normally carried on, being found to be open and unguarded on a Sunday, or earlier than 06:00 or later than 23:00 on Monday to Fridays or earlier than 06:00 or later than 18:00 on a Saturday, then and in such event it will be presumed, until the contrary is proved, that the establishment was open to the public.

(2) No employer shall permit wheel balancing or any of the activities specified in paragraph (a), (b), (c) and (d) of the definition of Motor Industry in this Agreement to be carried on after 18:00 on any Saturday or during any Sunday unless such activities constitute emergency work as defined in this Agreement.

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

- (a) before 06:00 or after 23:00 on Mondays to Fridays;
- (b) before 06:00 or after 13:00 on Saturdays;
- (c) at any time on a Sunday or public holiday.

For the purpose of this subclause—

(i) "motor vehicle" has the meaning assigned to it in the definition of Motor Industry in clause 2 of Division A of this Agreement;

(ii) "motor vehicle sales establishment" means any place in, on or from which motor vehicles are sold, or in or on which motor vehicles are stored or displayed, and includes any office attached thereto;

(iii) the expression 'engage in the sale of any motor vehicle' includes the carrying out of any activity which forms part of or which is preliminary to the sale of any motor vehicle, other than the stationary display of such motor vehicle, and includes further the carrying out of any such activity through the medium of a telephone instrument installed in or on a motor vehicle sales establishment:

Provided that this subclause shall not be deemed to prevent the sale or supply at any time from a filling and/or service station or from any establishment which by law is required to operate under a motor garage licence of tyres, tubes and any spares or accessories required for emergency work.

(7) *Bromponiewerkers:* 'n Werkgewer mag nie 'n bromponiewerker in diens neem nie, tensy hy minstens een vakmanmotorwerktuigkundige of motorfietswerktuigkundige aktief in sy werkwinkel in diens het, en die bromponiewerker by hom in diens mag nooit meer wees as die getal motor- en motorfietswerktuigkundiges vermeerder met een in sy diens nie.

(8) Waar 'n werkgewer in meer as een bedryfsinrigting in die Motornywerheid sake doen, moet hierdie klousule met betrekking tot elke bedryfsinrigting afsonderlik nagekom word.

KLOUSULE 14: BESIGHEIDSURE

(1) (a) Geen werkgewer mag 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin die werksaamhede in paragrawe (a), (b), (c), (d), (h) en (k) van die omskrywing van Motornywerheid in hierdie Ooreenkoms vermeld, gewoonlik verrig word, op Sondag, of voor 06:00 of na 23:00 op 'n ander dag van die week, of voor 06:00 of na 18:00 op enige Saterdag, vir die publiek oopmaak, oophou of toelaat dat dit oop is nie.

(b) Ingeval daar gevind word dat 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin die werksaamhede uiteengesit in paragrawe (a), (b), (c), (d), (h) en (k) van die omskrywing van Motornywerheid in hierdie Ooreenkoms gewoonlik beoefen word, oop en onbewaak is op 'n Sondag, of voor 06:00 of na 23:00 op Maandae tot Vrydae, of voor 06:00 of na 18:00 op 'n Saterdag, moet daar dan en in so 'n geval aangeneem word, totdat die teenoorgestelde bewys word, dat die betrokke bedryfsinrigting vir die publiek oop was.

(2) Geen werkgewer mag toelaat dat wielbalansering of enigeen van die werksaamhede wat in paragrawe (a), (b), (c) en (d) van die omskrywing van Motornywerheid in hierdie Ooreenkoms vermeld word, na 18:00 op Saterdag of gedurende Sondag verrig word nie, tensy dit noodwerk is soos in hierdie Ooreenkoms omskryf.

(3) Geen werkgewer en/of werknemer mag 'n motorvoertuig verkoop en geen werkgewer mag enigiemand anders toelaat om 'n motorvoertuig in of by 'n motorvoertuigverkoopsinrigting te verkoop nie—

- (a) voor 06:00 of na 23:00 op Maandae tot Vrydae;
- (b) voor 06:00 of na 13:00 op Saterdag;
- (c) te eniger tyd op 'n Sondag of openbare vakansiedag.

Vir die doeleindes van hierdie subklousule—

(i) het "motorvoertuig" die betekenis wat in die omskrywing van Motornywerheid in klousule 2 van Afdeling A van hierdie Ooreenkoms daaraan geheg word;

(ii) beteken "motorvoertuigverkoopsinrigting" 'n plek waarin, waarop of waaruit motorvoertuie verkoop word, waar motorvoertuie, gebere of vertoon word en omvat dit alle kantore wat daaraan verbonde is;

(iii) omvat die uitdrukking " 'n motorvoertuig verkoop" die verrigting van 'n werksaamheid wat deel uitmaak van of 'n voorlopige werksaamheid is vir die verkoop van 'n motorvoertuig, uitgesonderd die uitstalling van sodanige motorvoertuig terwyl dit stilstaan, en omvat dit voorts die verrigting van al sodanige werksaamhede deur middel van 'n telefooninstrument wat in of by 'n motorvoertuigverkoopsinrigting geïnstalleer is:

Met dien verstande dat hierdie subklousule nie geag moet word die verkoop of verskaffing te eniger tyd vanuit 'n vul-en/of diensstasie of 'n bedryfsinrigting wat by wet 'n motorgagelisenensie nodig het, van buitebande, binnebande en reservewede of bybehore wat vir noodwerk noodsaaklik is, te verbied nie.

(Note: The effect of this proviso is that establishments which do not operate under a motor garage licence may not sell or supply spares and/or accessories outside the trading hours mentioned in this subclause even in an emergency.)

(4) No person shall sell or supply petrol from an establishment or part of any establishment other than during the hours or on the conditions prescribed by regulation in terms of section 2 of the Petroleum Products Act, 1977 (Act No. 120 of 1977).

CLAUSE 15: SHIFT WORK

The following provisions shall apply to shift work in vulcanising establishments:

- (a) No normal shift shall exceed nine and a quarter hours;
- (b) not less than eight hours shall elapse between successive shifts of any employee;
- (c) where an employee is employed between 18:00 and 06:00 his employer shall pay him at his ordinary rate of remuneration, plus 10 per cent for each hour or part of an hour worked between these times;
- (d) time worked by an employee after the completion of his normal shift shall, subject to the proviso to clause 5 (4) of this Chapter, be regarded as overtime and be paid for in accordance with the overtime rates prescribed in the said clause;
- (e) no shifts shall be worked between 18:00 on Saturday and 06:00 on Monday.

CHAPTER II

VEHICLE BODY BUILDING ESTABLISHMENTS

Note: This Chapter is divided into two parts. The provisions of Part I apply to all vehicle body building establishments. The provisions of Part II apply only to those vehicle body building establishments which are registered in terms of clause 2 of that Part.

PART I

CLAUSE 1: SCOPE OF APPLICATION

(1) The provisions of this Part of Chapter II of this Agreement shall apply to establishments (hereinafter referred to as "vehicle body building establishments") wherein, whereon or wherefrom vehicle body building is carried on and to the employers conducting such establishments and to their employees.

(2) Save as otherwise provided herein, the provisions of Divisions A and B of this Agreement shall also apply to vehicle body building establishments: Provided that where the provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.

(3) Notwithstanding anything to the contrary herein, the provisions of this Chapter and of Divisions A and B of this Agreement shall apply to office, stores, sales and clerical employees only in those vehicle body building establishments or parts of such establishments which constitute a "shop". A "shop" for the purpose of this subclause means any vehicle body building establish or part of such establishment to which the public is invited for the purpose of purchasing, otherwise than by public auction, the goods displayed therein or thereon, but does not include any vehicle body building establishment trading in goods exclusively manufactured by such establishment.

(4) Notwithstanding anything to the contrary in this Agreement, the provisions of Division A and Chapter I of Division C of this Agreement relating to B/A journeymen shall not apply to vehicle body building establishments.

(Opmerking: Die uitwerking van hierdie voorbehoudbepaling is dat bedryfsinrigtings sonder motorgaragelisensies nie reserwedele en/of bybehore buite die besigheidsure in hierdie subklousule vermeld, selfs in noodgevälle mag verkoop of verskaf nie.)

(4) Niemand mag petrol vanuit 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting verkoop nie behalwe gedurende die ure of op die voorwaardes by regulasie voorgeskryf ingevolge artikel 2 van die Wet op Petroleumprodukte, 1977 (Wet No. 120 van 1977).

KLOUSULE 15: SKOFWERK

Die volgende bepalings is van toepassing op skofwerk in vulkaniseerinrigtings—

- (a) Geen gewone skof mag langer as nege en 'n kwart uur duur nie;
- (b) minstens agt uur moet verloop tussen agtereenvolgende skofte van 'n werknemer;
- (c) waar 'n werknemer tussen 18:00 en 06:00 in diens is, moet sy werkgever hom sy gewone besoldiging betaal, plus 10 persent vir elke uur of gedeelte van 'n uur tussen hierdie tye gewerk;
- (d) behoudens die voorbehoudsbepaling van klousule 5 (4) van hierdie Hoofstuk, word tyd deur 'n werknemer gewerk ná voltooiing van sy gewone skof geag oortyd te wees en moet hy in ooreenstemming met die skale vir oortydwerk wat in genoemde klousule voorgeskryf word, daarvoor besoldig word;
- (e) geen skofte mag gewerk word tussen 18:00 op Saterdag en 06:00 op Maandag nie.

HOOFSTUK II

VOERTUIGBAKBOUINRIGTINGS

Opmerking: Hierdie Hoofstuk is in twee dele verdeel. Deel I is van toepassing op alle voertuigbakbouinrigtings. Deel II is van toepassing op slegs dié voertuigbakbouinrigtings wat ingevolge klousule 2 van dié Deel geregistreer is.

DEEL I

KLOUSULE 1: TOEPASSINGSBESTEK

(1) Hierdie Deel van Hoofstuk II van hierdie Ooreenkoms is van toepassing op bedryfsinrigtings (hierna "voertuigbakbouinrigtings" genoem) waarin, waarop of waaruit voertuigbakke gebou word en op die werkgewers wat sodanige bedryfsinrigtings bestuur en op hul werknemers.

(2) Behoudens andersluidende bepalings hierin, is Afdelings A en B van hierdie Ooreenkoms ook op voertuigbakbouinrigtings van toepassing: Met dien verstande dat waar die bepalings van Afdelings A en B strydig is met die bepalings van hierdie Hoofstuk, laasgenoemde moet geld en voorkeur moet geniet.

(3) Ondanks andersluidende bepalings hierin, is hierdie Hoofstuk en Afdelings A en B van hierdie Ooreenkoms van toepassing op kantoor-, pakhuis- en verkoopswerknemers en klerke slegs in dié voertuigbakbouinrigtings of gedeeltes van sodanige bedryfsinrigtings wat 'n "winkel"-vorm. Vir die toepassing van hierdie subklousule is 'n "winkel" 'n voertuigbakbouinrigting of gedeelte van so 'n bedryfsinrigting waarheen die publiek uitgenooi word ten einde die goedere wat daarin of daarop vertoon word anders as op 'n openbare veiling te koop, maar omvat dit nie 'n voertuigbakbouinrigting wat handel dryf in goedere wat uitsluitlik deur so 'n bedryfsinrigting vervaardig word nie.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms is Afdeling A en Hoofstuk I van Afdeling C van hierdie Ooreenkoms wat betrekking het op B/A-vakmanne nie op voertuigbakbouinrigtings van toepassing nie.

CLAUSE 2: DEFINITIONS

For the purposes of Chapter II, Part I—

(1) **"char"** (grade 1 employee) means an employee mainly or exclusively employed in any one or more of the following duties:

Cleaning and/or washing premises, toilets, furniture, utensils or similar articles; dusting of vehicles;

franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;

making and/or serving tea or similar beverages;

preparing and/or serving food not for sale to the public;

washing of motor vehicles;

(2) **"exempted journeyman"** (grade 7 employee) means an employee who is employed in a registered vehicle body building establishment and who is engaged mainly or exclusively on aspects of journeyman's work under licence of exemption;

(3) **"general operative"** (grade 2 employee) means in relation to a vehicle body building establishment, an employee who may, in addition to the duties enumerated in clause 2 (50) of Division A, also perform any of the following duties:

Applying and/or wiping on metals and/or materials;

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

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

assisting a journeyman or an apprentice of not less than one year's experience in the installation and/or stapling into position of electric cables for interior lighting or fittings, or assisting with the fixing of selfaligning dies in the setting of machines;

boring wires and fixing cable ends;

cutting fibreglass parts to patterns or templates;

cutting or shearing metal or other materials with a hack or circular saw or friction cutter to stops or jigs or to markings on materials made by a journeyman, apprentice with not more than four years to serve;

bending and/or forming with special-purpose machines, jigs or templates—by hand or machine—but not setting up of machine;

dipping in enamels and/or paint;

drilling, other than precision work;

fitting glass by means of self-sealing sections;

inserting and/or tightening and/or loosening body-holding-down bolts and/or seat-fixing bolts;

making parts from pre-mixed plastic materials and fibreglass in pre-formed moulds;

marking off;

pressing and/or notching to stops, jigs, dies or templates—by hand or machine—but excluding the setting of jigs or dies;

punching by hand or machine to pre-set stops, marks, jigs or to templates under the supervision of a journeyman or an apprentice of not less than one year's experience;

rivet striking;

rough cutting of materials with any power or hand-operated cutting device, excluding a power guillotine, after the materials have been marked out by a journeyman, apprentice with not more than four years to serve;

KLOUSULE 2: WOORDOMSKRYWING

Vir die doeleindes van Hoofstuk II, Deel I, beteken—

(1) **"skoonmaker"** (graad 1-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die ondergenoemde pligte uitvoer:

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

voertuie afstof;

posstukke frankeer, briewe in koeverte plaas, posstukke en ander dokumentasie afhaal en aflewer;

tee of soortgelyke drankte berei en/of bedien;

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

motorvoertuie was;

(2) **"vrygestelde vakman"** (graad 7-werknemer) 'n werknemer wat in 'n geregistreerde voertuigbakboubedryfsinrigting in diens is, en wat hoofsaaklik of uitsluitlik aspekte van vakmanswerk verrig kragtens 'n vrystelling verleen;

(3) **"algemene werkmans"** (graad 2-werknemer) met betrekking tot 'n voertuigbakbouinrigting, 'n werknemer wat benewens die pligte in kousule 2 (50) van Afdeling A gelys ook enigeen van die volgende pligte kan uitvoer:

Metale en/of ander materiale aanwend en/of aanstryk;

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

artikels en/of komponente monteer waar geen passing nodig is nie;

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

drade afstroop en kabelente vassit;

veselglasonderdele volgens patrone of patroonplate sny;

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

met eendoelmasjiene, setmate of patroonplate—met die hand of 'n masjien—buig en/of fatsoeneer, maar nie die masjiene opstel nie;

in emalje en/of verf indoop;

boorwerk maar nie presisiowerk nie;

ruite deur middel van selfdigseksies insit;

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

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

afmerkwark;

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

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

klinknaels inslaan;

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

screwing and/or tapping by means of screwing or tapping machines or attachments;

spot or resistance welding on subassembly work with components in special-purpose jigs or fixtures;

threading of bolts or tapping of holes or nuts by hand;

using pre-set oxy-acetylene for rough cutting.

CLAUSE 3: EMPLOYEES

In addition to the classes of employees referred to in clause 1 (2) of Division A, clause 3 of Division B and clause 3 of Chapter I of Division C, an employer may employ one or more general operatives in a vehicle body building establishment.

CLAUSE 4: WAGES

The minimum wage which an employer shall pay to each of his employees of the undermentioned classes shall be as set out hereunder and no employee shall accept a wage lower than that specified for his class.

Class of employee	Wages per week (All areas)
	R
Grade 1	R144,00 (R3,20 per hour)
Grade 2	R217,80 (R4,84 per hour)
Grade 7	R483,30 (R10,74 per hour)
Grade 8	R555,30 (R12,34 per hour)

CLAUSE 5: HOURS OF WORK

(1) The ordinary hours of work of an employee shall not exceed 45, excluding meal intervals, in any one week and nine and a quarter, excluding meal intervals, on any one day.

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

(a) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that for the purposes of this paragraph periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(b) to work his ordinary weekly hours of work over more than six days in any week:

Provided that an employer may agree with those of his employees who normally work on only six days each week that the uninterrupted interval referred to in paragraph (a) of this subclause should be reduced to not less than 30 minutes, but before a reduced interval may be put into operation the employer must enter the details of the agreement to the reduced interval, including the terms thereof and the employee's consent thereto, in a proper record kept for that purpose and approved by the Regional Council concerned.

(3) It shall be permissible for an employer to arrange different starting and finishing times on any day in respect of different workshop employees: Provided that the period between such starting and finishing times on any one day shall not in the aggregate exceed intervals of more than 45 minutes in any one establishment.

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

skroef- en/of moerdraad sny met 'n skroef- of moerdraadsnymasjien of -hegstukke;

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

met die hand skroefdraad in boue sny of moerdraad in gate of moere sny; 'n vooraf gestelde oksiasetileen-toestel vir ruwe snywerk gebruik.

KLOUSULE 3: WERKNEMERS

Benewens die klasse werknemers in klausule 1 (2) van Afdeling A, klausule 3 van Afdeling B en klausule 3 van Hoofstuk I van Afdeling C bedoel, kan 'n werkgever een of meer algemene werkmense in 'n voertuigbakbouinrigting in diens neem.

KLOUSULE 4: LONE

Die minimum loon wat 'n werkgever moet betaal aan elk van sy werknemers in ondergenoemde klasse is soos hieronder uiteengesit, en geen werknemer mag 'n loon aanneem wat laer is as dié wat vir sy klas voorgeskryf word nie:

Klas werknemer	Loon per week (Alle gebiede)
	R
Graad 1	R144,00 (R3,20 per uur)
Graad 2	R217,80 (R4,84 per uur)
Graad 7	R483,30 (R10,74 per uur)
Graad 8	R555,30 (R12,34 per uur)

KLOUSULE 5: WERKURE

(1) Die gewone werkure van 'n werknemer is hoogstens 45, uitgesonderd etenspouses, in 'n bepaalde week en hoogstens nege en 'n kwart, uitgesonderd etenspouses, op 'n bepaalde dag.

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

(a) om aaneen vir 'n tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat vir die toepassing van hierdie paragraaf werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag moet word aaneenlopend te wees;

(b) om sy gewone weeklikse werkure oor meer as ses dae in 'n bepaalde week te werk nie:

Met dien verstande dat 'n werkgever met sy werknemers wat gewoonlik slegs ses dae per week werk, ooreen kan kom dat die ononderbroke pouse in paragraaf (a) van hierdie subklausule bedoel tot minstens 30 minute ingekort word, maar voordat 'n ingekorte pouse in werking gestel kan word, moet die werkgever die besonderhede van die toestemming tot die ingekorte pouse, met inbegrip van die bepalinge daarvan en die werknemer se toestemming daartoe, in 'n behoorlike register inskryf wat vir dié doel gehou word en deur die betrokke Streekraad goedgekeur is.

(3) Dit is toelaatbaar vir 'n werkgever om verskillende aanvangs- en uitskeitye vir verskillende werkwinkelwerknemers op 'n bepaalde dag te reël: Met dien verstande dat die tydperk tussen sodanige aanvangs- of uitskeitye op 'n bepaalde dag pouses van altesaam hoogstens 45 minute in 'n bepaalde bedryfsinrigting mag wees.

(4) Alle werknemers is geregtig op en moet 'n ruspouse van 10 minute toegestaan word so na doenlik aan die middel van elke oggend- en namiddagwerktydperk, en sodanige pouse moet vir die berekening van besoldiging geag word deel van die gewone werkure te wees.

(5) Subject to the provisions of clause 5 (10) (a) of the Administrative Agreement and clause 10 of this Chapter, whenever any operative grade of employee or general worker works for less than 45 hours in any week owing to—

(a) the usual working hours of the establishment being less than 45;

(b) the employer being unable to regulate the shifts of such employee to 45 hours; and/or

(c) any reason other than his absetting himself without the employer's permission;

such employee's week shall be deemed to be 45 hours.

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

CLAUSE 6: ANNUAL LEAVE AND ACCRUED LEAVE PAY

(1) For the purpose of this clause—

(a) "leave cycle" means the period during which an employee earns three weeks' leave in terms of sub-clause (2);

(b) the terms "employment" and "shift" are deemed to include—

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

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

(ab) short time was worked; or

(ac) such shorter shifts were worked with the permission of the employer;

(ii) shifts which the employee concerned normally would have worked, but did not work because he was—

(aa) absent on paid leave in terms of this Agreement;

(ab) doing military service in terms of the Defence Act, 1957, to the extent of a maximum period of four months per year;

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

(ad) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any leave cycle;

(ae) absent from work on any of the public holidays referred to in clause 17 of Division A of this Agreement.

Provided that an employee who after the expiration of his annual leave terminates his employment by deserting shall have no claim in respect of subparagraph (ii) (aa) above;

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

(Note: A "bonus regularly paid to the employee" in terms of this definition does not include commission.)

(5) Behoudens klousule 5 (10) (a) van die Administratiewe Ooreenkoms en klousule 10 van hierdie Hoofstuk, moet die week van 'n werknemer van werkmangraad of algemene werker geag word 45 uur te wees wanneer sodanige werknemer minder as 45 uur in 'n week werk omdat—

(a) die gewone werkure van die bedryfsinrigting minder as 45 uur is;

(b) die werkgever nie die skofte van sodanige werknemer so kan reël dat dit op 45 uur te staan kom nie; en/of

(c) hy om 'n ander rede as sonder die toestemming van sy werkgever van sy werk afwesig is.

(6) 'n Werknemer wat deur die polisie gearrester of aangehou word vir 'n oortreding of 'n vermoedelike oortreding, moet vir die tydperk waarin hy in arres is of aldus aangehou word en dus nie in staat is om sy werk voort te sit nie, vir die toepassing van hierdie klousule geag word sonder toestemming van sy werk afwesig te gewees het.

KLOUSULE 6: JAALIKSE VERLOF EN BESOLDIGING VAN OPGELOPE VERLOF

(1) Vir die toepassing van hierdie klousule—

(a) beteken "verlofsiklus" die tydperk waarin 'n werknemer drie weke verlof ooreenkomstig subklousule (2) verdien;

(b) word die uitdrukkings "diens" en "skof" geag die volgende in te sluit:

(i) Skofte wat korter is as dié wat ingevolge hierdie Hoofstuk toegelaat word, omdat—

(aa) die werknemer laat op sy werkplek aangekom het, maar nie later as 'n halfuur nie; of

(ab) korttyd gewerk is; of

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

(ii) skofte wat die betrokke werknemer gewoonlik sou gewerk het maar nie gewerk het nie omdat hy—

(aa) kragtens hierdie Ooreenkoms afwesig was met verlof met besoldiging;

(ab) militêre diens ingevolge die Verdedigingswet, 1957, vir 'n maksimum tydperk van vier maande per jaar moes verrig;

(ac) van sy werk afwesig was op las of op versoek van sy werkgever;

(ad) van sy werk afwesig was weens siekte of 'n ongeluk vir 'n tydperk van altesaam hoogstens 30 dae in 'n verlofsiklus;

(ae) van sy werk afwesig was op enigeen van die openbare vakansiedae in klousule 17 van Afdeling A van hierdie Ooreenkoms bedoel:

Met dien verstande dat 'n werknemer wat na verstryking van sy jaalikse verlof sy diens beëindig deur te dros, geen eis ten opsigte van subparagraaf (ii) (aa) hierbo het nie;

(c) beteken "besoldiging" 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus 'n bonus wat gereeld aan die werknemer betaal word, en word die bedrag van sodanige bonus geag die gemiddelde bedrag te wees wat 'n werknemer ontvang het of wat hom toegekom het vir die tydperk van 13 weke onmiddellik voor die datum waarop die werknemer met sy jaarlikse verlof gaan of sy diens beëindig of, as hy 'n tydperk van minder as 13 weke gewerk het, die gemiddelde bedrag wat hy ontvang het of wat hom toegekom het vir die getal voltooide weke wat y werklik gewerk het.

(Opmerking: "Bonus wat gereeld aan die werknemer betaal word" sluit ooreenkomstig hierdie omskrywing nie kommissie in nie.)

(2) (a) Subject to the provisions of subclause (2) (b) (i) of this clause, three weeks' leave on full pay shall be granted to all employees, including apprentices and trainees undergoing training under the Manpower Training Act, 1981, who have completed the period of continuous employment, as set out in the Schedule below, with the same employer since the date of their engagement or from the date on which their previous annual leave fell due (whichever is the latter).

(b) Subject to the provisions of subclause (2) (b) (i) of this clause, four weeks' leave on full pay shall be granted to all employees who on or after 1 December 1990 have completed 10 or more periods of continuous employment with the same employer, as set out in the Schedule below, since the date of engagement, subject to the following conditions:

(i) Annual leave may be split by mutual agreement between the employer and employee, provided that no intimidation is exercised to obtain such an agreement;

(ii) the provisions of this clause relating to accrued leave pay, shall apply *mutatis mutandis* in the case of employees who qualify for four weeks' annual leave.

(c) Weekly-paid employees: 261 shifts, excluding overtime.

(d) Monthly-paid employees: 12 months.

(3) Annual leave shall become due immediately an employee has completed the qualifying period specified in subclause (2), but it may be taken before or after it becomes due if—

(a) the exigencies of the employers' business so require;

(b) the employer and the employee so agree:

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

(4) Pay for annual leave shall be calculated at the rate of remuneration which the employee is receiving at the date on which he proceeds on his annual leave provided this shall not be less than the rate prescribed in this Chapter for the category of employee concerned, and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(5) If any of the paid public holidays referred to in clause 17 of Division A of this Agreement falls on a working day within the period of leave of an employee the employer shall either—

(a) add one working day on full pay to the said period of leave in respect of each such paid public holiday; or

(b) pay to the employee in question one normal day's pay in lieu of leave on the pay-day immediately following such employee's period of leave.

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

(2) (a) Behoudens die bepalings van subklousule (2) (b) (i) van hierdie klousule moet drie agtereenvolgende weke verlof met volle besoldiging toegestaan word aan alle werknemers, met inbegrip van vakleerlinge en kwekelinge wat ingevolge die Wet op Mannekragopleiding, 1981, opleiding ondergaan en wat sedert die datum van indiensneming of vanaf die datum waarop die vorige jaarlikse verlof verskuldig geword het, naamlik die jongste datum, die tydperk van ononderbroke diens in die Bylae hieronder uiteengesit, by dieselfde werkgever voltooi het.

(b) Behoudens die bepalings van subklousule (2) (b) (i) van hierdie klousule moet vier weke verlof met volle besoldiging toegestaan word aan alle werknemers wat op of na 1 Desember 1990, 10 of meer tydperke van ononderbroke diens in die Bylae hieronder uiteengesit, by dieselfde werkgever voltooi het, onderworpe aan die volgende voorwaardes:

(i) Jaarlikse verlof mag verdeel word deur wedersydse ooreenkoms tussen die werkgever en werknemer: Met dien verstande dat geen intimidasie plaasgevind het om so 'n ooreenkoms te verkry nie;

(ii) die bepalings van hierdie klousule met betrekking tot opgelope verlof sal *mutatis mutandis* van toepassing wees op werknemers wat vir vier weke jaarlikse verlof kwalifiseer.

(c) Weekliks besoldigde werknemers: 261 skofte, uitgesonderd oortyd.

(d) Maandelikse besoldigde werknemers: 12 maande.

(3) Jaarlikse verlof kom 'n werknemer toe onmiddellik nadat hy die kwalifiserende tydperk voltooi het wat in subklousule (2) bedoel word maar dit kan geneem word voordat of nadat dit hom toekom indien—

(a) die omstandighede van die werkgever se besigheid dit vereis;

(b) die werkgever en die werknemer aldus ooreenkoms:

Met dien verstande dat jaarlikse verlof in geen omstandighede meer as twee maande voor die datum waarop dit verskuldig word, geneem mag word nie of dat dit nie meer as vier maande na sodanige datum uitgestel mag word nie, tensy die betrokke werknemer en werkgever voor die verstryking van sodanige tydperk van vier maande skriftelik daartoe ooreengekom het en dat dit nie met langer as ses maande na die datum waarop dit verskuldig word, uitgestel mag word nie.

(4) Besoldiging vir jaarlikse verlof moet bereken word teen die skaal van besoldiging wat die werknemer ontvang op die datum waarop hy sy jaarlikse verlof neem, op voorwaarde dat dit nie minder mag wees nie as die skaal wat in hierdie Hoofstuk vir die betrokke kategorie werknemer voorgeskryf is, en die werkgever moet dit op die laaste werkdag voor die aanvang van sy verlof aan hom betaal.

(5) Indien enigeen van die openbare vakansiedae met besoldiging in klousule 17 van Afdeling A van hierdie Ooreenkoms bedoel, op 'n werkdag binne die verloftydperk van 'n werknemer val, moet die werkgever—

(a) óf een werkdag met volle besoldiging by genoemde verloftydperk voeg vir elke sodanige openbare vakansiedag met besoldiging;

(b) óf die betrokke werknemer op die betaaldag onmiddellik na sodanige werknemer se verloftydperk een gewone dag se loon betaal in plaas van verlof.

(6) (a) Jaarlikse verlof mag nie met 'n werknemer se diensopseggingstermyn saamval nie en ook nie, tensy die werknemer skriftelik aldus versoek, met 'n tydperk wat 'n werknemer militêre diens ingevolge die Verdedigingswet, 1957, verrig nie.

(b) Any period during which an employee is on sick leave as prescribed in clause 11 of Division A of this Agreement shall not be counted as part of such employee's annual leave.

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

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

(9) On the termination of the services of an employee who has qualified for annual leave in terms of subclause (2) of this clause, but who has not been granted or has not taken his leave at the date of such termination, an amount of leave pay calculated in accordance with the provisions of subclause (10) of this clause shall be paid by his employer.

(10) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of subclause (2) shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed span of employment from the date of beginning work with the employer or from the date on which his last leave became due, whichever is the latter. For the purposes of this subclause, "span" means the number of shifts normally worked by the employee in a week.

(Note: Accrued leave pay is calculated by multiplying three week's wages by the fraction of a year worked, thus—

for six months' employment, leave pay is $\frac{1}{2} \times$ three weeks' pay;

for 13 weeks' employment, leave pay is $\frac{1}{4} \times$ three weeks' pay;

for five week's employment, leave pay is $\frac{5}{52} \times$ three weeks' pay.

To arrive at three weeks' pay for a monthly-paid employee, multiply the monthly pay by $\frac{9}{13}$. Thus for a monthly-paid employee the leave accrued in—

six months is $\frac{1}{2} \times \frac{9}{13} \times$ one month's pay;

13 weeks is $\frac{1}{4} \times \frac{9}{13} \times$ one month's pay;

five weeks is $\frac{5}{52} \times \frac{9}{13} \times$ one month's pay.)

(11) In the case of all employees the accrued leave pay referred to in subclause (10) of this clause shall be paid direct to the employee on termination of service.

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

(13) (a) An employer may at any time, but not more than once in any period of 12 consecutive months, close his establishment for purposes of granting his employees paid leave as prescribed by this clause, and where at the date of closing of the establishment any employee is not entitled to the full prescribed period of paid annual leave, the employer shall pay him an amount on the basis laid down in subclause (10) of this clause as if his employment had terminated, plus remuneration in respect of any of the paid public holidays

(b) Die tydperk wat 'n werknemer met siekteverlof is soos in klousule 11 van Afdeling A van hierdie Ooreenkoms voorgeskryf, tel nie as deel van sodanige werknemer se jaarlikse verlof nie.

(7) Geen werknemer mag sy gewone beroep gedurende sy verlof beoefen nie en geen werkgewer mag van 'n werknemer vereis of hom wetens toelaat om gedurende die tydperk van sy verlof in die Nywerheid te werk nie.

(8) Behoudens andersluidende bepalings in hierdie Ooreenkoms mag geen bedrag by wyse van skuldvergelyking van verlofbesoldiging afgetrek word vir geld wat aan die werkgewer verskuldig is nie.

(9) By die beëindiging van die diens van 'n werknemer wat vir jaarlikse verlof ingevolge subklousule (2) van hierdie klousule gekwalifiseer het, maar aan wie die verlof op die datum van sodanige beëindiging nog nie toegestaan is nie of wat dit nog nie geneem het nie, moet die werkgewer hom verlofbesoldiging betaal wat bereken is ooreenkomstig subklousule (10) van hierdie klousule.

(10) 'n Werknemer wat ontslaan word of sy diens verlaat voor die datum waarop hy vir jaarlikse verlof gekwalifiseer het ingevolge subklousule (2), is geregtig op besoldiging vir opgelope verlof, gelyk aan drie twee-en-vyftigstes van een week se besoldiging vir elke voltooië diensspan vanaf die datum waarop hy by die werkgewer in diens getree het, of vanaf die datum waarop sy laaste verlof verskuldig geword het, naamlik die jongste datum. Vir die toepassing van hierdie subklousule beteken "diensspan" die getal skofte wat 'n werknemer gewoonlik in 'n week werk.

(Opmerking: Besoldiging vir opgelope verlof word bereken deur drie weke se loon te vermenigvuldig met die gedeelte van 'n jaar gewerk, aldus:

Vir ses maande diens is die verlofbesoldiging $\frac{1}{2} \times$ drie weke se besoldiging;

vir 13 weke diens is die verlofbesoldiging $\frac{1}{4} \times$ drie weke se besoldiging;

vir vyf weke diens is die verlofbesoldiging $\frac{5}{52} \times$ drie weke se besoldiging.

Om drie weke se besoldiging vir 'n maandelikse besoldigde werknemer te bereken, moet die maandelikse besoldiging met $\frac{9}{13}$ vermenigvuldig word. Wat 'n maandelikse besoldigde werknemer betref, is die verlofbesoldiging opgeloopt in—

ses maande, dus $\frac{1}{2} \times \frac{9}{13} \times$ een maand se besoldiging;

13 weke, dus $\frac{1}{4} \times \frac{9}{13} \times$ een maand se besoldiging;

vyf weke, dus $\frac{5}{52} \times \frac{9}{13} \times$ een maand se besoldiging.)

(11) In die geval van alle werknemers moet die besoldiging vir opgelope verlof in subklousule (10) van hierdie klousule bedoel, by diensbeëindiging regstreeks aan die werknemer betaal word.

(12) Besoldiging vir opgelope verlof wat deur 'n werkgewer namens 'n werknemer gehou word wat om gesondheidsredes of enige ander ongeskiktheid nie in staat is om sy beroep voort te sit nie, word onmiddellik aan die werknemer betaalbaar, en opgelope verlofgeld verskuldig aan 'n werknemer wat in die loop van sy diens sterf, moet onmiddellik aan sy boedel betaal word.

(13) (a) 'n Werkgewer kan te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 agtereenvolgende maande, sy bedryfsinrigting sluit ten einde aan sy werknemers verlof met besoldiging toe te staan soos by hierdie klousule voorgeskryf, en waar 'n werknemer op die datum waarop die bedryfsinrigting sluit nie op die volle voorgeskrewe tydperk van jaarlikse verlof met besoldiging geregtig is nie, moet die werkgewer aan hom 'n bedrag betaal op die grondslag wat in subklousule (10) van hierdie klousule voorgeskryf is, asof sy

which fall during the period the establishment is closed and which are required to be added to an employee's annual leave in terms of subclause (5) of this clause at a rate of not less than he would normally have received for his ordinary working hours for that day of the week: Provided that maintenance personnel may, subject to the provisions of subclause (7) of this clause, be required or permitted to work during the period the establishment is closed in terms of this subclause.

(b) For the purpose of this clause, "maintenance personnel" shall mean employees engaged in the maintenance, overhauling or repairing of machinery, equipment or plant.

(c) An employer who decides to close his establishment in terms of this subclause shall advise his employees of his decision at least three months before such closing.

CLAUSE 7: ADDITIONAL HOLIDAY PAY

(1) Every employer shall pay an amount of additional holiday pay in respect of each grade 7 and grade 8 employee and each operative in his employment. The amount of additional holiday pay payable in respect of every journeyman shall be R19,50 for each week of employment in the case of a grade 7 employee and R21,50 for each week of employment in the case of a grade 8 employee: Provided that—

(i) where a grade 7 or grade 8 employee receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall, subject to the provisions of subclause (1) (b) (ii) (ad) of the definition of "shifts" at the beginning of clause 6, be payable on behalf of such employee in respect of that week; and

(ii) where in any leave cycle a grade 7 or grade 8 employee has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by one fifth of the weekly amount payable, in respect of each further day of absence through illness or accident.

(2) Subject to the provisions of subclause (3) of this clause, the amounts payable in terms of subclause (1) of this clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees concerned and the amount of the additional holiday pay being sent for each such employee, to the secretary of the Regional Council in whose area of jurisdiction the establishment is situated.

(Note:

1. Forms prepared specifically for the inclusion of the details required by this subclause are obtainable on application from the secretary of the Regional Council concerned.

2. Notwithstanding the provisions of subclause (2) of this clause, an employer may apply to the Regional Council concerned for an exemption in terms of which such additional holiday pay may be paid direct to the employee when he proceeds on annual leave.)

(3) In cases where a grade 7 or grade 8 employee has been absent from work for the reasons specified under proviso (i) subclause (1) of this clause, the additional holiday pay in terms of subclause (1) of this clause shall be paid by the employer direct to the beneficiary on or before each pay-day falling within his period of absence.

diens geëindig het, plus besoldiging vir openbare vakansiedae met besoldiging wat binne die tydperk val waartydens die bedryfsinrigting gesluit is en wat ingevolge subklousule (5) van hierdie klousule by 'n werknemer se jaarlikse verlof getel moet word, en wel teen minste die skaal wat hy gewoonlik vir sy gewone werkkure vir daardie dag van die week sou ontvang het: Met dien verstande dat daar, behoudens subklousule (7) van hierdie klousule, van onderhoudspersoneel vereis of hulle toegelaat kan word om gedurende die tydperk waartydens die bedryfsinrigting ingevolge hierdie subklousule gesluit is, te werk.

(b) Vir die toepassing van hierdie klousule beteken "onderhoudspersoneel" werknemers in diens vir die onderhoud, opknapping of herstel van masjinerie, uitrusting of installasie.

(c) 'n Werkgewer wat besluit om sy bedryfsinrigting ooreenkomstig hierdie subklousule te sluit, moet sy werknemers minstens drie maande voor sodanige sluiting van sy besluit in kennis stel.

KLOUSULE 7: ADDISIONELE VAKANSIEBESOLDIGING

(1) Elke werkgewer moet ten opsigte van elke graad 7- en graad 8-werknemer wat by hom in diens is, addisionele vakansiebesoldiging van R19,50 vir elke week diens in die geval van 'n graad 7-werknemer en R21,50 vir elke week diens in die geval van 'n graad 8-werknemer betaal: Met dien verstande dat—

(i) waar 'n graad 7- en graad 8-werknemer loon vir minder as altesaam 23 uur in 'n week ontvang of daarop geregtig is, geen addisionele vakansiebesoldiging, behoudens subklousule (1) (b) (ii) (ad) van die omskrywing van "skofte" aan die begin van klousule 6, ten behoeve van sodanige graad 7- en graad 8-werknemer vir daardie week betaalbaar is nie; en

(ii) waar 'n graad 7- en graad 8-werknemer in 'n verlofsiklus weens siekte of 'n ongeluk 30 dae lank van die werk afwesig was, sy werkgewer die addisionele vakansiebesoldiging met een vyfde van die weeklikse bedrag betaalbaar kan verminder vir elke verdere dag van afwesigheid weens siekte of 'n ongeluk.

(2) Behoudens subklousule (3) van hierdie klousule, moet die werkgewer die bedrae wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, maandeliks maar voor of op die 10de dag van die maand wat volg op dié waarop sodanige bedrae betrekking het, tesame met 'n skriftelike verklaring van die name van die betrokke werknemers en die bedrag van die addisionele vakansiebesoldiging wat ten opsigte van elke sodanige werknemer aangestuur word, aan die sekretaris van die Streekraad in wie se regsgebied sy bedryfsinrigting geleë is, stuur.

(Opmerking:

1. Vorms wat spesiaal opgestel is vir die insluiting van die besonderhede wat by hierdie subklousule vereis word, kan op aanvraag van die sekretaris van die betrokke Streekraad verkry word.

2. Ondanks die bepalings van subklousule (2) van hierdie klousule, mag 'n werkgewer aansoek doen by die betrokke Streekraad om 'n vrystelling ingevolge waarvan die addisionele vakansiebesoldiging direk aan die werknemer betaal mag word wanneer hy met verlof gaan.)

(3) In gevalle waar 'n graad 7- en graad 8-werknemer van sy werk afwesig was om die redes aangegee ingevolge voorbehoedsbepaling (i) van subklousule (1) van hierdie klousule, moet die werkgewer die addisionele vakansiebesoldiging ingevolge subklousule (1) van hierdie klousule regstreeks aan die bevoordeelde betaal voor of op elke betaal-dag wat binne die tydperk van afwesigheid van die graad 7- en graad 8-werknemer val.

(4) The additional holiday pay payable in terms of subclause (1) of this clause shall be payable to grade 7 and grade 8 employees when they proceed on annual leave, and application for it shall be lodged with the secretary of the Regional Council concerned at least two weeks before the beneficiary's leave is due to begin.

(5) Except as provided elsewhere in this Agreement, no deduction from additional holiday pay shall be made as a set-off against any money which may be owing to the employer.

(6) The amount of the additional holiday pay payable to an operative shall be two weeks' wages at the rate the employee in question is earning at the time his leave becomes due and is taken, reduced by one fifty-second for each week during which the employee does not work five full shifts: Provided that no deduction shall be made in respect of weeks during which—

(a) the employee has been absent on sick leave and has produced a medical certificate to the employer;

(b) the employee has been absent owing to the occurrence of one of the public holidays referred to in clause 17 of Division A of this Agreement.

(7) The provisions of subclause (13) (c) shall *mutatis mutandis* apply to payment of additional holiday pay due to an operative.

(8) Where an operative leaves the service of his employer before qualifying for additional holiday pay, such employee shall be paid a *pro rata* portion of his additional holiday pay on termination of service.

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

(10) All amounts received in respect of additional holiday pay shall be placed in a special account operated by Regional Councils.

(11) Except as otherwise provided in this clause, additional holiday pay held on behalf of an employee shall be paid to him—

(a) if he leaves the Industry, on the expiration of 52 weeks calculated from the date on which the additional holiday pay commenced to accrue;

(b) while he is employed in the Industry, when he proceeds on annual leave,

or earlier, at the discretion of the Regional Council concerned.

(12) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in clause 33 of the Administrative Agreement, from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

(13) (a) Employees for whom additional holiday pay is not prescribed in terms of this Agreement who qualify for paid annual leave shall be paid a holiday bonus by their employers.

(4) Die addisionele vakansiebesoldiging betaalbaar ingevolge subklousule (1) van hierdie klousule is aan graad 7- en graad 8-werknemers betaalbaar wanneer hulle met jaarlikse verlof gaan en daar moet by die sekretaris van die betrokke Streekraad daarom aansoek gedoen word minstens twee weke voordat die bevoordeelde se verlof moet begin.

(5) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrag van die addisionele vakansiebesoldiging by wyse van skuldvergelyking vir geld wat aan die werkgever verskuldig is, afgetrek word nie.

(6) Die addisionele vakansiebesoldiging aan 'n werkmans betaalbaar, is twee weke se loon teen die skaal waarteen die betrokke werknemer besoldig word wanneer hy op sy verlof geregtig word en hy dit neem, verminder met een twee-en-veertigste vir elke week wat die werknemer nie vyf volle skofte gewerk het nie: Met die verstande dat geen bedrag afgetrek mag word nie vir weke wat—

(a) die werknemer van sy werk afwesig was met siekteverlof en 'n doktersertifikaat aan die werkgever voorgelê het;

(b) die werknemer van sy werk afwesig was op een van die openbare vakansiedae wat in klousule 17 van Afdeling A van hierdie Ooreenkoms bedoel word.

(7) Die bepalings van subklousule 13 (c) is *mutatis mutandis* van toepassing op betaling van addisionele vakansiebesoldiging aan 'n werkmans.

(8) Waar 'n werkmans die diens van sy werkgever verlaat voordat hy vir addisionele vakansiebesoldiging kwalifiseer, moet daar aan sodanige werknemer 'n *pro rata*-gedeelte van sy addisionele vakansiebesoldiging by diensbeëindiging betaal word.

(9) Addisionele vakansiebesoldiging wat deur 'n Streekraad of 'n werkgever namens 'n werknemer gehou word wat om gesondheidsredes of ander ongeskiktheid nie in staat is om sy beroep voort te sit nie, word onmiddellik aan die werknemer betaalbaar, en addisionele vakansiebesoldiging verskuldig aan 'n werknemer wat in die loop van sy diens sterf, word onmiddellik aan sy boedel betaalbaar.

(10) Alle bedrae wat ten opsigte van addisionele vakansiebesoldiging ontvang word, moet gestort word in 'n spesiale rekening wat Streekraade hanteer.

(11) Behoudens andersluidende bepalings in hierdie klousule moet addisionele vakansiebesoldiging wat namens 'n werknemer gehou word—

(a) indien hy die Nywerheid verlaat, aan hom betaal word by verstryking van 52 weke, bereken vanaf die datum waarop die verlofbesoldiging begin ooploop het;

(b) terwyl hy nog in die Nywerheid in diens is, aan hom betaal word wanneer hy met jaarlikse verlof gaan, of dit kan, na goeddunke van die betrokke Streekraad, eerder betaal word.

(12) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is deur die Raad ontvang word nie, moet die werkgever rente betaal teen die koers soos voorgeskryf in klousule 33 van die Administratiewe Ooreenkoms vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na goeddunke betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

(13) (a) Werknemers vir wie addisionele vakansiebesoldiging nie ingevolge hierdie Ooreenkoms voorgeskryf word nie, en wat vir betaalde jaarlikse verlof kwalifiseer, moet deur hul werkgevers 'n vakansiebonus betaal word.

(b) The amount of the holiday bonus referred to in paragraph (a) shall be two weeks' wages.

(c) Payment of the bonus is to be made as follows by mutual agreement between employer and employee:

- (i) On completion of 12 months' service; or
- (ii) at commencement of the employee's annual leave; or
- (iii) not later than the 20th day of December of each year:

Provided that in the event of agreement not having been reached between the employer and the employee, the bonus will be payable to the employee on completion of his leave cycle.

CLAUSE 8: OVERTIME

(1) For the purposes of this clause "overtime" means all time worked other than on a Sunday, in excess of the number of ordinary hours of work prescribed in clause (5) (1) of this Chapter.

(2) (a) Notwithstanding the provisions of clause 5 (1) of this Chapter, an employer may require or permit an employee to work overtime for a total period of not exceeding 10 hours in any one week.

(b) An additional 10 hours' overtime may be worked subject to the following conditions—

(i) the Regional Secretary of the Regional Council concerned shall consult with the employers' organisation and trade union representing the employees concerned, and if approved, issue a suitable licence of exemption authorising the additional overtime;

(ii) all overtime prescribed in subclause (2) (a) and (b) of this clause shall be limited to 60 hours in any period of four continuous weeks;

(iii) licences of exemption issued shall be submitted to the Regional Council concerned to ratification at the next ensuing meeting of the Regional Council;

(iv) whenever an employee is requested to work overtime in excess of 10 hours, his employer shall give notice of not less than 48 hours of the intention to work such overtime to the employee concerned.

(3) The minimum rates at which employees shall be remunerated for overtime are as follows:

(a) In the case of a journeyman: One and a half times his ordinary rate of remuneration;

(b) in the case of an employee other than a journeyman: One and a third times his ordinary rate of remuneration:

Provided that no employee shall qualify for overtime in respect of any week during which he has worked less than 45 hours, this figure being subject to *pro rata* reduction in respect of the following which occur during a particular week:

(i) Statutory public holidays referred to in clause 17 of Division A of this Agreement;

(ii) absence with the permission or condonation of the employer: Provided that an employee who is aggrieved by the employer's non-condonation of his absence may appeal to a Regional Council against the employer's decision applied to him and the Regional Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case; in the event of the employee not being satisfied with the Regional Council's decision he may appeal thereagainst to the National Council, whose decision shall be final;

(iii) the beginning of a new contract of employment.

(b) Die bedrag van die vakansiebonus in paragraaf (a) bedoel moet gelykstaande wees aan twee weke se loon.

(c) Betaling van die bonus geskied volgens ooreenkoms tussen die werkgewer en werknemer soos volg:

- (i) By voltooiing van 12 maande diens; of
- (ii) met die aanvang van die werknemer se jaarlikse verlof; of
- (iii) nie later as die 20ste dag van Desember van elke jaar:

Met dien verstande dat in die geval waar ooreenkoms nie tussen die werkgewer en werknemer bereik is nie, die bonus by die voltooiing van die werknemer se verlofsiklus aan hom betaalbaar is.

KLOUSULE 8: OORTYDWERK

(1) Vir die doeleindes van hierdie klousule beteken "oortyd" alle tyd wat daar, uitgesonderd op 'n Sondag, langer gewerk word as die getal gewone werke wat in klousule 5 (1) van hierdie Hoofstuk voorgeskryf word.

(2) (a) Ondanks klousule 5 (1) van hierdie Hoofstuk, kan 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd vir 'n totale tydperk van hoogstens 10 uur in 'n bepaalde week te werk.

(b) 'n Addisionele 10 uur oortyd mag gewerk word behoudens die volgende voorwaardes—

(i) die Streeksekretaris van die betrokke Streekraad moet met die werkgewersvereniging en vakbond wat die betrokke werknemer verteenwoordig, oorleg pleeg, en indien goedgekeur, 'n geskikte vrystellingsertifikaat uitreik wat die addisionele oortyd magtig;

(ii) alle oortyd voorgeskryf by subklousule (2) (a) en (b) van hierdie klousule is beperk tot 60 uur in enige tydperk van vier aaneenlopende weke;

(iii) vrystellingsertifikate wat uitgereik is, moet aan die volgende vergadering van die Streekraad vir bekragtiging voorgelê word;

(iv) telkens wanneer 'n werknemer gevra word om oortyd van meer as 10 uur te werk, moet sy werkgewer minstens 72 uur kennis aan sodanige werknemer gee van die voorneme om sulke oortyd te werk.

(3) Die minimum oortydbesoldiging wat werknemers moet ontvang, is soos volg:

(a) In die geval van 'n vakman: Een en 'n half maal sy gewone besoldiging;

(b) in die geval van 'n werknemer, uitgesonderd 'n vakman: Een en 'n derde maal sy gewone besoldiging:

Met dien verstande dat 'n werknemer nie vir oortyd kwalifiseer nie ten opsigte van 'n week waarin hy minder as 45 uur gewerk het. Hierdie syfer is onderworpe aan *pro rata*-vermindering as die volgende gedurende 'n bepaalde week voorkom:

(i) Statutêre openbare vakansiedae in klousule 17 van Afdeling A van hierdie Ooreenkoms bedoel;

(ii) afwesigheid met die toestemming of kondonering van die werkgewer: Met dien verstande dat 'n werknemer wat reken dat hy veronreg word omdat sy werkgewer nie sy afwesigheid wil kondoneer nie, by 'n Streekraad appèl kan aanteken teen die werkgewer se beslissing wat op hom van toepassing gemaak is, en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening vir sodanige geval gegee behoort te gewees het. As die werknemer nie met die Streekraad se beslissing tevrede is nie kan hy daarteen appèl aanteken by die Nasionale Raad wie se beslissing finaal is;

(iii) die begin van 'n nuwe dienskontrak.

(4) The provisions of clause 5 (1), (2), (3) and (4) of this Chapter and subclause (2) of this clause shall not apply to any employee while employed on work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay or on any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours.

CLAUSE 9: SUNDAY WORK

(1) Whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee—

(i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday; or

(ii) if he so works for a period exceeding four hours, remuneration at a rate of not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater; or

(b) pay the employee remuneration at a rate of not less than one and a third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's leave and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such day's leave worked his average ordinary working hours for that day of the week.

CLAUSE 10: SHORT TIME

(1) Subject to the provisions of subclause (3) of this clause and notwithstanding anything to the contrary in this Agreement, an employer may employ his employees on short time: Provided that where such short time is owing to slackness of trade and/or shortage of material, if an employee is required not to attend the establishment on a particular day, the employer shall notify him of the fact not later than the day immediately preceding the day on which he is not required to work, and where the employee is expressly required by the employer to report at the establishment on any particular day for the purpose of ascertaining whether work will be available, he shall, if no work or if work of less than four hours' duration is available, be paid not less than four hours' pay in respect of such day.

(2) In the event of short time being worked, an employer shall not be required to pay wages to his employees, except for the period actually worked or as otherwise expressly provided for in subclause (1) of this clause.

(3) An employee may not be placed on short time on any of the days which are public holidays in terms of section 1 or declared as such under section 2 of the Public Holidays Act, 1994.

(4) An apprentice may not be placed on short time except with the approval of the Registrar of Manpower Training.

(5) In the event of any employee being placed on short time in excess of four weeks, the employer concerned shall provide the Regional Council with jurisdiction over the establishment with the following information in writing:

- (a) The names of all employees placed on short time;
- (b) the reasons for extending short time beyond four weeks;
- (c) the date upon which short time commenced; and
- (d) the estimated duration of short time.

(6) In the event of short time exceeding eight weeks the Regional Secretary shall report the matter to the Regional Council concerned.

(4) Klousule 5(1), (2), (3) en (4) van hierdie Hoofstuk en subklousule (2) van hierdie klousule is 'n' op werknemers van toepassing nie terwyl hulle werk verrig wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaarraking van installasie of masjinerie sonder versuim gedoen moet word of werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure gedoen kan word nie.

KLOUSULE 9: SONDAGWERK

(1) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever of—

(a) die werknemer—

(i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die gewone besoldiging betaal wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk; of

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, minstens dubbel sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk, of minstens dubbel die gewone besoldiging betaalbaar vir die tydperk wat hy gewoonlik op 'n werkdag werk, naamlik die grootste bedrag; of

(b) die werknemer minstens een en 'n derde maal sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk, en hom binne sewe dae vanaf sodanige Sondag een dag verlof toestaan en hom daarvoor minstens sy gewone besoldiging betaal asof hy op sodanige dag verlof sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

KLOUSULE 10: KORTTYD

(1) Behoudens subklousule (3) van hierdie klousule en ondanks andersluidende bepalings van hierdie Ooreenkoms, kan 'n werkgever sy werknemer korttyd laat werk: Met dien verstande dat waar sodanige korttyd te wyte is aan 'n handelslapse en/of 'n tekort aan materiaal en daar van 'n werknemer vereis word om nie op 'n bepaalde dag in die bedryfsinrigting teenwoordig te wees nie, die werkgever hom voor of op die dag onmiddellik voor die dag waarop daar van hom vereis word om nie te werk nie, van sodanige feit in kennis moet stel, en waar die werkgever uitdruklik van die werknemer vereis om hom op 'n bepaalde dag by die bedryfsinrigting aan te meld met die doel om vas te stel of daar werk beskikbaar is, moet hy, indien daar geen werk beskikbaar is nie of indien slegs werk vir minder as vier uur beskikbaar is, minstens vier uur se besoldiging vir sodanige dag betaal word.

(2) Waar daar korttyd gewerk word, is 'n werkgever nie verplig om lone aan sy werknemers te betaal nie, behalwe vir die tydperk wat hulle werklik gewerk het of soos uitdruklik anders in subklousule (1) van hierdie klousule bepaal.

(3) 'n Werknemer mag nie op 'n dag wat 'n openbare vakansiedag is kragtens artikel 1 of as sodanig verklaar is kragtens artikel 2 van die Wet op Openbare Vakansiedae, 1994, op korttyd geplaas word nie.

(4) 'n Vakleerling mag nie op korttyd geplaas word nie, behalwe met die goedkeuring van die Registrateur van Mannekragopleiding.

(5) In die geval van 'n werknemer wat vir meer as vier weke op korttyd geplaas word, moet die betrokke werkgever aan die Streekraad wat jurisdiksie het oor sy onderneming die volgende inligting skriftelik verskaf:

- (a) Die name van alle werknemers wat op korttyd geplaas word;
- (b) die redes vir die verlengde korttyd vir meer as vier weke;
- (c) die datum waarop korttyd begin het; en
- (d) die beoogde tydperk van die korttyd.

(6) Ingeval die korttyd agt weke oorskry, moet die Streeksekretaris die saak aan die betrokke Streekraad rapporteer.

CLAUSE 11: SHIFT WORK

The following provisions shall apply to shift work in vehicle body building establishments:

- (a) No normal shift shall exceed nine and a quarter hours;
- (b) not less than eight hours shall elapse between successive shifts of any employee;
- (c) where an employee is employed between 18:00 and 06:00, his employer shall pay him at his ordinary rate of remuneration, plus 10 per cent for each hour or part of an hour worked between these times;
- (d) time worked by an employee after the completion of his normal shift, shall subject to the proviso to clause 8 (3) of this Chapter, be regarded as overtime and be paid for in accordance with the rates prescribed in the said clause;
- (e) no shifts shall be worked between 12:00 on Saturday and 06:00 on Monday.

CLAUSE 12: SUPPLY OF OVERALLS

(1) Every employer shall supply, free of charge, to each of his employees, other than chars, watchmen, drivers and general workers, three first-grade overalls during each yearly cycle of employment: Provided that two overalls are supplied at the beginning of the cycle and the third overall after six months' employment.

(2) Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with any applicable prescriptions promulgated in terms of the Machinery and Occupational Safety Act, 1983.

(3) The employer remains the owner of any item supplied by him free of charge to an employee in terms of this clause.

CLAUSE 13: SUPPLY OF TOOLS

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

- Electrical and/or pneumatic drilling machines;
- benches and vices;
- jacks and trestles;
- emery wheels;
- blocks and tackles or cranes;
- grease guns or other greasing apparatus;
- extension lights with a maximum of one globe per month;
- waste or sweat rags;
- means of cleaning greasy parts;
- hacksaw blades;
- 203 mm files and over;
- one mechanic's cradle in respect of each journeyman motor mechanic employed in the employer's workshop;
- trimmers' sewing machines;
- stud extractors;
- drills of over 9,525 mm;
- reamers of all sizes;
- screwing tackles;
- stocks and dies and taps;
- blow lamps;
- all special spanners;
- hammers of 1 361 g and over;

KLOUSULE 11: SKOFWERK

Die volgende bepalings is op skofwerk in voertuigbak-bouinrigtings van toepassing:

- (a) 'n Gewone skof mag nie langer as nege en 'n kwart uur duur nie;
- (b) minstens agt uur moet verloop tussen agtereenvolgende skofte van 'n werknemer;
- (c) waar 'n werknemer tussen 18:00 en 06:00 werk, moet sy werkgever hom sy gewone besoldiging betaal, plus 10 persent vir elke uur of gedeelte van 'n uur tussen hierdie tye gewerk;
- (d) behoudens die voorbehoudsbepaling van klousule 8 (3) van hierdie Hoofstuk, moet tyd deur 'n werknemer gewerk na voltooiing van sy gewone skof geag word oortyd te wees en moet hy in ooreenstemming met die skale in genoemde klousule voorgeskryf daarvoor besoldig word;
- (e) geen skofte mag tussen 12:00 op Saterdag en 06:00 op Maandag gewerk word nie.

KLOUSULE 12: VERSKAFFING VAN OORPAKKE

(1) Elke werkgever moet aan elkeen van sy werknemers, uitgesonderd skoonmaaksters, wagte, drywers en algemene werkers, drie eerstegraadse oorpakke gedurende elke jaarlikse diens-siklus gratis verskaf: Met dien verstande dat twee oorpakke aan die begin van die siklus verskaf word, en die derde oorpak na ses maande diens.

(2) Werkgevers moet aan hul werknemers gratis persoonlike beskermende uitrustings en/of kleres verskaf ooreenkomstig enige toepaslike voorskrifte uitgevaardig kragtens die Wet op Masjinerie en Beroepsveiligheid, 1983.

(3) Die werkgever bly die eienaar van elke kledingstuk wat hy ooreenkomstig hierdie klousule gratis aan 'n werknemer verskaf het.

KLOUSULE 13: VERSKAFFING VAN GEREEDSKAP

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

- Elektriese en/of druklugboormasjiene;
- banke en bankskroewe;
- domkragte en bokke;
- skuurwiele;
- katrolstelle of hyskrane;
- ghriesspuitte of ander ghriesapparaat;
- verlengligte met 'n maksimum van een gloeilamp per maand;
- poets- of sweetlappe;
- middels vir die skoonmaak van oliegeiger onderdele;
- ystersaaglemme;
- vyle van 203 mm en langer;
- een werktuigkundige se wieg vir elke vakmanmotor-werktuigkundige wat in die werkgever se werkwinkel werkzaam is;
- stoffsnaaaimasjiene;
- tapbouttrekkers;
- bore van meer as 9,525 mm;
- ruimers van alle groottes;
- skroefsnijgereedskap;
- stokke en snymoere en snytappe;
- blaaslampe;
- alle spesiale moersleutels;
- hamers van 1 361 g en swaarder;

Stillson wrenches over 305 mm;
 wringing irons;
 large soldering irons;
 rivet sets;
 valve seat cutters;
 valve grinding compound;
 micrometers;
 hydrometers and electrical testing and fault-finding apparatus;
 blacksmith's tools;
 other such tools as are customarily supplied by employers.

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

(3) An employer may require each of his journeymen to supply his own tools for use in the course of his work.

(4) An apprentice who uses his own tools in the course of his employment must be paid R7,50 per week in addition to his normal remuneration, except in the case of an apprentice spraypainter who must be paid 75c per week in addition to his normal remuneration.

(5) Every employer shall insure the tools provided by each of his journeymen and apprentices against loss through fire at or theft by forced entry into his premises for the replacement value up to a maximum of R7 000 per employee. The maximum amount of insurance shall be determined after a proper inventory of tools in his possession has been submitted by the employee to the employer. The maximum amount of actual insurance is to be reviewed from time to time as and when the inventory of tools changes.

(6) Any loss through fire or theft of the nature referred to in subclause (5) in excess of the replacement value up to a maximum of R7 000 per employee shall be borne by the employee concerned.

(7) In the event of any of the tools provided by a journeyman or apprentice being lost, missing or not available for any reason other than those referred to in subclause (5) the journeyman or apprentice concerned shall replace, renew or recondition such tools at his own expense.

(8) If any apprentice fails to replace, renew or recondition such tools, his employer shall have the right to discontinue payment of the tool allowance provided for in subclause (4) until such time as the apprentice concerned complies with the provisions of subclause (7).

(9) In every establishment in which journeymen or apprentices are employed, the employer shall cause to be displayed, in a place readily accessible to his employees, a copy of the tool list approved by the Council.

(10) Any apprentice who works less than 23 hours in any one week shall not be entitled to any tool allowance in respect of that week.

(11) The tool allowance referred to in this clause shall be paid at the same time as the apprentice's wages are paid, and no employer shall require or permit any apprentice to repay him the whole or any part of any tool allowance, nor shall he do any act or cause or permit any act to be done as a direct or indirect result of which any apprentice is deprived of the benefit or any part of the benefit of such allowance, save as provided in subclauses (8) and (10).

(12) The tools referred to in subclauses (3), (4), (5), (7) and (9) of this clause are the tools listed for the category of employee concerned in Annexure C to this Agreement.

Stillson-moersleutels van meer as 305 mm;
 wringysters;
 groot soldeerbout;
 klinknaelstelle;
 klepbeddingfrese;
 klepslypmengsel;
 mikrometers;
 hidrometers en elektriese toets- en defekopspringings-apparaat;
 grofsmidsgereedschap;
 ander stukke gereedschap wat gewoonlik deur werk-gewers verskaf word.

(2) In die geval van 'n werknemer wat herhalingswerk verrig wat 'n groot aantal bore of vyle of dergelike breekbare stukke gereedschap vereis, moet sodanige stukke gereedschap deur die werkgever verskaf word.

(3) 'n Werkgever kan van elk van sy vakmanne vereis om sy eie gereedschap te verskaf vir gebruik by sy werk.

(4) 'n Vakleerling wat sy eie gereedschap gebruik terwyl hy in diens is, moet, benewens sy gewone besoldiging R7,50 per week betaal word, behalwe in die geval van 'n vakleerlingspuitverwer wat, benewens sy gewone besoldiging, 75c per week betaal moet word.

(5) Elke werkgever moet die gereedschap wat elk van sy vakmanne en vakleerlinge self verskaf, teen verlies as gevolg van 'n brand by sy perseel of weens diefstal deur inbraak in sy perseel vir die vervangingswaarde tot 'n maksimum van R7 000 per werknemer verseker. Die maksimum bedrag van die versekering moet bepaal word nadat die werknemer 'n behoorlike inventaris van die gereedschap in sy besit aan die werkgever voorgelê het. Die maksimum bedrag van die werklike versekering moet van tyd tot tyd hersien word namate die inventaris van die gereedschap gewysig word.

(6) Verlies as gevolg van brand of diefstal van die aard in subklousule (5) bedoel wat meer is as die vervangingswaarde tot 'n maksimum van R7 000 per werknemer, moet deur die betrokke werknemer gedra word.

(7) As van die gereedschap wat deur 'n vakman of vakleerling verskaf is, verlore raak of om 'n ander rede as dié in subklousule (5) bedoel, nie beskikbaar is nie, moet die betrokke vakman of vakleerling sodanige gereedschap op eie koste vervang, vernuwe of opknap.

(8) As 'n vakleerling versuim om sodanige gereedschap te vervang, te vernuwe of op te knap, het sy werkgever die reg om op te hou met die betaling van die gereedskaptolae wat in subklousule (4) voorgeskryf word tot tyd en wyl die betrokke vakleerling aan subklousule (7) voldoen.

(9) Die werkgever moet in elke bedryfsinrigting waarin vakmanne of vakleerlinge in diens is, 'n afskrif van die gereedskaplys wat deur die Raad goedgekeur is, vertoon op 'n plek wat maklik vir sy werknemers toeganklik is.

(10) Vakleerlinge wat minder as 23 uur in 'n bepaalde week werk, is nie op 'n gereedskaptolae vir daardie week geregtig nie.

(11) Die gereedskaptolae wat in hierdie klousule bedoel word, moet gelyktydig met die betaling van die vakleerling se loon betaal word, en geen werkgever mag van 'n vakleerling vereis of hom toelaat om die totaal of 'n gedeelte van 'n gereedskaptolae aan hom terug te betaal nie en hy mag ook niks doen of laat doen of toelaat dat iets gedoen word wat regstreeks of onregstreeks daartoe lei dat 'n vakleerling die voordeel of 'n gedeelte van die voordeel van sodanige tolalae ontnem word nie, behalwe soos in subklousules (8) en (10) bepaal.

(12) Die gereedschap in subklousules (3), (4), (5), (7) en (9) van hierdie klousule bedoel, is dié wat in Aanhangsel C van hierdie Ooreenkoms vir die betrokke kategorie werknemer voorkom.

PART II**CLAUSE 1: SCOPE OF APPLICATION**

In addition to the provisions of Part I of this Chapter, the provisions of this Part shall, subject to clause 2 hereof, apply to vehicle body building establishments registered for the purpose with the Council.

CLAUSE 2: REGISTRATION OF ESTABLISHMENT

(1) Any employer utilising repetitive production methods in vehicle body building shall, if he wishes to employ any or all of the operative grades defined in clause 3 of this Part, make application to be registered therefor to the Council or through the Regional Council for his Region in such form as the Council may prescribe.

(2) The Council shall, after considering such application, in its discretion register the establishment concerned upon such terms and conditions and for such period as it may determine and issue a certificate to that effect specifying, *inter alia*, the operative grades which may be employed by that establishment.

(3) The Council may for any good reason at any time withdraw or vary in terms of a certificate issued under subclause (2) and the employer shall, when so required in writing, return the certificate to the Council direct or through the Regional Council, if he so wishes, within 10 days after receipt of such notification.

(4) No employer shall, unless so registered and validly in possession of the said certificate, employ any of the operative grades defined in this Part, nor shall he employ any of the operative grades other than those specified in that certificate.

CLAUSE 3: DEFINITIONS

For the purposes of Chapter II, Part II—

(1) “**char**” (Grade 1 employee) means an employee mainly or exclusively employed in any one or more of the following duties:

Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;

dusting of vehicles;

franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;

making and/or serving tea or similar beverages;

preparing and/or serving food not for sale to the public;

washing of motor vehicles;

(2) “**exempted journeyman**” (grade 7 employee) means an employee who is employed in a registered vehicle body building establishment and who is engaged mainly or exclusively in aspects of journeyman's work under licence of exemption;

(3) “**general operative**” (grade 2 employee) means, in relation to a vehicle body building establishment, an employee who may in addition to the duties emunerated in clause 2 (50) of Division A also perform any of the following duties:

Applying and/or wiping on metals and/or materials;

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

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

assisting a journeyman or an apprentice of not less than one year's experience in the installation and/or stapling into position of electric cables for interior lighting or fittings, or assisting with the fixing of self-aligning dies in the setting of machines;

DEEL II**KLOUSULE 1: TOEPASSINGSBESTEK**

Benewens Deel I van hierdie Hoofstuk is hierdie Deel behoudens klousule 2 hiervan van toepassing op voertuigbakbouinrigtings wat vir die doel by die Raad geregistreer is.

KLOUSULE 2: REGISTRASIE VAN BEDRYFSINRIGTING

(1) Elke werkgewer wat van herhalingsproduksiemetodes by voertuigbakbou gebruik maak, moet, indien hy een van of al die grade werkmante soos in klousule 3 van hierdie Deel omskryf in diens wil neem, by die Raad of deur die Streekraad vir sy Streek aansoek doen om as sodanig geregistreer te word en wel in sodanige vorm as wat die Raad voorskryf.

(2) Die Raad moet, ná oorweging van sodanige aansoek, die betrokke bedryfsinrigting na goeddunke registreer op sodanige voorwaardes en vir sodanige tydperk as wat hy bepaal en 'n sertifikaat in diers voege uitreik waarin onder meer die grade werkmante vermeld word wat dié bedryfsinrigting in diens mag neem.

(3) Die Raad kan te eniger tyd om 'n afdoende rede 'n sertifikaat wat ingevolge subklousule (2) uitgereik is, intrek of die voorwaardes daarvan wysig, en die werkgewer moet, as dit skriftelik van hom vereis word, die sertifikaat binne 10 dae ná ontvangs van sodanige kennisgewing regstreeks aan die Raad terugbesorg of, indien hy dit verkies, deur die Streekraad.

(4) Tensy hy aldus geregistreer en wettiglik in besit is van genoemde sertifikaat, mag geen werkgewer enigeen van die grade werkmante in hierdie Deel omskryf in diens neem nie, en hy mag ook nie enigeen van die grade werkmante in diens neem nie behalwe dié wat in daardie sertifikaat gemeld word.

KLOUSULE 3: WOORDOMSKRYWING

Vir die doeleindes van Hoofstuk II, Deel II, beteken—

(1) “**skoonmaker**” (graad 1-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte uitvoer:

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

voertuie afstof;

posstukke frankeer, briewe in koeverte plaas, posstukke en ander dokumentasie afhaal en aflewer;

tee of soortgelyke drankte berei en/of bedien;

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

motorvoertuie was;

(2) “**vrygestelde vakman**” (graad 7-werknemer) 'n werknemer wat in 'n geregistreerde voertuigbakboubedryfsinrigting in diens is, en wat hoofsaaklik of uitsluitlik aspekte van vakmanswerk verrig kragtens 'n vrystelling verleen;

(3) “**algemene werkmante**” (graad 2-werknemer) met betrekking tot 'n voertuigbakbouinrigting, 'n werknemer wat benewens die pligte in klousule 2 (50) van Afdeling A gelys ook enigeen van die volgende pligte kan uitvoer:

Metale en/of ander materiale aanwend en/of aanstryk;

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

artikels en/of komponente monteer waar geen passing nodig is nie;

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

barring wires and fixing cable ends;

cutting fibreglass parts to patterns or templates;

cutting or shearing metal or other materials with a hack or circular saw or friction cutter to stops or jigs or to markings on materials made by a journeyman, apprentice with not more than four years to serve, or an operative, grade CV;

bending and/or forming with special-purpose machines/jigs or templates—by hand or machine—but not setting up of machine;

dipping in enamels and/or paint;

drilling, other than precision work;

fitting glass by means of self-sealing sections;

inserting and/or tightening and/or loosening body-holding-down bolts and/or seat-fixing bolts;

making parts from pre-mixed plastic materials and fibreglass in preformed moulds;

marking off;

pressing and/or notching to stop, jigs, dies or templates—by hand or machine—but excluding the setting of jigs or dies;

punching by hand or machine to pre-set stops, marks, jigs or templates under the supervision of a journeyman or an apprentice of not less than one year's experience;

rivet striking;

rough cutting of materials with any power or hand-operated cutting device, excluding a power guillotine, after the materials have been marked out by a journeyman, apprentice with not more than four years to serve, or an operative, grade CV;

screwing and/or tapping by means of screwing or tapping machines or attachments;

spot or resistance welding on subassembly work with components in special-purpose jigs or fixtures;

threading of bolts or tapping of holes or nuts by hand;

using pre-set oxy-acetylene for rough cutting;

(4) **"journeyman"** (grade 8 employee) means a person who performs a journeyman's work and who—

(a) has served an apprenticeship in a designated trade in accordance with the requirement of the Manpower Training Act, 1981, or in accordance with a written contract approved by any Regional Council; or

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

(c) is in possession of a certificate issued to him in terms of the Manpower Training Act, 1981; or

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

(5) **"machine-setter"** (grade 6 employee) means an employee who adjusts and/or sets machine tools and presses, other than tools or lathes used for machining brake drums, brake discs, flywheel facings or pressure plates;

drade afstroop en kabelente vassit;

veselglasonderdele volgens patrone of patroonplate sny;

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

met eendoelmasjiene, setmate of patroonplate—met die hand of 'n masjiën—buig en/of fatsoeneer, maar nie die masjiën opstel nie;

in emalje en/of verf indompel;

boorwerk maar nie presisiëwerk nie;

ruite deur middel van selfdigseksies insit;

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

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

afmerkwêrk;

volgens stuiters, setmate, matryse of patroonplate—met die hand of 'n masjiën—pers en/of inkeep, maar uitgesonderd die setmate of matryse stel;

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

klinknaels inslaan;

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

skroefdraad en/of moerdraad sny met 'n skroef- of moerdraadsnymasjiën of hegstukke;

punt- of weerstandswëising aan subsamëstelwêrk met komponente in eendoelsetmate of -setklemme;

met die hand draad in boutë sny of gatë of moere tap;

'n vooraf gestelë oksiasetileentoestel vir nuwë snywêrk gebruiëk;

(4) **"vakman"** (graad 8-wërkneëmër) 'n persoon wat vakmanswêrk verrig en wat—

(a) 'n leertyd as vakleerling in 'n aangewesë ambag uitgedien het ooreenkomstig die vereistes van die Wet op Mannekragopleiding, 1981, of ooreenkomstig 'n skriftelike kontrak wat deur 'n Streekraad goedgekeur is; of

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

(c) in besit is van 'n sertifikaat wat ooreenkomstig die Wet op Mannekragopleiding, 1981, aan hom uitgereik is; of

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

(5) **"masjiënsteller"** (graad 6-wërkneëmër) 'n wërkneëmër wat masjiëngereëdsëkap en perse, uitgesonderd gereëdsëkap of draaibanke wat die vir masjiënering van remtrommels, remskywë, vliegwiëlvlakke of drukplate gebruiëk word, regstel en/of stel;

(6) **"operative, grade BV"** (grade 5 employee) means an employee engaged mainly or exclusively on a repetitive basis in welding or brazing plates, sheets and sections to jigs, and/or welding or brazing parts so formed and/or located as to obviate the need for a jig, and/or cutting with a profile cutting machine;

(7) **"operative, grade CV"** (grade 5 employee) means an employee mainly or exclusively engaged under the supervision of a journeyman or apprentice with not more than four years to serve on—

assembling by drilling of relevant materials where necessary, by bolting and/or riveting and/or screwing and/or tack-welding parts together;

positioning of lamps, including lengthening or shortening flex as necessary from a temporary position or a position rendered unsuitable through the fitting of a body;

from cabless commercial vehicles chassis received for bodying, removing for safe-keeping instrument panels, including electrical connections, switchboards, surge tanks and pipes, heat and oil gauges and temporary drive seats, and disconnecting all electrical wiring on such chassis from starter motors, generators, regulators and auxiliary circuits;

installing and fastening cables to new motor chassis, to new trailer chassis or to new trailer caravans by means of clips or bolts;

connecting cables to light points or fittings already in position;

sewing or tacking seat and squab covers by hand or machine;

padding and closing flutes and bolsters by hand;

machining timber to pre-set lengths or thicknesses;

machining timber components on wood-working machines to jigs or stops;

cutting materials to pre-set dimensions;

marking off and cutting, bending, forming and/or blanking all material from patterns or templates by hand or pre-set machine under the supervision of a journeyman or apprentice including, where necessary, the fastening of special-purpose clamps on the machines concerned;

in relation to the mixing of fibreglass solutions and/or resins, determining from formula charts provided for the purpose the quantities of constituent materials required, measuring these materials by means of graduated vessels or mixing;

using simple linear measuring devices and/or combination squares;

operating a fibreglass chopper gun;

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

(8) **"operative, grade DV"** (grade 5 employee) means and employee mainly or exclusively engaged in—

applying by brush and/or spray gun any primer or paint to the interior or exterior of motor vehicles, other than the final exterior coats to coach finished bodies, excluding colour matching but including paint mixing in accordance with prescribed formula; and mixing and/or testing of chemicals to a pre-determined formula for pre-treatment of metals in chemical baths;

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

(6) **"werkman graad BV"** (graad 5-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik op 'n herhalingsgrondslag sweiswerk of sweissoldeerwerk verrig aan plate, stroke en stukke volgens 'n setmaat en/of aan dele wat so gevorm en/of so geplaas is dat 'n setmaat nie nodig is nie, en/of met 'n profielsnymasjien snywerk doen;

(7) **"werkman graad CV"** (graad 5-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik onder toesig van 'n vakman of vakleerling wat nog hoogstens vier jaar moet uitdien, die volgende werk verrig:

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

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

instrumentpanele, waaronder elektriese verbindinge, skakelborde, stuwingsstanks en pype, hitte- en oliemeters en tydelike drywersitplekke vir veilige bewaring verwyder van kajuitlose handelsvoertuigonderstelle wat ontvang word om bakke daarop te sit, en alle elektriese bedrading aan sodanige onderstelle vanaf die aansitter-motore, generators, reëlaars en hulpkringe ontkoppel;

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

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

oortreksels vir sitplekke en rugleuningskussings met die hand of 'n masjien vaswerk of vasspyker;

ribbe en kussings met die hand opstop en toewerk;

hout volgens vooraf gestelde lengtes of diktes masji-
neer;

houtkomponente op houtwerkmasjiene volgens set-
mate of stuiters masjineer;

materiaal volgens vooraf gestelde afmetings sny;

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

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

die gebruik van eenvoudige lengtemeettoestelle en van kombinasiewinkelhake;

'n veselglaskapmes bedien;

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

(8) **"werkman graad DV"** (graad 5-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik die volgende werk verrig:

Die onderlaag of verf met behulp van 'n kwas en/of sproeispuut aan die binne- of buitekante van motorvoer-
tuie aanbring, uitgesonderd die finale lae aan die buite-
kant van voorbereide voertuigbakke, en uitgesonderd
kleurpassing, maar met inbegrip van die meng van verf
ooreenkomstig voorgeskrewe formules; en die meng
en/of toets van chemikalieë volgens 'n vooraf bepaalde
formule vir die voorbehandeling van metale in chemiese
baddens;

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

CLAUSE 4: EMPLOYEES

(1) Subject to the unrestricted right of an establishment registered under this Part to employ office, stores, sales and clerical employees, and to employ apprentices and trainees in terms of clause 1 (2) of Division A of this Agreement, the classes of employees in such an establishment shall be limited to those listed in the Schedule to clause 5.

(2) At least one journeyman shall be employed by and employer on each section of operations in a vehicle body building establishment on which any operative grades are employed.

(3) Not more than 15 operatives, grades BV, CV and DV, in the aggregate shall be employed for each journeyman employed in a vehicle body building establishment.

CLAUSE 5: WAGES

(1) *Minimum wage:* Subject to the provisions of subclause (2) of this clause, the minimum wage which an employer shall pay to each of his employees of the undermentioned classes shall be as set out hereunder and no employee shall accept a wage lower than that specified for his class.

(2) *Setting bonus:* The minimum weekly rates prescribed in Part B of the Schedule hereunder shall be increased by R5 per week if the employee at any time in the course of his duties sets and adjusts the machine(s) he operates.

SCHEDULE**PART A: MISCELLANEOUS**

Class of employee	Wages per week (All areas)
	R
Grade 1	144,00 (R3,20 per hour)
Grade 2	217,80 (R4,84 per hour)
Grade 3	247,50 (R5,50 per hour)
Grade 5	306,45 (R6,81 per hour)
Grade 6	374,85 (R8,33 per hour)
Grade 7	483,30 (R10,74 per hour)
Grade 8	555,30 (R12,34 per hour)

PART B: OPERATIVES

Class of employee	Wages per week (All areas)
	R
Grade 5	306,45 (R6,81 per hour)

(3) "Experience" for the purposes of this clause, means total period or periods of employment which an employee has had either with his present or any other employer in the particular occupation in which he is employed.

CHAPTER III**MANUFACTURING ESTABLISHMENTS****CLAUSE 1: SCOPE OF APPLICATION AND REGISTRATION**

(1) The provisions of this Chapter and all the provisions of Division A of this Agreement shall apply to manufacturing establishments registered as such by the Council: Provided that where the said provisions of Division A are in conflict with the provisions of this chapter, the latter shall obtain and have preference.

KLOUSULE 4: WERKNEMERS

(1) Behoudens die onbeperkte reg van 'n bedryfsinrigting wat ingevolge hierdie Deel geregistreer is, om kantoor-, pakhuis-, verkoopswerknemers en klerke in diens te neem en om vakleerlinge en kwekelinge ingevolge klousule 1 (2) van Afdeling A van hierdie Ooreenkoms in diens te neem, is die klasse werknemers in so 'n bedryfsinrigting beperk tot dié wat in die Bylae van klousule 5 gemeld word.

(2) Minstens een vakman moet deur 'n werkgever in diens geneem word in elke seksie van die werksaamhede van 'n voertuigbakbouinrigting waarin werkmangrade in diens is.

(3) Hoogstens altesaam 15 werkmanne grade BV, CV en DV mag in diens geneem word vir elke vakman wat in 'n voertuigbakbouinrigting diens verrig.

KLOUSULE 5: LONE

(1) *Minimum loon:* Behoudens subklousule (2) van hierdie klousule is die minimum loon wat 'n werkgever aan elkeen van sy werknemers van ondergenoemde klasse moet betaal dié wat hieronder uiteengesit word en geen werknemer mag 'n loon aanneem wat laer is as dié wat vir sy klas voorgeskryf word nie.

(2) *Bonus vir stelwerk:* Die minimum weeklikse tariewe wat in Deel B van die Bylae hieronder voorgeskryf word, moet met R5 per week verhoog word indien die werknemer te eniger tyd in die loop van sy pligte die masjien(e) wat hy bedien, stel en regstel.

BYLAE**DEEL A: DIVERSE**

Klas werknemer	Loon per week (Alle gebiede)
	R
Graad 1	144,00 (R3,20 per uur)
Graad 2	217,80 (R4,84 per uur)
Graad 3	247,50 (R5,50 per uur)
Graad 5	306,45 (R6,81 per uur)
Graad 6	374,85 (R8,33 per uur)
Graad 7	483,30 (R10,74 per uur)
Graad 8	555,30 (R12,34 per uur)

DEEL B: WERKMANNE

Klas werknemer	Loon per week (Alle gebiede)
	R
Graad 5	306,45 (R6,81 per uur)

(3) Vir die toepassing van hierdie klousule beteken "onder-vinding" die totale tydperk of tydperke diens van 'n werknemer by óf sy huidige óf 'n ander werkgever in die bepaalde beroep waarin hy werksaam is.

HOOFSTUK III**VERVAARDIGINGSBEDRYFSINRIGTINGS****KLOUSULE 1: TOEPASSINGSBESTEK EN REGISTRASIE**

(1) Hierdie Hoofstuk en die hele Afdeling A van hierdie Ooreenkoms is van toepassing op vervaardigingsinrigtings wat as sodanig by die Raad geregistreer is: Met dien verstande dat waar Afdeling A strydig is met hierdie Hoofstuk, laasgenoemde geldig is en voorkeur geniet.

(2) (a) Application for registration as a manufacturing establishment for purpose of this Chapter shall be made by the employer to the Council or the Regional Council having jurisdiction in such form as may be prescribed and the Council may, in its discretion, register the establishment concerned for such period and subject to such terms and conditions as it may determine and shall issue the employer with a certificate to that effect.

(b) The Council may at any time withdraw or vary the terms of a certificate issued under paragraph (a) of this subclause and the employer shall, when so required in writing, return the certificate to the Council within 10 days after receipt of such written notification.

(c) An employer whose manufacturing establishment is not registered under paragraph (a) of this subclause shall in respect of such establishment be subject to the provisions of Chapter I of Division C of this Agreement.

CLAUSE 2: DEFINITIONS

For the purposes of this Chapter—

(1) **"char"** (grade 1 employee) means an employee mainly or exclusively employed in any one or more of the following duties:

Cleaning and/or washing permises, toilets, furniture, utensils or similar articles;

dusting of vehicles;

franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;

making and/or serving tea or similar beverages;

preparing and/or serving food not for sale to the public;

washing of motor vehicles;

(2) **"chopper out"** (grade 3 employee) means an employee mainly or exclusively engaged under the supervision of a cutter in laying out trimming and upholstery materials, copying identification marks and patterns onto such materials, chalking or marking in the outlines of articles from patterns and cutting by hand or machine one or more layers of material according to the outlines so chalked or marked in;

(3) **"cutter"** (grade 4 employee) means an employee mainly or exclusively engaged in making patterns or templets;

(4) **"general worker"** (grade 2 employee) means—

(a) in relation to all establishments, an employee who is mainly or exclusively engaged on any of the following duties:

Accepting written orders in return for goods delivered outside the employer's premises;

affixing printed or ready addressed labels to bottles, boxes, bales or other packages;

applying adhesives, belt dressing, deadener materials or anti-corrosive coatings (excluding primer, surfaces and finishing coats), putty, sealing compounds for purposes of dust-proofing and/or waterproofing;

applying and removing sash clamps, G-clamps, toggle clamps and battery hold-down clamps;

assembling and/or repairing motor-assisted pedal cycles and pedalassisted motor cycles;

assembling, packing and mass-measuring goods in accordance with instructions and/or packing slips;

assisting on delivery vans;

attending to boilers;

carrying goods;

cementing tyres;

(2) (a) Vir die toepassing van hierdie Hoofstuk moet aansoek om registrasie as 'n vervaardigingsinrigting deur die werkgewer by die Raad of die Streekraad wat regsbevoegdheid het, gedoen word in die vorm wat voorgeskryf word, en die Raad kan die betrokke bedryfsinrigting na goeddunke registreer vir dié tydperk en op dié voorwaardes wat hy bepaal, en die Raad moet die werkgewer van 'n sertifikaat met dié strekking voorsien.

(b) Die Raad kan te eniger tyd 'n sertifikaat wat kragtens paragraaf (a) van hierdie subklausule uitgereik is, intrek of wysig, en die werkgewer moet, wanneer dit skriftelik van hom vereis word, die sertifikaat aan die Raad terugstuur binne 10 dae na ontvangs van sodanige skriftelike kennisgewing.

(c) 'n Werkgewer wie se vervaardigingsinrigting nie ingevolge paragraaf (a) van hierdie subklausule geregistreer is nie, is ten opsigte van sodanige bedryfsinrigting onderworpe aan die bepalings van Hoofstuk, I van Afdeling C van hierdie Ooreenkoms.

KLOUSULE 2: WOORDOMSKRYWING

Vir die doeleindes van hierdie Hoofstuk beteken—

(1) **"skoonmaker"** (graad 1-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte uitvoer:

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

voertuie afstof;

posstukke frankeer, briewe in koeverte plaas;

posstukke en ander dokumentasie afhaal en aflewer;

tee of soortgelyke drankte berei en/of bedien;

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

motorvoertuie was;

(2) **"uitsnyer"** (graad 3-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik onder toesig van 'n snyer bekledings- en stoffeermateriaal reglê, identifikasie-merke en patrone of sodanige materiale afteken, die buitelyne van artikels van patrone af met kryt afmerk en inmerk en met die hand of 'n masjien een of meer lae materiaal sny volgens die buitelyne wat aldus met kryt af- of ingemerk is;

(3) **"snyer"** (graad 4-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik patrone of patroonplate maak;

(4) **"algemene werker"** (graad 2-werknemer)—

(a) met betrekking tot alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende pligte uitvoer:

Skriftelike bestellings aanneem in ruil vir goedere wat buite die werkgewer se perseel afgelewer word;

gedrukte of reeds geadresseerde etikette op bottels, kiste, bale of ander pakkette aanbring;

kleefstof, bandsmeersel, verdoftmateriaal of korrosiewerende lae (uitgesonderd grondlae, oppervlaklae en afwerklae), stopverf, digtingsmengsels vir stofdigting en/of waterdigting aanwend;

raamklampe, G-klampe, skarnierhefboomklampe en batteryyashouklampe aanbring en verwyder;

trapfiets met hulpmotore en motorfiets met hulptrappe inmeekaarsit en/of herstel;

goedere in ooreenstemming met opdragte en/of verpakkingsstrookies bymeekaarmaak, verpak en massa-meet;

hulp op afleweringswaens verleen;

ketels bedien;

goedere dra;

buitebande sementeer;

checking and/or recording identification marks on goods;

cleaning by hand, brush, machine, pickling or degreasing;

cleaning moulds;

closing or opening bales, boxes or other packages;

collecting spares on employer's requisition;

compounding in connection with the painting of motor vehicles;

conveying on foot, by bicycle, by tricycle or by hand-propelled vehicle goods, letters or messages;

cooking of rations;

counting and recording the result;

cutting tyres;

digging and/or removing the soil for foundations, drains and trenches;

dismantling scrap motor vehicles, other than the stripping of engines;

emptying containers;

extracting battery cells for inspection;

filing and sorting of standard printed forms into alphabetical, numerical, date, colour or commodity order;

filing of body fillings, solder, welding and old paint from parts under repair and adjacent parts, solder or welding on new parts and of sheet metal which has been panel-beaten;

firing and loading ovens and furnaces and removing refuse from furnaces;

fitting and/or removing curing tubes and/or sectional bags to and from tyres and placing tyres in moulds thereafter;

fitting and/or removing registration number plates to and from vehicles;

franking mail matter;

gardening;

greasing and oiling machinery, including lathes and overhead shafting, while stationary;

holding parts, materials and/or tools and placing parts and materials into position under the supervision of an employee in a higher wage group;

issuing and/or receiving tools and/or equipment to and from tool room and maintaining a record thereof;

issuing materials previously recorded by store-keepers;

issuing goods from workshop store to workshop personnel and recording same;

loading and unloading vehicles;

making crates;

marking and/or stencilling packages and/or parts by brush or spraygun or rubber stamps;

masking;

mass-measuring and recording the results;

mixing by hand or machine materials, including concrete and mortar, but excluding colour blending and fibreglass constituents;

moving and/or stacking and/or unpacking goods;

operating goods lifts and letter copying or duplicating machines;

identifikasiemerke op goedere nagaan en/of aanteken;

met die hand, 'n borsel, 'n masjien of bytmiddel skoonmaak, of ghries verwyder;

bale, kiste of ander pakkette toemaak of oopmaak;

reserwedele volgens die werkgewer se bestelling bymekaarmaak;

mengwerk verrig in verband met die verf van motorvoertuie;

goedere, briewe of boodskappe te voet, per fiets, per driewiel of per handvoertuig vervoer;

rantsoene gaarmaak;

optel en die resultaat aanteken;

buitebande opsny;

grond vir fundamente, riole en slote uitgrawe en/of verwyder;

rommelmotorvoertuie uitmekaarhaal, maar nie die enjins stroop nie;

houers leegmaak;

selle van batterye vir inspeksie uithaal;

gedukte standaardvorme in alfabetiese, numerieke, datum-, kleur of kommoditeitsvolgorde liasseer en sorteer;

bakvulsel, soldeersel, sweiswerk en ou verf van onderdele wat herstel word en van aangrensende onderdele, soldeersel of sweiswerk aan nuwe onderdele en plaatmetaal wat vir duikklopwerk gebruik is, af- of gelyk vyl;

die vuur in oonde aansteek en stook en afval uit oonde verwyder;

vormbande en/of seksiesakke aanbring aan en/of verwyder uit buitebande en buitebande daarna in vorms plaas;

registrasienuommerplate aanbring aan en/of verwyder van voertuie;

poststukke frankeer;

tuinwerk verrig;

masjinerie, met inbegrip van draaibanke en bogrondse asaandryfstelsel, smeer en olie terwyl dit stilstaan;

onder toesig van 'n werknemer in 'n hoër loongroep onderdele, materiaal en/of gereedskap vashou en onderdele en materiaal in posisie plaas;

gereedskap en/of uitrusting uitreik aan en/of ontvang van gereedskapkamer en 'n register van sodanige gereedskap byhou;

materiaal uitreik wat vooraf deur 'n pakhuisman aangeteken is;

goedere uit die werkwinkelpakhuis aan die werkwinkelpersoneel uitreik en dit aanteken;

voertuie laai en aflaai;

kratte maak;

pakkette en/of onderdele met 'n kwas of sproeispuut of rubberstempel merk en/of sjabloneer;

maskeerwerk verrig;

massameet en die resultaat aanteken;

materiaal, met inbegrip van beton en dagha, met die hand of 'n masjien meng, maar nie kleure en veselglasbestanddele meng nie;

goedere verskuif en/of opstapel en/of uitpak;

goederehysers en briefkopieer- of afrolmasjiene bedien;

painting buildings, fences, plant and equipment for maintenance purposes only;

painting, by brush and/or gun, axles, brake drums, chassis and underside of vehicle bodies and of trailers;

painting by brush front and rear bumpers, wheels of commercial vehicles or bus chassis;

rough waterproofing paint on canvas;

rough stuff to inside of vehicle bodies;

painting pallets;

polishing by hand or machine in connection with the painting of motor vehicles;

polishing moulds;

preparing food for cooking;

pre-treating metal by chemical process in panel-beating establishments;

recording and/or checking identification marks on goods and registration numbers of vehicles;

recording on bin cards;

recording items on a pre-printed checklist to workshop;

removing clip-on body mouldings;

removing pitch from batteries;

repairing curing tubes and sectional bags;

repairing pallets;

rough cutting;

rubbing down of filling, primer and putty;

sandpapering;

sand or shot blasting;

screwing down moulds;

sealing batteries;

selecting and placing goods in bins;

smelting of shavings into ingot forms;

sorting goods and recording the result;

stirring materials;

stripping tyres;

teasing coir and horsehair;

trimming tyres;

truing spokewheels;

washing and polishing motor vehicles;

waxing moulds;

wrapping of goods;

writing of addresses copied from invoices or packing slips;

removing but not replacing—

alternators;

body badges;

body mouldings;

bonnets;

bulbs;

bumpers;

cables—excluding electrical cable levers;

doors;

door handles;

engine mud trays;

generators;

geboue, heinings, masjinerie en uitrusting slegs vir onderhoudsdoeleindes verf;

asse, remtrommels, onderstelle en die onderkant van voertuigbakke en sleepwaens met 'n kwas en/of sproei-spuut verf;

voor- en agterstampers, wiele van handelsvoertuie of busonderstelle met 'n kwas verf;

ruwe waterdigtingsverf aan seildoek aanbring;

die binnekant van motorbakke grofverf;

palette verf;

poleerwerk met die hand of 'n masjien verrig in verband met die verf van motorvoertuie;

gietvorms poleer;

voedsel voorberei wat gaargemaak moet word;

metaal vooraf deur middel van 'n chemiese proses behandel in bedryfsinrigtings wat duikklopwerk verrig;

identifikasiemerke op goedere en registrasienommers van voertuie aanteken en/of nagaan;

aantekeninge maak op kaarte vir bakke;

items op 'n vooraf gedrukte kontrolelys vir die werk-winkel aanteken;

aanknipbaklyswerk verwyder;

pik van batterye verwyder;

vormbande en seksiesakke heelmaak;

palette herstel;

ruwe kapwerk;

vulsel, grondlaag en stopverf af- of gelyk vryf;

skuurwerk verrig;

sand- of haelstraling;

gietvorms vasskroef;

batterye verseël;

goedere uitsoek en in bakke plaas;

skaafsels in gietblokvorms smelt;

goedere sorteer en die resultaat aanteken;

materiaal roer;

buitebande stroop;

klapperhaar en perdehaar pluis;

buitebande afwerk;

speekwiele in die haak bring;

motorvoertuie was en poleer;

gietvorms met was bestryk;

goedere toedraai;

adresse van fakture of verpakkingstrokies af afskryf;

verwydering maar nie die terugsit van—

alternators;

bakkentekens;

bakvormwerk;

enjinkappe;

gloeilampe;

buffers;

kabels—uitsluitende elektriese kabelhefbome;

deure;

deurhandvatsels;

enjinmodderbakke;

opwekkers;

damaged glass;
 gravel pans;
 grills;
 lamps;
 oil filters or strainers and the cleaning thereof;
 rear body lights;
 running boards;
 seats;
 self starters;
 shock absorbers, excluding struts;
 striker plates;
 sump nuts;
 valve covers;

applying protective coating to engines, components or accessories mounted within the engine compartment and to floormats, seat surfaces, luggage compartments or side-kick plates;

fitting loose seat covers when no alteration is required to them;

removing paint and preparing surfaces for repainting, excluding the application of lead filler;

mixing, by hand or machine, materials including concrete, mortar and fibre glass constituents, but excluding colour blending;

(b) subject to the provisions of clause 10 of Division A, which fixes the minimum weekly wage for driving vehicles, an employee who, in addition to performing any of the duties enumerated in paragraph (a) of this definition, may also drive vehicles;

(5) **"journeyman"** (grade 8 employee) means a person who performs journeyman's work and who—

(a) has served an apprenticeship in a designated trade in accordance with the requirements of the Manpower Training Act, 1981, or in accordance with a written contract approved by any Regional Council; or

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

(c) is in possession of a certificate issued to him in terms of the Manpower Training Act, 1981; or

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

(6) **"machine-setter"** (grade 6 employee) means an employee who adjusts and/or sets machine tools and presses or lathes used for machining brake drums, brake discs, flywheel facings or pressure plates and who, with regard to a registered manufacturing establishment can, in addition, sharpen and form grinding tools;

(7) **"operative, grade 1"** (grade 3 employee) means an employee who is mainly or exclusively engaged on any of the following duties:

Annealing and tempering where controlled ovens and tanks are used;

assembling and fitting centre bolts and clips to springs;

assembling where no fittings is required;

beskadigde glas;
 gruisbakke;
 roosters;
 lampe;
 oliefilters of oliesiwwe en die skoonmaak daarvan;
 agterste bakligte;
 treeplanke;
 sitplekke;
 selfaansitters;
 skokbrekers, uitsluitende stutte;
 slagpenplate;
 oliebakmoere en -boute;
 klepdeksels;

aanbring van beskermingslaag aan enjins, komponente of bybehore wat binne die enjinkompartement gemonteer is, en aan vloermatte;

sitplekoppervlakke, bagasieruimtes of syskopplate;

pas van los sitplekoortreksels waar geen verstelling daaraan benodig word nie;

verwydering van verf en die voorbereiding van oppervlakke vir die aanbring van verf, maar sluit nie die aanbring van loodvuysel in nie;

materiaal, met inbegrip van beton, dagha en vesel-glasbestandeel met die hand of masjien meng, maar nie kleure meng nie;

(b) behoudens klousule 10 van Afdeling A wat die minimum weekloon vir die dryf van voertuie vasstel, 'n werknemer wat, benewens die verrigting van een of meer van die pligte in paragraaf (a) van hierdie omskrywing opgenoem, ook voertuie kan dryf;

(5) **"vakman"** (graad 8-werknemer) 'n persoon wat vakmanswerk verrig en wat—

(a) 'n leertyd as vakleerling in 'n aangewese ambag uitgedien het ooreenkomstig die vereistes van die Wet op Mannekragopleiding, 1981, of ooreenkomstig 'n skriftelike kontrak wat deur die Streekraad goedgekeur is; of

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

(c) in besit van 'n sertifikaat wat ooreenkomstig die Wet op Mannekragopleiding, 1981, aan hom uitgereik is; of

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

(6) **"masjiensteller"** (graad 6-werknemer) 'n werknemer wat masjiengereedskap en perse of draaibanke wat vir die masjinerie van remtrommels, remskywe, vliegwiellakke of drukplate gebruik word, regstel en/of stel en wat, met betrekking tot 'n geregistreerde vervaardigingsinrigting, ook slypgereedskap kan skerpmaak en fatsoeneer;

(7) **"werkman graad 1"** (graad 3-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik enigeen van die volgende werksaamhede verrig:

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

senterboute en klemme aan vere inmeekaarsit en vasheg;

monteerwerk verrig waar geen passing vereis word nie;

baking armatures and field coils in oven;
 baring wires and dipping in solder;
 bending and/or forming by hand operation in special-purpose jigs or formers;
 bonding brake shoes and clutch plates;
 checking parts with go-no-go gauges and/or testing devices and/or plug gauges;
 cutting and/or punching of materials by hand or machine to stops or to jigs or to patterns or to templets or to markings or to lengths;
 dipping in varnish, enamels or paints;
 dispensing wire from bulk supplies onto small coils for sale;
 drilling holes or drilling with special-purpose drilling jigs, excluding setting or marking;
 dressing or grinding by hand or power tool: Provided that in all cases of precision dressing the machines concerned shall be preset by a journeyman or apprentice or machine setter;
 feeding of asbestos teasing machine;
 feeding and/or loading and/or starting and/or unloading and/or operating automatic machines;
 fitting of seatcovers in manufacture of seats;
 fitting of hessian strips to spring seat assemblies;
 filing of metals, other than precision work;
 fly and/or treadle and/or manual and/or power pressing and/or notching where the work is done with pre-set jigs or dies, excluding the setting of jigs or dies;
 forming of insulation and fitting thereof to armatures and field coils;
 heating and blackening moulds for battery jumpers;
 heating lead;
 inspecting visually;
 marking off from patterns or templets by hand;
 operating special-purpose splitting machines;
 operating centreless grinders;
 packing component parts into sets under supervision of an operative supervisor;
 preparation for buffing;
 pressing of asbestos dough (hot or cold);
 pre-treatment of materials by chemical process;
 proof-testing bonded brake shoes and clutch plates;
 rough grinding where the machine or work is held by hand;
 screwing by hand with the die heads and/or taps and/or screwing machines;
 spot and/or tack welding;
 straightening and/or flattening of metal strips;
 striking metal, including rivet striking; rivet heating; riveting;
 stringing and/or threading inner coils and/or spring mats;
 stripping parts and components by hand or machines normally used by this class of operative;

ankers en veldspoele in 'n oond bak;
 drade afstroop en in soldeersel indompel;
 buig en/of fatsoeneerwerk met die hand verrig in een-doelsetmate of -vormers;
 remskoene en koppelaarplate bind;
 onderdele met kan-kanniemate en/of toetstoestelle en/of propmate nagaan;
 materiaal met die hand of 'n masjiën sny en/of pons volgens stuiters, setmate, patrone, patroonplate, merke of lengtes;
 in vernis, emalje of verf indompel;
 draad van grootmaatvoorrade af op klein rolle draai om verkoop te word;
 gate boor of boorwerk met eendoelboorsetmate verrig, uitgesonderd stel- of merkwark;
 met die hand of kraggereedskap afwerk of skuur: Met dien verstande dat in alle gevalle van presisiëwerk die betrokke masjiëne vooraf deur 'n vakman of vakleerling of masjiënsteller gestel moet word;
 asbespluismasjiëne voer;
 outomatiese masjiëne voer en/of laai en/of aansit en/of ontlai en/of bedien;
 sitplekkoortreksels by die vervaardiging van sitplekke aanbring;
 goiingstroke aan veersitpleksamestelle aanbring;
 metale vyl, uitgesonderd presisiëwerk;
 skroef- en/of trap- en/of hand- en/of kragperswerk en/of keepwerk verrig wanneer dit gedoen word met vooraf gestelde setmate of stempels, maar nie setmate of stempels stel nie;
 isolasie materiaal vorm en dit aan ankers en veldspoele aanbring;
 gietvorms vir batteryverbinders verhit en swart maak;
 lood verhit;
 visuele inspeksies uitvoer;
 afmerkwark volgens patrone of patroonplate met die hand verrig;
 eendoelsplitsmasjiëne bedien;
 senterlose slypers bedien;
 onderdele onder toesig van 'n werkman-toesighouer in stalle verpak;
 voorbereiding vir poleerwerk;
 asbesdeeg (warm of koud) pers;
 voorbehandeling van materiaal deur middel van chemiese prosesse;
 gebinde remskoene en koppelaarplate proeftoets;
 ruwe skuurwerk verrig waar die masjiën of werk met die hand vasgehou word;
 buitedraadinsnyding met die hand deur middel van stempelkoppe en/of tappe en/of skroefsnymasjiëne verrig;
 puntsweis en/of punthegeveising;
 metaalstroke reguit en/of plat maak;
 metaal, met inbegrip van kliknaels, slaan of klink; klinknaels verhit; klinkwerk verrig;
 binnekronkelvere en/of veermatte deursnoer en/of deurryg;
 onderdele en komponente stroop met die hand of met masjiëne wat gewoonlik deur hierdie klas werkman gebruik word;

stripping of dismantled springs;

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

taping coils;

testing fuel tanks and radiator units;

threading gills to tubes;

threading of bolts;

turning eyes on spring main blades to jigs;

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

wiring up articles for electroplating;

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

(8) **"operative, grade 2"** (grade 4 employee) means an employee mainly or exclusively engaged on—

soldering, tinning, sweating, continuous wire welding, welding of a repetitive nature, spot and/or tack and/or butt welding, including the removal and replacement of welding trips and the cleaning of welding tips with abrasive materials or by hand filing;

sharpening but not re-shaping welding tips;

placing welding tips in position;

metal spinning with formers;

operating but not setting machines designed or permanently adapted for a single-tool operation where manual operations are limited to loading, starting, stopping and unloading;

placing of winding coils into armature slots and closing slots with wedges;

undercutting of commutators;

shaping of coils;

forming of wire into coils by hand or machine;

connecting previously tested and marked leads to commutators;

buffing of metals;

attending to electroplating bath, stripping and/or pickling tank;

making filler necks for tanks by means of jigs;

pressing core section into frames by means of clamps;

cutting fibreglass parts to patterns or templets;

making parts from pre-mixed plastic materials and fibreglass in preformed moulds;

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

(9) **"operative, grade 3"** (grade 4 employee) means an employee mainly or exclusively engaged in the repetitive operation of or attending to, but not setting, semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatic operating stops and/or marks, including capstan and turret type lathes where all operations are limited by fixed stops, and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

gedemonteerde vere stroop;

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

spoel met band toedraai;

brandstoftens en verkoelereenhede toets;

koelvinne aan buise sny;

skroefdraad in bout sny;

oë aan hoofveerblaai volgens setmate uitdraai;

draad met die hand of 'n masjien van grootmaatvoorrade af op spoel, tolle, rolle, ens. uitgesonderd veldspoel, draai;

artikels vir elektroplatering bedraad;

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

(8) **"werkman graad 2"** (graad 4-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik die volgende verrig:

Soldeer, vertin, aansweet, deurloopdraadswiswerk, sweis van 'n herhalingsaard, punt- en/of heg- en/of stukswiswerk, met inbegrip van die verwydering en vervanging van sweispunte en die skoonmaak van sweispunte met skuurmateriaal of handvyle;

sweispunte skerpmaak maar nie herfatsoeneer nie;

sweispunte in posisie plaas;

metaalspinwerk met fatsoeneerders;

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

spoel in ankerpleuwe plaas of wikkel en pleuwe met wie sluit;

kommutators insny;

spoel fatsoeneer;

draad met die hand of 'n masjien in spoel fatsoeneer;

vooraf getoetste en gemerkte leidings aan kommutators verbind;

metale poets;

'n elektroplateerblad, afstroop- en/of skoonbyttentk versorg;

vulnekke vir tens met behulp van setmate maak;

kernseksies deur middel van klemme in rame pers;

veselglasonderdele volgens patrone of patroonplate sny;

onderdele uit vooraf gemengde plastiek materiaal en veselglas in vooraf gevormde gietvorms maak;

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

(9) **"werkman graad 3"** (graad 4-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik die volgende werksaamhede verrig: Die herhalingsbediening of -versorging, uitgesonderd die stel van halfoutomatiese masjiene waar die werksiklus kraggedrewe is en die eindpunte deur outomatiese stuiters en/of merke beheer word, met inbegrip van kapstaander- en rewolwertipe draaibanke waar alle werksaamhede deur vaste stuiters beperk word; en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(10) **"operative, grade 4"** (grade 5 employee) means an employee mainly or exclusively engaged on—

welding with electric welding equipment and/or cutting with profile cutting machine, and setting and regulating of the heating and cutting gas mixtures of the welding or cutting equipment at the torch;

welding and/or brazing to jigs and/or to parts so formed and/or located as to obviate the need for a jig: Provided that any free-hand arc or gas welding performed by this operative, grade 4, must be restricted to welds which are—

(a) down-hand;

(b) of components of which the completed mass does not exceed 15,0 kg;

(c) in runs of not less than 50 identical items in the same place, with each item taking not more than 10 minutes floor to floor time; and

(d) not in excess of 40,0 cm total length of one welding seam;

(Note: This employee may use tapes, rules and squares in the course of his duties and may, provided he is paid the prescribed setting bonus, set and adjust any machines he operates.);

(11) **"operative, grade 5"** (grade 5 employee) means an employee mainly or exclusively engaged on—

mixing fibreglass solutions and/or resins, and/or mixing in relation to solutions and/or resins;

determining quantities from formula charts provided for the purpose; and also

measuring these quantities by means of graduated vessels;

(12) **"operative supervisor"** (grade 5 employee) means an employee mainly or exclusively engaged in supervising the work of any operative classes of workers and general workers;

(13) **"pattern cutter maker"** (grade 4 employee) means an employee mainly or exclusively engaged in the bending of a cutting blade to a pattern or templet and inserting it into a supporting base or back;

(14) **"quality controller"** (grade 5 employee) means an employee who is mainly or exclusively engaged in checking by means of a tape, rule, or instrument other than a micrometer, any manufactured or semi-manufactured components to ensure that they fall within indicated size limits, and whose action consequent upon such checking, is limited to reporting to a superior: Provided that a quality controller who is paid the prescribed micrometer bonus may use a micrometer in the course of his duties;

(15) **"seaming machinist"** (grade 5 employee) means an employee mainly or exclusively engaged in sewing by hand or machine;

(16) **"senior quality controller"** (grade 6 employee) means an employee employed in a registered manufacturing establishment responsible for the quality acceptance of products during or after the assembly or manufacturing process and who may read detailed drawings and use sophisticated precision measuring instruments in the course of his duties;

(17) **"supervisor, grade 3"** (grade 4 employee) means an employee employed in a registered manufacturing establishment who supervises the activities of operative, grade 2 employees;

(10) **"werkmán graad 4"** (graad 5-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik—

sweiswerk doen met elektriese sweisuitrusting en/of snywerk met 'n profielsnymasjiën, en die verhitings- en snygasmengsels van die sweis- of snyuitrusting aan die vlamsvler stel en reguleer;

sweis en/of sweissoldeer volgens setmate en/of aan onderdele wat so gevorm en/of geplaas is dat 'n setmaat nie nodig is nie: Met dien verstande dat alle vryhandse boog- of gassweiswerk wat deur hierdie werkmán graad 4 verrig word, beperk moet wees tot sweislasse—

(a) wat na onder gedoen word;

(b) aan komponente waarvan die voltooië massa hoogstens 15,0 kg is;

(c) in reekse van minstens 50 identiese items in dieselfde plek, waar elke item hoogstens 10 minute van vloer tot vloer neem; en

(d) wat altesaam hoogstens 40,0-cm lank in een sweismaat is;

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

(11) **"werkmán graad 5"** (graad 5-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik betrokke is by—

veselglasoplossings en/of harse meng, en/of mengwerk doen met betrekking tot oplossings en/of harse;

hoeveelhede vasstel volgens formulekaarte wat vir daardie doel verskaf word; asook

hierdie hoeveelhede meet deur middel van houers met graadverdeling;

(12) **"werkmán-toesighouer"** (graad 5-werknemer) 'n werkmán wat hoofsaaklik of uitsluitlik toesig hou oor die werk van werkers in werkmánklasse en algemene werkers;

(13) **"patroonsnyermaker"** (graad 4-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik snylemme volgens 'n patroon of patroonplaat buig en dit in 'n steunvlak of -rug invoeg;

(14) **"gehaltekontroleur"** (graad 5-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik vervaardigde of halfvervaardigde komponente kontroleer deur middel van 'n meetband, meetstok of instrument, uitgesonderd 'n mikrometer, ten einde te verseker dat hulle binne die aangewese grense val en wie se handeling na sodanige kontroliering beperk is om verslag te doen aan 'n meerdere: Met dien verstande dat 'n gehaltekontroleur 'n mikrometer in die loop van sy pligte kan gebruik indien die voorgeskrewe mikrometerbonus aan hom betaal word;

(15) **"masjiënstikker"** (graad 5-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik met die hand of 'n masjiën stik;

(16) **"senior gehaltekontroleur"** (graad 6-werknemer) 'n werknemer wat in 'n geregistreerde vervaardigingsbedryfsinrigting in diens is wat verantwoordelik is vir die gehalte aanvaarding van produkte tydens die montering of vervaardigingsproses en wat in die loop van sy pligte gedetailleerde tekeninge mag lees en gesofistikeerde fyngereedskap mag gebruik;

(17) **"toesighouer graad 3"** (graad 4-werknemer) 'n werknemer wat in 'n geregistreerde vervaardigingsbedryfsinrigting in diens is wat toesig hou oor die werksaamhede van werkmán graad 2-werknemers;

(18) "supervisor, grade 4" (grade 5 employee) means an employee employed in a registered manufacturing establishment who supervises the activities of operative, grade 3 employees;

(19) "supervisor, grade 5" (grade 6 employee) means an employee employed in a registered manufacturing establishment who supervises the activities of operative, grade 4 employees.

CLAUSE 3: EMPLOYEES

Subject to the unrestricted right of an establishment registered under this Chapter to employee office, stores, sales and clerical employees, and to employ apprentices and trainees in terms of clause 1 (2) of Division A of this Agreement, the classes of employees in such establishment shall be limited to those listed in the Schedule to clause 4 of this Chapter.

CLAUSE 4: WAGES

(1) *Minimum wage*: Subject to the provisions of subclauses (2) and (3) of this clause, the minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out in Parts A and B of the Schedule hereunder.

(2) *Bonus*: All employees for whom wages are prescribed in Part B to the Schedule hereunder shall be permitted to use measuring instruments and/or gauges, and the minimum weekly prescribed wage shall be increased if the employee at any time in the course of his duties uses—

(a) a vernier gauge and/or micrometer, in which event the prescribed wage shall be increased by R13,80 per week; or

(b) a tape and/or rule and/or square and/or sets and adjusts the machine he operates, in which event the prescribed wage shall be increased by R9,20 per week.

(3) *Experience*: "Experience", for the purposes of this clause, means the total period or periods of employment which an employee has had either with his present or any other employer in the particular occupation in which he is employed.

SCHEDULE

PART A: MISCELLANEOUS

Class of employee	Wages per week (All areas)
	R
Grade 1	144,00 (R3,20 per hour)
Grade 2	217,80 (R4,84 per hour)
Grade 8	555,30 (R12,34 per hour)

PART B: OPERATIVES WHO MAY QUALIFY FOR SETTING BONUS

Class of employee	Wages per week (All areas)
	R
Grade 3	247,50 (R5,50 per hour)
Grade 4	270,90 (R6,02 per hour)
Grade 5	306,45 (R6,81 per hour)
Grade 6	374,85 (R8,33 per hour)

CLAUSE 5: HOURS OF WORK

(1) The ordinary hours of work of an employee shall not exceed 45, excluding meal intervals, in any one week and nine and a quarter, excluding meal intervals, on any one day.

(18) "toesighouer graad 4" (graad 5-werknemer) 'n werknemer wat in 'n geregistreerde vervaardigingsbedryfsinrigting in diens is wat toesig hou oor die werksaamhede van werkman graad 3-werknemers;

(19) "toesighouer graad 5" (graad 6-werknemer) 'n werknemer wat in 'n geregistreerde vervaardigingsbedryfsinrigting in diens is wat toesig hou oor die werksaamhede van werkman graad 4-werknemers;

KLOUSULE 3: WERKNEMERS

Behoudens die onbeperkte reg van 'n bedryfsinrigting wat ingevolge hierdie Hoofstuk geregistreer is, om kantoor-, pakhuis- en verkoopswerknemers en klerke in diens te neem en om vakleerlinge en kwekelinge ingevolge klausule 1 (2) van Afdeling A van hierdie Ooreenkoms in diens te neem, is die klasse werknemers in so 'n bedryfsinrigting beperk tot dié wat in die Bylae van klausule 4 van hierdie Hoofstuk gemeld word.

KLOUSULE 4: LONE

(1) *Minimum lone*: Behoudens subklausules (2) en (3) van hierdie klausule is die minimum loon wat 'n werkgewer aan elke lid van ongerenoemde klasse van sy werknemers moet betaal dié wat in Dele A en B van die Bylae hieronder gemeld word.

(2) *Bonus*: Alle werknemers vir wie lone in Deel B van die Bylae hieronder voorgeskryf word, moet toegelaat word om meetinstrumente en/of meters te gebruik, en die minimum voorgeskrewe weekloon moet verhoog word indien die werknemer te eniger tyd in die loop van sy pligte die volgende gebruik:

(a) 'n Noniusmeter en/of mikrometer, en in dié geval moet die voorgeskrewe loon met R13,80 per week verhoog word; of

(b) 'n meetband en/of liniaal en/of winkelhaak en/of die masjien wat hy bedien, stel en regstel, en in dié geval moet die voorgeskrewe loon met R9,20 per week verhoog word.

(3) *Ondervinding*: Vir die toepassing van hierdie klausule beteken "ondervinding" die totale tydperk of tydperke diens van 'n werknemer by of sy huidige of 'n ander werkgewer in die bepaalde beroep waarin hy werksaam is.

BYLAE

DEEL A: DIVERSE

Klas werknemer	Loon per week (Alle gebiede)
	R
Graad 1	144,00 (R3,20 per uur)
Graad 2	217,80 (R4,84 per uur)
Graad 8	555,30 (R12,34 per uur)

DEEL B: WERKMANNEN WAT VIR 'N STELBONUS IN AANMERKING KOM

Klas werknemer	Loon per week (Alle gebiede)
	R
Graad 3	247,50 (R5,50 per uur)
Graad 4	270,90 (R6,02 per uur)
Graad 5	306,45 (R6,81 per uur)
Graad 6	374,85 (R8,33 per uur)

KLOUSULE 5: WERKURE

(1) Die gewone werkure van 'n werknemer is hoogstens 45, uitgesonderd etenspouses, in 'n bepaalde week en nege en 'n kwart, uitgesonderd etenspouses, op 'n bepaalde dag.

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

(a) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that, for the purposes of this paragraph, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(b) subject to the provisions of clause 9 of this Chapter, to work his ordinary weekly hours on any days other than Mondays, Tuesdays, Wednesdays, Thursdays, Fridays or Saturdays:

Provided that an employer may agree with those of his employees who normally work on only 6 days each week that the uninterrupted interval referred to in paragraph (a) of this subclause should be reduced to not less than 30 minutes, but before a reduced interval may be put into operation the employer must enter the details of the agreement to the reduced interval, including the terms thereof and the employee's consent thereto, in a proper record kept for that purpose and approved by the Regional Council concerned.

(3) It shall be permissible for an employer to arrange different starting and finishing times on any day in respect of different workshop employees: Provided that the period between such starting or finishing times on any one day shall not in the aggregate exceed intervals of more than 45 minutes in any one establishment.

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

(5) Subject to the provisions of clause 5 (10) (a) of the Administrative Agreement and clause 8 of this Chapter, whenever any employee, other than a journeyman or a machine setter, works for less than 45 hours in any week owing to—

(a) the normal working hours of the establishment being less than 45;

(b) the employer being unable to regulate the shifts of such employee for 45 hours;

such employee's week shall be deemed to be 45 hours.

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

CLAUSE 6: OVERTIME

(1) For the purposes of this clause, "overtime" means all time worked, other than on Sundays, in excess of the number of ordinary hours of work prescribed in clause 5 (1) of this Chapter.

(2) (a) Notwithstanding the provisions of clause 5 (1) of this Chapter, an employer may require or permit an employee to work overtime for a total period not exceeding 10 hours in any one week.

(b) An additional 10 hours' overtime may be worked subject to the following conditions:

(i) The Regional Secretary of the Regional Council concerned shall consult with the employers' Organisation and trade union representing the employees concerned, and if approved, issue a suitable licence of exemption authorising the additional overtime;

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

(a) meer as vyf uur aaneen sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat vir die toepassing van hierdie paragraaf werkydperke wat deur pouses van minder as een uur onderbreek word, geag word aaneenlopende te wees;

(b) behoudens klousule 9 van hierdie Hoofstuk, sy gewone weeklikse ure op ander dae as Maandae, Dinsdae, Woensdae, Donderdae, Vrydae of Saterdag te werk nie:

Met dien verstande dat 'n werkgewer met sy werknemers wat gewoonlik slegs ses dae per week werk, ooreen kan kom dat die ononderbroke pouse in paragraaf (a) van hierdie subklousule bedoel tot minstens 30 minute ingekort word, maar voordat 'n ingekorte pouse in werking gestel word, moet die werkgewer die besonderhede van die toestemming tot die ingekorte pouse, met inbegrip van die bepalinge daarvan en die werknemer se toestemming daartoe, in 'n behoorlike register inskryf wat vir dié doel gehou word en deur die betrokke Streekraad goedgekeur is.

(3) Dit is toelaatbaar vir 'n werkgewer om verskillende aanvangs- en uitskeitye vir verskillende werkwinkelwerknemers op 'n bepaalde dag te reël: Met dien verstande dat die tydperk tussen sodanige aanvangs- of uitskeitye op 'n bepaalde dag pouses van altesaam hoogstens 45 minute in 'n bepaalde bedryfsinrigting mag wees.

(4) Alle werknemers is geregtig op en moet 'n ruspouse van 10 minute toegestaan word so na doenlik aan die middel van elke werkydperk in die oggend en in die namiddag, en sodanige pouse moet, vir die berekening van besoldiging, geag word deel van die gewone werkure te wees.

(5) Behoudens die bepalinge van klousule 5 (10) (a) van die Administratiewe Ooreenkoms en klousule 8 van hierdie Hoofstuk moet die week van 'n werknemer, uitgesonderd 'n vakman of 'n masjiensteller, geag word 45 uur te wees wanneer sodanige werknemer minder as 45 uur in 'n week gewerk het omdat—

(a) die gewone werkure van die bedryfsinrigting minder as 45 is;

(b) die werkgewer nie die skofte van sodanige werknemer so kan reël dat dit op 45 uur te staan kom nie.

(6) 'n Werknemer wat deur die polisie gearresteer of aangehou word vir 'n oortreding of 'n vermoedelike oortreding, moet vir die tydperk wat hy in arrest is of aldus aangehou word en dus nie in staat is om sy werk voort te sit nie, vir die toepassing van hierdie klousule geag word sonder toestemming van sy werk afwesig te gewees het.

KLOUSULE 6: OORTYDWERK

(1) Vir die toepassing van hierdie klousule beteken "oortydwerk" alle tyd wat daar, uitgesonderd op Sondae, langer gewerk word as die getal gewone werkure wat in klousule 5 (1) van hierdie Hoofstuk voorgeskryf word.

(2) (a) Ondanks klousule 5 (1) van hierdie Hoofstuk kan 'n werkgewer van 'n werknemer vereis of hom toelaat om oortydwerk te verrig vir 'n totale tydperk van hoogstens 10 uur in 'n bepaalde week.

(b) 'n Addisionele 10 uur oortyd mag gewerk word behoudens die volgende voorwaardes:

(i) Die Streeksekretaris van die betrokke Streekraad moet met die werkgewersvereniging en vakbond wat die betrokke werknemer verteenwoordig, oorleg pleeg, en indien goedgekeur, 'n geskikte vrystellingsertifikaat uitreik wat die addisionele oortyd magtig;

(ii) all overtime prescribed in subclause (2) (a) and (b) of this clause shall be limited to 60 hours in any period of four continuous weeks;

(iii) licences of exemption issued shall be submitted to the Regional Council concerned for ratification at the next ensuing meeting of the Regional Council;

(iv) whenever an employee is requested to work overtime in excess of 10 hours, his employer shall give notice of not less than 48 hours of the intention to work such overtime to the employee concerned.

(3) The minimum rates at which employees shall be remunerated for overtime are as follows:

(a) In the case of a journeyman: One and a half times his ordinary rate of remuneration;

(b) in the case of an employee other than a journeyman: One and a third time his ordinary rate of remuneration:

Provided that an employee shall not qualify for overtime in respect of any week during which he has worked less than 45 hours, this figure being subject to *pro rata* reduction in respect of the following which occur during a particular week:

(i) Statutory public holidays referred to in clause 17 of Division A of this Agreement;

(ii) absence with the permission or condonation of the employer: Provided that an employee who is aggrieved by the employer's non-condonation of his absence may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case (in the event of the employee not being satisfied with the Regional Council's decision he may appeal thereagainst to the National Council, whose decision shall be final);

(iii) the beginning of a new contract of employment.

(4) The provisions of clause 5 (1), (2), (3) and (4) of this Chapter and subclause (2) of this clause shall not apply to any employee while employed on work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay or on any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours.

CLAUSE 7: SUNDAY WORK

(1) Subject to the provisions of clause 9 (3) of this Chapter, whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee—

(i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday; or

(ii) if he so works for a period exceeding four hours, remuneration at a rate of not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater; or

(b) pay the employee remuneration at a rate of not less than one and a third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's leave and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(ii) alle oortyd voorgeskryf by subklousule (2) (a) en (b) van hierdie klousule is beperk tot 60 uur in enige tydperk van vier aaneenlopende weke;

(iii) vrystellingsertifikate wat uitgereik is, moet aan die volgende vergadering van die Streekraad vir bekragting voorgelê word;

(iv) telkens wanneer 'n werknemer gevra word om oortyd van meer as 10 uur te werk, moet sy werkgever minstens 48 uur kennis aan sodanige werknemer gee van die voorneme om sulke oortyd te werk.

(3) Die minimum oortydbesoldiging wat werknemers moet ontvang, is soos volg:

(a) In die geval van 'n vakman: Een en 'n half maal sy gewone besoldiging;

(b) in die geval van 'n werknemer, uitgesonderd 'n vakman: Een en 'n derde maal sy gewone besoldiging:

Met dien verstande dat 'n werknemer nie vir oortyd kwalifiseer nie ten opsigte van 'n week waarin hy minder as 45 uur gewerk het en dat hierdie syfer onderworpe is aan 'n *pro rata*-vermindering indien van die volgende gedurende 'n bepaalde week voorkom:

(i) Statutêre openbare vakansiedae in klousule 17 van Afdeling A van hierdie Ooreenkoms bedoel;

(ii) afwesigheid met die toestemming of kondonering van die werkgever: Met dien verstande dat 'n werknemer wat reken dat hy veronreg word omdat sy werkgever nie sy afwesigheid wil kondoneer nie, by 'n Streekraad appél kan aanteken teen die werkgever se beslissing wat op hom van toepassing gemaak is, en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het (as die werknemer nie met die Streekraad se beslissing tevrede is nie, kan hy daarteen appél aanteken by die Nasionale Raad wie se beslissing finaal is);

(iii) die begin van 'n nuwe dienskontrak.

(4) Klousule 5 (1), (2), (3) en (4) van hierdie Hoofstuk en subklousule (2) van hierdie klousule is nie op 'n werknemer van toepassing nie terwyl hy werk verrig wat, weens onvoorziene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of 'n onklaarraking van die installasie of masjinerie, sonder versuim gedoen moet word, of werk in verband met die opknapping of herstel van die installasie of masjinerie wat nie gedurende die gewone werkure gedoen kan word nie.

KLOUSULE 7: SONDAGWERK

(1) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever behoudens klousule 9 (3) van hierdie Hoofstuk, óf—

(a) die werknemer—

(i) as hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die gewone besoldiging betaal wat betaalbaar is vir die tydperk gewoonlik deur hom op 'n weekdag gewerk; óf

(ii) as hy aldus vir 'n tydperk van meer as vier uur werk, minstens twee maal sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk, of minstens twee maal die gewone besoldiging wat betaalbaar is vir die tydperk gewoonlik deur hom op 'n weekdag gewerk, naamlik die grootste bedrag; óf

(b) die werknemer minstens een en 'n derde maal sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae na sodanige Sondag een dag verlof toestaan en hom daarvoor minstens sy gewone besoldiging betaal asof hy op sodanige Sondag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

CLAUSE 8: SHORT TIME

(1) Subject to the provisions of subclause (2), an employer may reduce the ordinary hours of work of an employee on account of short time and in that event make a deduction from the employee's earnings proportionate to the period not worked: Provided that—

(a) no deduction shall be made in the case of short time arising out of slackness of trade or shortage of material, unless the employer has given his employee notice not later than the immediately preceding day of his intention to reduce the ordinary hours of work;

(b) no deduction shall be made in the case of short time owing to a power failure or a general breakdown of plant or machinery, in respect of the first hour not worked, unless the employer has given his employee notice not later than on the immediately preceding day that no work will be available;

(c) where the employee is expressly required by the employer to report at the establishment on any particular day for the purpose of ascertaining whether work will be available, he shall, if no work or work of less than four hour's duration is available, be deemed to have worked not less than four hours on such day.

(2) The provisions of this clause shall not apply in respect of—

(a) an apprentice, except with the approval of the Registrar of Manpower Training;

(b) any statutory public holiday.

(3) In the event of any employee being placed on shorttime in excess of four weeks, the employer concerned shall provide the Regional Council with jurisdiction over the establishment with the following information in writing:

(a) The names of all employees placed on short time;

(b) the reasons for extending short time beyond four weeks;

(c) the date upon which short time commenced; and

(d) the estimated duration of short time.

(4) In the event of shorttime exceeding eight weeks the Regional Secretary shall report the matter to the Regional Council concerned.

CLAUSE 9: SHIFT WORK

The following provisions shall apply to shift work:

(1) No normal shift shall exceed nine and a quarter hours;

(2) not less than eight hours shall elapse between successive shifts of an employee;

(3) (a) where an employee is employed between 18:00 and 06:00, his employer shall pay him his ordinary rate of remuneration, plus 10 per cent for each hour or part of an hour worked between these times;

(b) where an employee's ordinary shift or part of it is worked on a Sunday, the employee concerned shall be remunerated for such shift as follows:

(i) If the major portion of such shift is worked on a Sunday, the entire shift shall be deemed to have been worked on a Sunday and the employee shall be paid for it in terms of clause 7 of this Chapter;

(ii) if the lesser portion of such shift is worked on a Sunday, the entire shift shall be deemed to have been worked on a week-day, and the employee shall, subject to paragraph (a) preceding, be remunerated in terms of such shift at his ordinary rate of remuneration;

KLOUSULE 8: KORTTYD

(1) Behoudens subklousule (2) kan 'n werkgewer die gewone werkure van 'n werknemer weens korttyd verminder, en in daardie geval kan hy 'n bedrag van die werknemer se verdienste aftrek wat eweredig is aan die tydperk wat daar nie gewerk is nie: Met dien verstande dat—

(a) geen bedrag in die geval van korttyd wat ontstaan weens 'n bedryfslapte of tekort aan materiaal afgetrek mag word nie, tensy die werkgewer sy werknemer voor of op die dag wat onmiddellik voorafgegaan het, in kennis gestel het van sy voorneme om die gewone werkure te verminder;

(b) geen bedrag in die geval van korttyd weens 'n kragonderbreking of 'n algemene onklaarraking van die installasie of masjinerie vir die eerste uur wat daar nie gewerk word nie afgetrek mag word nie, tensy die werkgewer sy werknemer voor of op die dag wat onmiddellik voorafgegaan het, in kennis gestel het dat geen werk beskikbaar sal wees nie;

(c) indien die werkgewer uitdruklik van die werknemer vereis om hom op 'n bepaalde dag by die bedryfsinrigting aan te meld om vas te stel of werk beskikbaar sal wees, hy geag moet word minstens vier uur op sodanige dag te gewerk het as daar geen werk beskikbaar is nie of as daar werk vir minder as vier uur beskikbaar is.

(2) Hierdie klousule is nie van toepassing nie op—

(a) 'n vakleerling, behalwe met die toestemming van die Registrateur van Mannekragopleiding;

(b) 'n statutêre openbare vakansiedag.

(3) In die geval van 'n werknemer wat vir meer as vier weke op korttyd geplaas word moet die betrokke werkgewer aan die Streekraad wat jurisdiksie het oor sy onderneming die volgende inligting skriftelik verskaf:

(a) Die name van alle werknemers wat op korttyd geplaas word;

(b) die redes vir die verlengde korttyd van meer as vier weke;

(c) die datum waarop korttyd begin het; en

(d) die beoogde tydperk van die korttyd.

(4) Ingeval die korttyd agt weke oorskry, moet die Streeksekreteraris die saak aan die betrokke Streekraad rapporteer.

KLOUSULE 9: SKOFWERK

Onderstaande bepalings is van toepassing op skofwerk:

(1) Geen gewone skof mag langer as nege en 'n kwart uur duur nie;

(2) minstens agt uur moet verloop tussen die agtereenvolgende skofte van 'n werknemer;

(3) (a) waar 'n werknemer tussen 18:00 en 06:00 werksaam is, moet sy werkgewer hom sy gewone besoldiging betaal, plus 10 persent vir elke uur of gedeelte van 'n uur tussen hierdie tye gewerk;

(b) wanneer 'n werknemer sy gewone skof of gedeelte daarvan op Sondag werk, moet die betrokke werknemer vir sodanige skof soos volg besoldig word:

(i) As die grootste gedeelte van sodanige skof op 'n Sondag gewerk word, moet die hele skof geag word op 'n Sondag gewerk te gewees het en moet die werknemer daarvoor kragtens klousule 7 van hierdie Hoofstuk besoldig word;

(ii) as die kleinste gedeelte van die skof op 'n Sondag gewerk word, moet die hele skof geag word op 'n weekdag gewerk te gewees het en moet die werknemer, behoudens voorgaande paragraaf (a), vir sodanige skof teen sy gewone loon besoldig word;

(4) time worked by employees after the completion of their normal shift shall, subject to the proviso to clause 6 (3) of this Chapter, be regarded as overtime and be paid for in accordance with the rates prescribed in the said clause.

CLAUSE 10: ANNUAL LEAVE AND ACCRUED LEAVE PAY

(1) For the purposes of this clause—

(a) "leave cycle" means the period during which an employee earns three weeks' leave in terms of subclause (2) of this clause;

(b) the terms "employment" and "shift" are deemed to include—

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

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

(ab) short-time was worked; or

(ac) such shorter shifts were worked with the permission of the employer;

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

(aa) absent on paid leave in terms of this Agreement;

(ab) doing military service in terms of the Defence Act, 1957 (Act 44 of 1957), to the extent of a maximum period of four months per year;

(ac) absent from work on the instructions or at the request of his employers;

(ad) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any leave cycle;

(ae) absent from work on any of the public holidays referred to in clause 17 of Division A of this Agreement:

Provided that an employee who, after the expiration of his annual leave, terminates his employment by deserting shall have no claim in respect of subparagraph (ii) (aa) above of this definition;

(c) "remuneration" means an employee's wages as defined in this Agreement, plus any bonus regularly paid to the employee, the amount of such bonus being deemed to be the average amount received by or accrued to an employee in respect of the period of 13 weeks immediately preceeding the date the employee goes on annual leave or terminates his employment, or if a period of less than 13 weeks has been worked, the average amount received by or accrued to an employee in respect of the number of complete weeks actually worked.

(2) (a) Subject to the provisions of subclause (2) (b) (i) of this clause, three consecutive weeks' annual leave on full pay shall be granted to apprentices, trainees undergoing training under the Manpower Training Act, 1981, and all employees for whom wages or remuneration is prescribed in this Chapter of this Agreement who have completed the periods of continuous employment, as set out in the Schedule below, with the same employer since the date of engagement or from the date on which the previous annual leave fell due, whichever is the later.

(b) Subject to the provisions of subclause (2) (b) (i) of this clause, four weeks' annual leave on full pay shall be granted to all employees who on or after 1 December 1990 have completed 10 or more periods of continuous employment with the same employer, as set out in the Schedule below, since the date of engagement, subject to the following conditions:

(i) Annual leave may be split by mutual agreement between the employer and employee, provided that no intimidation is exercised to obtain such an agreement.

(4) behoudens die voorbehoudsbepaling van klousule 6 (3) van hierdie Hoofstuk moet tyd deur die werknemers gewerk na die voltooiing van hul gewone skof geag word oortydwerk te wees en moet hulle in ooreenstemming met die skale in genoemde klousule voorgeskryf daarvoor besoldig word.

KLOUSULE 10: JAARLIKSE VERLOF EN BESOLDIGING VIR OPGELOPE VERLOF

(1) Vir die toepassing van hierdie klousule—

(a) beteken "verlofsiklus" die tydperk waarin 'n werknemer drie weke verlof ingevolge subklousule (2) van hierdie klousule verdien;

(b) word die woorde "diens" en "skof" geag die volgende in te sluit:

(i) Skofte wat korter duur as dié ingevolge hierdie Hoofstuk toegelaat omdat—

(aa) die werknemer laat by sy werkplek aangekom het, maar nie later as 'n halfuur nie; of

(ab) korttyd gewerk is; of

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

(ii) skofte wat die betrokke werknemer gewoonlik sou gewerk het maar nie gewerk het nie omdat hy—

(aa) afwesig was met verlof met besoldiging kragtens hierdie Ooreenkoms;

(ab) militêre diens kragtens die Verdedigingswet, 1957 (Wet 44 van 1957), tot 'n maksimum tydperk van vier maande per jaar moes verrig;

(ac) van sy werk afwesig was op las of op versoek van sy werkgevers;

(ad) van die werk afwesig was weens siekte of 'n ongeluk vir 'n tydperk van altesaam hoogstens 30 dae in 'n verlofsiklus;

(ae) van die werk afwesig was op enigeen van die openbare vakansiedae in klousule 17 van Afdeling A van hierdie Ooreenkoms bedoel:

Met dien verstande dat 'n werknemer wat, ná die verstryking van sy jaarlikse verlof, sy diens beëindig deur te dros, geen eis ten opsigte van subparagraaf (ii) (aa) hierbo kan instel nie;

(c) beteken "besoldiging" 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus die bonus wat gereeld aan die werknemer betaal word, en sodanige bonus word geag die gemiddelde bedrag te wees wat ontvang is deur of opgeloopt het vir 'n werknemer ten opsigte van die tydperk van 13 weke onmiddellik voor die datum waarop die werknemer met sy jaarlikse verlof vertrek of hy sy diens beëindig of, as daar 'n tydperk van minder as 13 weke gewerk is, die gemiddelde bedrag ontvang deur of afgeloopt vir 'n werknemer ten opsigte van die getal voltooide weke wat hy werklik gewerk het.

(2) (a) Behoudens die bepalings van subklousule (2) (b) (i) van hierdie klousule moet drie agtereenvolgende weke jaarlikse verlof met volle besoldiging toegestaan word aan vakleerlinge, kwekelinge wat opleiding kragtens die Wet op Mannekragopleiding, 1981, ondergaan en alle werknemers vir wie lone of besoldiging in hierdie Hoofstuk van die Ooreenkoms voorgeskryf word en wat sedert die datum van indiensneming of die datum waarop die vorige jaarlikse verlof verskuldig geword het, naamlik die jongste datum, die tydperke van aaneenlopende diens wat in die Bylae hieronder vermeld word, by dieselfde werkgever voltooi het.

(b) Behoudens die bepalings van subklousule (2) (b) (i) van hierdie klousule moet vier weke verlof met volle besoldiging toegestaan word aan alle werknemers wat op of na 1 Desember 1990, 10 of meer tydperke van aaneenlopende diens, uiteengesit in die Bylae hieronder, by dieselfde werkgever voltooi het sedert die datum van indiensneming, onderworpe aan die volgende voorwaardes:

(i) Jaarlikse verlof mag verdeel word deur wedersydse ooreenkoms tussen die werkgever en werknemer: Met dien verstande dat geen intimidasie plaasgevind het om so 'n ooreenkoms te verkry nie.

(ii) The provisions in this clause relating to accrued leave pay, shall apply *mutatis mutandis* in the case of employees who qualify for four weeks' annual leave.

(c) Weekly-paid employees: 261 shifts, excluding overtime.

(d) Monthly-paid employees: 12 months.

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

(a) the exigencies of the employer's business so require; or

(b) the employer and the employee so agree:

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

(4) Pay for annual leave shall be calculated at the rate of remuneration which the employee is receiving at the date on which he proceeds on his annual leave: Provided that this shall not be less than the rate prescribed in this Chapter for the category of employee concerned and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(5) If any of the paid public holidays referred to in clause 17 of Division A of this Agreement falls on a working day within the period of leave of an employee, the employer shall either—

(a) add one working day on full pay to the said period of leave in respect of each such paid public holiday; or

(b) pay such employee one normal day's pay in lieu of leave on the pay-day immediately following such employee's period of leave.

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

(b) Any period during which an employee is on sick leave as prescribed in clause 11 of Division A of this Agreement shall not be counted as part of such employee's annual leave.

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

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

(9) On the termination of the services of an employee who has qualified for annual leave in terms of subclause (2) of this clause but who has not been granted or has not taken his leave at the date of such termination, an amount of leave pay calculated in accordance with the provisions of subclause (10) of this clause shall be paid by his employer.

(ii) Die bepalings van hierdie klousule met betrekking tot opgelope verlof is *mutatis mutandis* van toepassing op werknemers wat vir vier weke jaarlikse verlof kwalifiseer.

(c) Weeklikse besoldigde werknemers: 261 skofte, uitgesonderd oortydwerk.

(d) Maandelikse besoldigde werknemers: 12 maande.

(3) Jaarlikse verlof kom 'n werknemer toe onmiddellik nadat hy die kwalifiserende tydperk in subklousule (2) van hierdie klousule vermeld, voltooi het, maar dit kan geneem word voordat of nadat dit verskuldig geword het indien—

(a) die omstandighede van die werkgewer se besigheid dit vereis; of

(b) die werkgewer en die werknemer aldus ooreenkom:

Met dien verstande dat jaarlikse verlof in geen omstandighede meer as twee maande voor die verskuldigde datum geneem of langer as vier maande na dié datum uitgestel mag word nie, tensy die betrokke werknemer en werkgewer vóór die verstryking van sodanige tydperk van vier maande, skriftelik daarvoor ooreengekom het, en dat dit nie langer as ses maande ná die verskuldigde datum uitgestel mag word nie.

(4) Besoldiging vir jaarlikse verlof moet bereken word teen die skaal van besoldiging wat die werknemer ontvang op die datum waarop hy met jaarlikse verlof gaan: Met dien verstande dat dit nie minder mag wees as die skaal in hierdie Hoofstuk vir die betrokke kategorie werknemer voorgeskrif nie, en dat die werkgewer dit aan hom moet betaal op die laaste werkdag voordat sy verlof begin.

(5) As enigeen van die openbare vakansiedae met besoldiging in klousule 17 van Afdeling A van hierdie Ooreenkoms bedoel op 'n werkdag binne die tydperk van verlof van 'n werknemer val, moet die werkgewer óf—

(a) een werkdag met volle besoldiging by genoemde tydperk van verlof vir elke sodanige openbare vakansiedag met besoldiging voeg; of

(b) aan die betrokke werknemer een gewone dag se besoldiging in plaas van verlof betaal op die betaaldag wat onmiddellik op sodanige werknemer se tydperk van verlof volg.

(6) (a) Jaarlikse verlof mag nie met 'n diensopseggingstermyn saamval nie en ook nie, tensy die werknemer dit skriftelik versoek, met die tydperk wat 'n werknemer militêre diens ingevolge die Verdedigingswet, 1957, verrig nie.

(b) Die tydperk waartydens 'n werknemer met siekteverlof is soos in klousule 31 van Afdeling A van hierdie Ooreenkoms voorgeskrif, tel nie as deel van sodanige werknemer se jaarlikse verlof nie.

(7) Geen werknemer mag gedurende sy verloftydperk sy gewone beroep beoefen nie, en geen werkgewer mag van 'n werknemer vereis of hom wetens toelaat om gedurende sy verloftydperk in die Nywerheid te werk nie.

(8) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrag by wyse van skuldvergelyking vir geld wat aan die werkgewer verskuldig is, van die verlofbesoldiging afgetrek word nie.

(9) By beëindiging van die dienste van 'n werknemer wat ooreenkomstig subklousule (2) van hierdie klousule op jaarlikse verlof geregtig geword het maar wat sodanige verlof ten tyde van sodanige beëindiging nie toegestaan is nie of dit nie geneem het nie, moet die werkgewer hom verlofbesoldiging betaal wat ooreenkomstig subklousule (10) van hierdie klousule bereken is.

(10) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of subclause (2) of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed span of employment from the date of beginning work with the employer or from the date on which his last leave became due, whichever is the later. For the purposes of this subclause, "span" means the number of shifts normally worked by the employee in a week.

(Note: Accrued leave pay is calculated by multiplying three weeks' wages by the fraction of a year worked, thus—

for six months' employment, leave pay is $\frac{1}{2} \times$ three weeks' pay;

for 13 weeks' employment, leave pay is $\frac{1}{4} \times$ three weeks' pay;

for five weeks' employment, leave pay is $\frac{5}{32} \times$ three weeks' pay.

To arrive at three weeks' pay for a *monthly-paid* employee, multiply the monthly pay by $\frac{1}{13}$. Thus for a monthly-paid employee the leave accrued in—

six months is $\frac{1}{2} \times \frac{1}{13} \times$ one month's pay;

13 weeks is $\frac{1}{4} \times \frac{1}{13} \times$ one month's pay;

five weeks is $\frac{5}{32} \times \frac{1}{13} \times$ one month's pay.)

(11) In the case of all employees the accrued leave pay referred to in subclause (10) of this clause shall be paid direct to the employee on termination of service.

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

(13) (a) An employer may at any time, but not more than once in any period of 12 consecutive months, close his establishment for purposes of granting his employees annual leave as prescribed in this clause, and where at the date of the closing of the establishment any employee is not entitled to the full prescribed period of annual leave, the employer shall pay him an amount calculated on the basis laid down in subclause (10) of this clause as if his employment had terminated, plus remuneration in respect of any of the paid public holidays which fall during the period that the establishment is closed and are required to be added to an employee's annual leave in terms of subclause (5) of this clause, at a rate of not less than he would normally have received for his ordinary working hours for that day of the week: Provided that maintenance personnel may, subject to the provisions of subclause (7) of this clause, be required or permitted to work during the period that an establishment is closed in terms of this paragraph.

(b) For the purposes of this clause, 'maintenance personnel' means employees engaged in the maintenance, overhauling or repairing of machinery, equipment or plant.

(10) 'n Werknemer wat ontslaan word of sy diens verlaat voor die datum waarop hy vir jaarlikse verlof ingevolge subklousule (2) van hierdie klousule gekwalifiseer het, is geregtig op besoldiging vir opgelope verlof gelyk aan drie twee-en-veertigstes van een week se besoldiging vir elke voltooide diensspan vanaf die datum waarop hy by die werkgewer in diens getree het, of vanaf die datum waarop sy laaste verlof verskuldig geword het, naamlik die jongste datum. Vir die toepassing van hierdie subklousule beteken "diensspan" die getal skofte wat die werknemer gewoonlik in 'n week werk.

(Opmerking: Besoldiging vir opgelope verlof word bereken deur drie weke se loon te vermenigvuldig met die gedeelte van 'n jaar gewerk, aldus:

Vir ses maande diens is die verlofbesoldiging $\frac{1}{2} \times$ drie weke se besoldiging;

vir 13 weke diens is die verlofbesoldiging $\frac{1}{4} \times$ drie weke se besoldiging;

vir vyf weke diens is die verlofbesoldiging $\frac{5}{32} \times$ drie weke se besoldiging.

Om drie weke se besoldiging vir 'n *maandeliks besoldigde* werknemer te bereken, moet die maandelikse besoldiging met $\frac{1}{13}$ vermenigvuldig word. Wat 'n maandeliks besoldigde werknemer betref, is die verlofbesoldiging opgeloop in—

ses maande, dus $\frac{1}{2} \times \frac{1}{13} \times$ een maand se besoldiging;

3 weke, dus $\frac{1}{4} \times \frac{1}{13} \times$ een maand se besoldiging;

vyf weke, dus $\frac{5}{32} \times \frac{1}{13} \times$ een maand se besoldiging.)

(11) In die geval van alle werknemers moet die besoldiging vir opgelope verlof in subklousule (10) van hierdie klousule bedoel, by diensbeëindiging regstreeks aan die werknemer betaal word.

(12) Besoldiging vir opgelope verlof wat 'n werkgewer hou namens 'n werknemer wat om gesondheidsredes of ander ongeskiktheid nie meer in staat is om met sy werk voort te gaan nie, word onmiddellik aan die werknemer betaalbaar, en opgelope verlofgeld wat aan 'n werknemer verskuldig is wat in die loop van sy diens sterf, is onmiddellik aan sy boedel betaalbaar.

(13) (a) 'n Werkgewer kan te eniger tyd, maar hoogstens een keer in 'n tydperk van 12 agtereenvolgende maande, sy bedryfsinrigting sluit met die doel om sy werknemers jaarlikse verlof toe te staan soos in hierdie klousule voorgeskryf en indien 'n werknemer op die datum waarop die bedryfsinrigting sluit nie op die volle voorgeskrewe tydperk van jaarlikse verlof geregtig is nie, moet die werkgewer hom 'n bedrag betaal wat bereken is op die grondslag in subklousule (10) van hierdie klousule bepaal asof sy diens beëindig is, plus besoldiging vir enigeen van die openbare vakansiedae met besoldiging wat binne die tydperk val waarin die bedryfsinrigting gesluit is en wat by 'n werknemer se jaarlikse verlof ingevolge subklousule (5) van hierdie klousule gevoeg moet word, teen 'n koers van minstens dié wat hy gewoonlik sou ontvang het vir sy gewone werkure vir daardie dag van die week: Met dien verstande dat daar, behoudens subklousule (7) van hierdie klousule, van onderhoudspersoneel vereis of hulle toegelaat kan word om te werk gedurende die tydperk waartydens 'n bedryfsinrigting ingevolge hierdie paragraaf gesluit is.

(b) Vir die toepassing van hierdie klousule beteken "onderhoudspersoneel" werknemers wat onderhouds-, opknappings- of herstelwerk aan masjinerie, uitrusting of installasie verrig.

CLAUSE 11: ADDITIONAL HOLIDAY PAY

(1) Every employer shall in respect of every grade 8 employee employed by his pay additional holiday pay of R21,50 for each week of employment: Provided that—

(a) subject to the provisions of clause 10 (1) (b) (ii) (ad) of this Chapter, where a journeyman receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall be payable on behalf of such employee in respect of that week; and

(b) where in any leave cycle a journeyman has been absent from work through illness or accident for 30 days, his employer may reduced the additional holiday pay by one fifth of the weekly amount payable, in respect of each further date of absence through illness or accident.

(2) Subject to the provisions of subclause (3) of this clause, the amounts payable in terms of subclause (1) of this clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees concerned and the amount of the additional holiday pay being sent for each such employee to the secretary of the Regional Council in whose area of jurisdiction the establishment is situated.

(Note:

1. Forms prepared specifically for the inclusion of the details required by this subclause are obtainable on application from the secretary of the Regional Council concerned.

2. Notwithstanding the provisions of subclause (2) of this clause, an employer may apply to the Regional Council concerned for an exemption in terms of which such additional holiday pay may be paid direct to the employee when he proceeds on annual leave.)

(3) In cases where a journeyman has been absent from work for the reasons specified in subclause (1) of this clause, the additional holiday pay in terms of subclause (1) of this clause shall be paid by the employer direct to the beneficiary on or before each pay-day falling within his period of absence.

(4) The additional holiday pay payable in terms of subclause (1) shall be payable to journeymen when they proceed on annual leave, and application for it shall be lodged with the secretary of the Regional Council concerned at least two weeks before the beneficiary's leave is due to begin.

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

(6) All employees other than journeymen shall be paid an amount of additional holiday pay by their employers, by mutual agreement as follows:

(a) On completion of 12 months' service; or

(b) at commencement of the employee's annual leave; or

(c) not later than the 20th day of December of each year:

Provided that in the event of agreement not having been reached between the employer and the employee, the payment shall be made to the employee on completion of his leave cycle.

KLOUSULE 11: ADDISIONELE VAKANSIEBESOLDIGING

(1) Elke werkgewer moet ten opsigte van elke graad 8-werknemer wat by hom in diens is, addisionele vakansiebesoldiging van R21,50 vir elke week diens betaal: Met dien verstande dat—

(a) wanneer 'n vakman vir minder as altesaam 23 uur in 'n week loon ontvang of daarop geregtig is, geen addisionele vakansiebesoldiging, behoudens klousule 11 (1) (b) (ii) (ad) van hierdie Hoofstuk ten behoeve van sodanige vakman vir daardie week betaalbaar is nie; en

(b) indien 'n vakman weens siekte of 'n ongeluk vir 30 dae in 'n verlofsiklus van die werk afwesig was, sy werkgewer die addisionele vakansiebesoldiging met een vyfde van die weeklikse bedrag betaalbaar kan vermindert vir elke verdere dag van afwesigheid weens siekte of 'n ongeluk.

(2) Behoudens subklousule (3) van hierdie klousule moet die werkgewer die bedrag wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, maandeliks en wel voor of op die 10de dag van die maand wat volg op die maand waarop sodanige bedrag betrekking het, saam met 'n skriftelik verklaring van die name van die betrokke werknemers en die bedrag van die addisionele vakansiebesoldiging wat vir elke sodanige werknemer gestuur word, aan die sekretaris van die Streekraad in wie se regsgebied sy bedryfsinrigting geleë is, stuur.

(Opmerking:

1. Vorms wat spesiaal opgestel is vir die insluiting van die besonderhede deur hierdie subklousule vereis, is op aansoek verkrygbaar van die sekretaris van die betrokke Streekraad.

2. Ondanks die bepalinge van subklousule (2) van hierdie klousule mag 'n werkgewer aansoek doen by die betrokke Streekraad om vrystelling ingevolge waarvan die addisionele vakansiebesoldiging direk aan die werknemer betaal mag word wanneer hy met verlof gaan.)

(3) In gevalle waar 'n vakman weens die redes in subklousule (1) van hierdie klousule gespesifiseer van die werk afwesig was, moet die addisionele vakansiebesoldiging ingevolge subklousule (1) van hierdie klousule deur die werkgewer regstreeks aan die bevoordeelde betaal word voor of op elke betaaldag wat binne sy tydperk van afwesigheid val.

(4) Die addisionele vakansiebesoldiging wat ingevolge subklousule (1) betaalbaar is, moet aan vakmanne betaal word wanneer hulle met hul jaarlikse verlof vertrek, en aansoek daarom moet minstens twee weke voordat die bevoordeelde se verlof begin, by die sekretaris van die betrokke Streekraad ingedien word.

(5) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, mag geen bedrag by wyse van skuldvergelyking ten opsigte van geld wat aan die werkgewer verskuldig is van die addisionale vakansiebesoldiging afgetrek word nie.

(6) Alle werknemers, uitgesonderd vakmanne, moet addisionele vakansiebesoldiging deur hul werkgewers betaal word, deur onderlinge ooreenkoms, soos volg:

(a) By voltooiing van 12 maande diens; of

(b) met die aanvang van die werknemer se jaarlikse verlof; of

(c) nie later as die 20ste dag van Desember van elke jaar:

Met dien verstande dat in die geval waar ooreenkoms nie tussen die werkgewer en werknemer bereik is nie, die bonus by voltooiing van die werknemer se verlofsiklus aan hom betaalbaar is.

(7) (a) The amount of the additional holiday pay referred to in subclause (6) of this clause shall be two weeks' wages in respect of each 12 months of employment.

(b) The two weeks' pay referred to in paragraph (a) of this subclause shall be calculated at the rate the employee is earning when he goes on leave:

(c) The amount of the additional holiday pay referred to in paragraph (a) of this subclause shall be reduced by one fifty-second for each week during which the employee does not work a full five shifts, a "shift" for this purpose having the meaning given to this term in subclause (1) (b) at the beginning of clause 10 of this Chapter.

(8) Where an employee, other than a journeyman, leaves the services of his employer before qualifying for additional holiday pay, such employee shall be paid a *pro rata* portion of his additional holiday pay on termination of service.

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

(10) All amounts received in respect of additional holiday pay shall be placed in a special account operated by Regional Councils.

(11) Except as otherwise provided in this clause, additional holiday pay held on behalf of an employee shall be paid to him—

(a) if he leaves the Industry, on the expiration of 52 weeks calculated from the date on which the additional holiday pay commenced to accrue;

(b) while he is employed in the Industry, when he proceeds on annual leave,

or earlier, at the discretion of the Regional Council concerned.

(12) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in clause 33 of the Administrative Agreement, from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

CLAUSE 12: OVERALLS

(1) Registered manufacturing establishments in all Regions shall supply free of charge to all employees, other than chars, watchman, drivers or general workers, a minimum of three first-grade boilermaker's overalls or washing coats per year, on the basis of two overalls at the commencement of the first period of six months and one at the commencement of the second period of six months.

(2) Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with any applicable prescriptions promulgated in terms of the Machinery and Occupational Safety Act, 1983.

(3) The employer remains the owner of any item supplied to an employee by him free of charge in terms of this clause.

(7) (a) Die bedrag van die addisionele vakansiebesoldiging wat in subklousule (6) van hierdie klousule bedoel word, is twee weke se loon vir elke 12 maande diens.

(b) Die twee weke se besoldiging in paragraaf (a) van hierdie subklousule bedoel, moet bereken word volgens die loon wat die werknemer verdien wanneer hy met verlof gaan:

(c) Die bedrag van die addisionele vakansiebesoldiging in paragraaf (a) van hierdie subklousule bedoel, moet verminder word met een twee-en-vyftigste vir elke week waarin die werknemer nie 'n volle vyf skofte werk nie, en vir hierdie doel het "skof" die betekenis wat in subklousule 1 (b) aan die begin van klousule 11 van hierdie Hoofstuk daaraan geheg is.

(8) Wanneer 'n werknemer, uitgesonderd 'n vakman, die diens van sy werkgever verlaat voordat hy vir addisionele vakansiebesoldiging kwalifiseer, moet aan hom 'n eweredige gedeelte van sy addisionele vakansiebesoldiging by diensbeëindiging betaal word.

(9) Addisionele vakansiebesoldiging wat deur 'n Streekraad of 'n werkgever namens 'n werknemer gehou word wat om gesondheidsredes of ander ongeskiktheid nie in staat is om sy beroep voort te sit nie, word onmiddellik aan die werknemer betaalbaar, en addisionele vakansiebesoldiging verskuldig aan 'n werknemer wat in die loop van sy diens sterf, word onmiddellik aan sy boedel betaalbaar.

(10) Alle bedrae wat ten opsigte van addisionele vakansiebesoldiging ontvang word, moet gestort word in 'n spesiale rekening wat Streekraade hanteer.

(11) Behoudens andersluidende bepalings in hierdie klousule, met addisionele vakansiebesoldiging wat namens 'n werknemer gehou word—

(a) as hy die Nywerheid verlaat, aan hom betaal word by verstryking van 52 weke, bereken vanaf die datum waarop die verlofbesoldiging begin het om op te loop;

(b) terwyl hy nog in die Nywerheid in diens is, aan hom betaal word wanneer hy met jaarlikse verlof gaan,

of dit kan, kan goeë dunks van die betrokke Streekraad, eerder betaal word.

(12) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is deur die Raad ontvang word nie, moet die werkgever rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers soos voorgeskryf in klousule 33 van die Administratiewe Ooreenkoms vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na goeë dunks betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

KLOUSULE 12: OORPAKKE

(1) Geregistreerde vervaardigingsinrigtings in alle Streke moet aan alle werknemers, uitgesonderd skoonmaaksters, wagte, drywers of algemene werkers, 'n minimum van drie eerstegraadse ketelmakersoorpake of wasbare jasse per jaar gratis verskaf op grondslag van twee oorpake aan die begin van die eerste tydperk van ses maande en een aan die begin van elke tweede tydperk van ses maande.

(2) Werkgewers moet aan hul werknemers gratis persoonlike beskermende uitrustings en/of klere verskaf ooreenkomstig enige toepaslike voorskrifte uitgevaardig kragtens die Wet op Masjinerie en Beroepsveiligheid, 1983, soos gewysig.

(3) Die werkgewers bly die eienaar van elke kledingstuk wat hy ooreenkomstig hierdie klousule gratis aan 'n werknemer verskaf het.

CHAPTER IV

AUTOMOTIVE ENGINEERING ESTABLISHMENTS

CLAUSE 1: SCOPE OF APPLICATION AND REGISTRATION

(1) The provisions of this Chapter and all the provisions of Division A and B shall apply to automotive engineering establishments registered as such by the Council: Provided that where the said provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.

(2) (a) Application for registration as an automotive engineering establishment for purposes of this Chapter shall be made by the employer to the Council or the Regional Council having jurisdiction in such form as may be prescribed and the Council may, in its discretion, register the establishment concerned for such period and subject to such terms and conditions as it may determine and shall issue the employer with a certificate to that effect specifying, *inter alia*, the grades of labour which may be employed by that establishment.

(b) The Council may at any time withdraw or vary the terms of a certificate issued under paragraph (a) of this subclause and the employer shall, when so required, in writing, return the certificate to the Council within 10 days after receipt of such written notification.

(c) An employer whose automotive engineering establishment is not registered under paragraph (a) of this subclause shall in respect of such establishment be subject to all the provisions of Chapter I of Division C of this Agreement.

CLAUSE 2: DEFINITIONS

For the purposes of this Chapter—

(1) **“char”** (grade 1 employee) means an employee mainly or exclusively employed in any one or more of the following duties:

Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;

dusting of vehicles;

franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;

making and/or serving tea or similar beverages;

preparing and/or serving food not for sale to the public;

washing of motor vehicles;

(2) **“diesel pump room assistant”** (grade 2 employee) means an employee engaged mainly or exclusively on—

assembling injectors, excluding calibrating;

lapping nozzles by hand and/or manual machine;

placing pumps onto test benches and removing them;

stripping and cleaning fuel pumps, injectors and turbochargers;

[Note: The number of diesel pump room assistants that may be employed in any one establishment is governed by the ratio provisions of clause 13 of Chapter I of Division C and clause 3 (3) of this chapter.];

(3) **“grade D employee”** (grade 2 employee) means an employee employed in a registered automotive engineering establishment who in addition to any of the duties enumerated in clause 2 (50) of Division A is permitted to perform the following:

Lapping of valves by hand after the valve and seat have been machined by a journeyman or an operative grade A, B or C or by an apprentice or a trainee registered in terms of the Manpower Training Act, 1981;

HOOFSTUK IV

MOTORINGENIEURSIINRIGTINGS

KLOUSULE 1: TOEPASSINGSBESTEK EN REGISTRASIE

(1) Hierdie Hoofstuk en die hele Afdeling A en Afdeling B is van toepassing op motoringenieursinrigtings wat as sodanig by die Raad geregistreer is: Met dien verstande dat waar genoemde bepalings van Afdeling A en B strydig is met die bepalings van hierdie Hoofstuk, laasgenoemde geldig is en voorkeur moet geniet.

(2) (a) Aansoek om registrasie as 'n motoringenieursinrigting moet vir die toepassing van hierdie Hoofstuk deur die werkgever by die Raad of die Streekraad wat regsbevoegdheid het, gedoen word in die vorm wat voorgeskryf word, en die Raad kan die betrokke bedryfsinrigting na goeddunke registreer vir dié voorwaardes wat hy bepaal, en die Raad moet die werkgever van 'n sertifikaat met dié strekking voorsien, met vermelding, onder andere van die grade arbeid wat deur daardie bedryfsinrigting in diens geneem mag word.

(b) Die Raad kan 'n sertifikaat wat kragtens paragraaf (a) van hierdie subklousule uitgereik is te eniger tyd intrek of die voorwaardes daarvan wysig, en die werkgever moet, wanneer hy skriftelik daarom versoek word, die sertifikaat binne 10 dae na ontvangs van sodanige skriftelike kennisgewing aan die Raad terugbesorg;

(c) 'n Werkgever wie se motoringenieursinrigting nie ingevolge paragraaf (a) van hierdie subklousule geregistreer is nie, is ten opsigte van sodanige bedryfsinrigting onderworpe aan al die bepalings van Hoofstuk I van Afdeling C van hierdie Ooreenkoms.

KLOUSULE 2: WOORDOMSKRYWING

Vir die doeleindes van hierdie Hoofstuk beteken—

(1) **“skoonmaaker”** (graad 1-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte uitvoer:

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

voertuie afstof;

posstukke frankeer, briewe in koeverte plaas, posstukke en ander dokumentasie afhaal en aflewer;

tee of soortgelyke drankte berei en/of bedien;

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

motorvoertuie was;

(2) **“dieselpompkamerassistent”** (graad 2-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik—

inspuiters monteer, maar nie kalibreer nie;

sputstukke met die hand en/of 'n handmasjien fynslyp;

pompe op toetsbanke plaas en daarvan afneem;

brandstofpompe, inspuiters en turboaanjaers stroop en skoonmaak;

[Opmerking: Die getal dieselpompkamerassistentte wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 13 van Hoofstuk I van Afdeling C en klousule 3 (3) van hierdie Hoofstuk.];

(3) **“graad D-werknemer”** (graad 2-werknemer) 'n werknemer wat in diens is van 'n geregistreerde motoringenieursbedryfsinrigting wat benewens die pligte in klousule 2 (50) van Afdeling A gelys ook toegelaat is om van die volgende te verrig:

Kleppe met die hand fynslyp nadat 'n vakman, werknemer graad A, B of C of 'n vakleerling of kwekeling wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is, die klep en die bedding gemasjineer het;

painting of engines with protective paint;

mounting by securing and bolting engines and removing engines to and from dynamometers under supervision;

(4) **"Journeyman"** (grade 8 employee) means a person who performs journeyman's work and who—

(a) has served an apprenticeship in a designated trade in accordance with the requirements of the Manpower Training Act, 1981, or in accordance with a written contract approved by any Regional Council; or

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

(c) is in possession of a certificate issued to him in terms of the Manpower Training Act, 1981; or

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

(5) **"operative engine assembler"** (grade 7 employee) means an employee in a registered automotive engineering establishment, who—

(a) is able to prove not less than three years' experience in any trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade; or

(b) is engaged mainly or exclusively in the assembly of internal combustion engines complete for installation,

and who under the supervision of a journeyman—

assembles engines;

dismantles and assembles fuel pumps;

dismantles and assembles oil pumps;

replaces bearings;

checks bearing fit, spread, crush and nip;

checks camshafts visually for wear;

in connection with connecting rods—

checks clearances with gauges;

assembles piston to conrod to crankshaft;

assembles main conrod bearings and bushes;

uses engine prelubricator;

aligns rods and pistons;

cleans and inspects pistons, including ring groove inspection;

fits rings, oil and compression on pistons;

in connection with crankshafts—

removes conrods, pistons, crankshafts and main bearing caps;

cleans, inspects and checks—

end play;

thrust washers;

flange bearings;

timing cover and rear main oil seal journal surface;

surfaces;

starter ring gears;

removes and replaces starter ring gears and/or fly-wheels;

(6) **"operative, grade A"** (grade 6 employee) means an employee employed in a registered automotive engineering establishment and who is engaged mainly or exclusively in the operation of any two single-purpose machines;

enjins met beskermende verf, verf;

montering en beveiliging en vasbout van enjins en verwydering van enjins na en van dinamometers onder toesig;

(4) **"vakman"** (graad 8-werknemer) 'n persoon wat vakmanswerk verrig en wat—

(a) 'n vakleerlingskap in 'n aangewese ambag uitgedien het ooreenkomstig die vereistes van die Wet op Mannekragopleiding, 1981, of ooreenkomstig 'n skriftelike kontrak wat deur 'n Streekraad goedgekeur is; of

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

(c) in besit is van 'n sertifikaat wat ooreenkomstig die Wet op Mannekragopleiding, 1981, aan hom uitgereik is; of

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

(5) **"werkmán-enjinmonteur"** (graad 7-werknemer) 'n werknemer wat in 'n geregistreerde motoringenieursbedryfsinrigting in diens is en wat—

(a) bewys kan lewer van minstens drie jaar ondervinding in 'n ambag wat vir die Motorynwerheid aangewys is of, met die toestemming van die betrokke Streekraad, ondervinding in 'n ander ambag; of

(b) hoofsaaklik of uitsluitlik op die montering van binnebrand enjins, volledig vir installering, werkzaam is,

en wat onder die toesig van 'n vakman—

enjins monteër;

brandstofpompe demonteër en monteër;

oliepompe demonteër en monteër;

laers vervang; laerpassing, -spanwydte, -perslengte en -knyp nagaan;

nokasse visueel nagaan met die oog op slytasie;

met betrekking tot suierstange—

die vry ruimte met 'n meter kontroleer;

die suier aan die suierstang aan die krukas monteër;

die hoofsuierstanglaers en -busse monteër;

'n enjinvooraafsmeeerder gebruik;

stange en suiers in lyn bring;

suiers skoonmaak en nasien, met inbegrip van die nasien van ringgroewe;

ringe, olie en kompressie aan suiers aanbring;

met betrekking tot krukasse—

suierstange; suiers, krukasse en hooflaerdoppe verwyder;

die volgende skoonmaak, kontroleer en nagaan:

Entspeling;

drukwasters;

flenslaers;

die tydreëlingdeksel en die agterhoofolieeseëlstopoppervlak;

oppervlakke;

vliegwielerkrans;

vliegwielerkrans en/of vliegwieler verwyder en vervang;

(6) **"werkmán graad A"** (graad 6-werknemer) 'n werknemer wat in 'n geregistreerde motoringenieursbedryfsinrigting in diens is; en wat hoofsaaklik of uitsluitlik enige twee enkeldoel masjiene bedien;

(7) "operative, grade B" (grade 4 employee) means an employee employed in a registered automotive engineering establishment and who mainly or exclusively performs all work relating to the operating of any two machines, excluding a crankshaft grinder, a reborer/honer, a line borer or a diesel pump test bench and the assembling of engines;

(8) "operative, grade C" (grade 3 employee) means an employee who is employed in any registered automotive engineering establishment and is engaged mainly or exclusively on—

- dismantling internal combustion engines;
- removing and fitting finished cylinder liners (wet/dry);
- all cylinder head work, excluding surface grinding and manufacturing of inserts;
- polishing crankshafts;
- crack and porosity detecting;

(Note: The number of operatives, grade A, B or C that may be employed in any one establishment is governed by the ratio provisions of clause 3 (4) of this Chapter.);

(9) "watchman" means an employee primarily occupied on—

(a) guarding the premises and/or goods of the employer; and/or

(b) controlling the access to and departure from the premises of his employer of persons as indicated by such employer; and/or

(c) keeping a written log of access and departure as contemplated in subparagraph (b) above; and/or

(d) on the instructions of his employer, carrying out the physical searching of any person or vehicle entering of leaving his employer's premises.

CLAUSE 3: EMPLOYEES

(1) Subject to the provisions of subclause (2) of this clause, an automotive engineering establishment which is registered with the Council in terms of clause 1 of this Chapter may employ, in addition to apprentices and trainees in terms of clause 1 (2) of Division A of this Agreement, and the classes of employees referred to in clause 3 of Division B and clause 3 of Chapter 1 of Division C of this Agreement, any of the classes of employees referred to in clause 4 of this Chapter under the terms and conditions laid down in this Chapter: Provided that where the provisions of Division A or B or Chapter 1 of Division C and the provisions of this Chapter are in conflict, the provisions of this Chapter shall obtain and have preference.

(2) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter 1 of Division C relating to body shop assistants, B/A journeymen and repair shop assistants shall not apply to automotive engineering establishments registered as such by the Council.

(3) An employer shall not employ a diesel pump room assistant unless he has at least one journeyman actively engaged in the pump room, and the number of diesel pump room assistants in his employ shall at no time exceed the number of journeymen increased by one actively engaged in his pump room.

(4) Subject to the proviso set out hereunder, an employer shall not engage and operative, grade A, operative, grade B or operative, grade C unless he—

(a) employs at least one journeyman; and

(b) in addition, employs at least one apprentice who is indentured to him or one trainee in terms of the Manpower Training Act, 1981.

(7) "werkman graad B" (graad 4-werknemer) 'n werknemer wat in diens is in 'n geregistreerde motoringenieursbedryfsinrigting wat hoofsaaklik of uitsluitlik alle werk verrig met betrekking tot die bediening van enige twee masjiene uitsluitende 'n krukasslyper, 'n herboorder/slypmasjien, 'n lynboorder, dieselpomp-toetsbank, en die montering van enjins;

(8) "werkman graad C" (graad 3-werknemer) 'n werknemer wat in enige geregistreerde motoringenieursbedryfsinrigting in diens is en wat hoofsaaklik of uitsluitlik werksaam is by—

- binnebrandenjins demonteer;
- verwyder en terugsit van silindervoerings (nat/droog);
- alle silinderkopwerk, uitsluitende vlakslyping en vervaardiging van insetsels;
- polering van krukaste;
- kraak- en poreusheidsopsporing;

(Opmerking: Die aantal werkmanne graad A, B of C wat in enige inrigting in diens mag wees, word beheer deur die getalsverhouding soos voorgeskryf in klousule 3 (4) van hierdie Hoofstuk.);

(9) "wag" 'n werknemer wat hoofsaaklik—

(a) die perseel en/of goedere van die werkgewer bewaak; en/of

(b) in opdrag van sodanige werkgewer beheer uitoefen oor persone wat toegang verkry tot en persone wat vertrek vanaf sy werkgewer se perseel; en/of

(c) skriftelike aantekeninge hou van persone wat toegang verkry tot of persone wat vertrek vanaf die perseel, soos in subparagraaf (b) hierbo bedoel; en/of

(d) op las van sy werkgewer alle persone of voertuie wat sy werkgewer se perseel binnegaan of verlaat, fisies deursoek.

KLOUSULE 3: WERKNEMERS

(1) Behoudens subklousule (2) van hierdie klousule mag 'n motoringenieursinrigting wat ingevolge klousule 1 van hierdie Hoofstuk by die Raad geregistreer is, benewens vakleerlinge en kwekelinge wat hy in diens mag neem ingevolge klousule 1 (2) van Afdeling A van hierdie Ooreenkoms en die klasse werknemers bedoel in klousule 3 van Afdeling B en klousule 3 van Hoofstuk I van Afdeling C van hierdie Ooreenkoms, enigeen van die klasse werknemers in klousule 4 van hierdie Hoofstuk bedoel in diens neem ooreenkomstig die voorwaardes in hierdie Hoofstuk voorgeskryf: Met dien verstande dat indien die bepalings van Afdeling A of B of Hoofstuk I van Afdeling C strydig is met die bepalings van hierdie Hoofstuk, die bepalings van hierdie Hoofstuk moet geld en voorkeur moet geniet.

(2) Ondanks andersluidende bepalings in hierdie Ooreenkoms is die bepalings van Hoofstuk I van Afdeling C met betrekking tot bakwinkelassistent, B/A-vakmanne en herstelwinkelassistent nie van toepassing op motoringenieursinrigtings wat as sodanig by die Raad geregistreer is nie.

(3) 'n Werkgewer mag nie 'n dieselpompkamerassistent in diens neem tensy hy minstens een vakman vermeerder met een aktief in sy pompkamer in diens het, en die aantal dieselpompkamerassistent in sy diens mag nooit meer wees as die aantal vakmanne vermeerder met een wat aktief in sy pompkamer werksaam is nie.

(4) Behoudens die voorbehoudsbepalings hieronder uiteengesit, mag 'n werkgewer nie 'n werkman graad A, werkman graad B of werkman graad C in diens neem nie, tensy hy—

(a) minstens een vakman in diens het; en

(b) daarbenewens, minstens een vakleerling wat by hom ingeboek is of een kwekeling ingevolge die Wet op Mannekragopleiding, 1981, in diens neem.

At no time shall the total number of operatives, grade A, operatives, grade B or operatives, grade C employed at an establishment exceed the aggregate number of journeymen increased by one employed at that establishment and neither shall it exceed twice the aggregate of the number of indentured apprentices and the number of trainees increased by one employed in terms of the Manpower Training Act, 1981, at that establishment:

Provided that—

(i) the provisions of this subclause shall not be deemed to require an employer to discharge any operative machinist in his employ at 21 June 1974;

(ii) in the case of an employer who has only one journeyman actively engaged in his workshop, the requirements regarding the employment of apprentices or trainees shall not be applicable.

(Note: Applications for exemption from the provisions of this subclause must be directed to the National Council, i.e. not to Regional Councils as in the case of other exemptions.)

(5) An employer shall not employ an operative engine assembler unless he has at least one journeyman actively engaged in his workshop.

(6) Where an employer carries on business in more than one establishment in the Motor Industry, the provisions of this clause shall be observed in relation to each single establishment on its own.

CLAUSE 4: WAGES

(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out in the Wage Schedule below.

(Note: In the case of monthly-paid employees, the minimum wage shall be four and a third times the amount reflected in this Schedule.)

Die totale getal werkmante graad A, werkmante graad B of werkmante graad C in diens in 'n bedryfsinrigting mag nooit meer wees nie as die totale getal vakmante vermeerder met een in diens of twee maal die totale getal ingeboekte vakleerlinge en die getal kwekelinge vermeerder met een in diens by daardie bedryfsinrigting in gevolge die Wet op Mannekragopleiding, 1981:

Met dien verstande dat—

(i) daar nie geag moet word dat daar van 'n werkgewer ingevolge hierdie subklousule vereis kan word om 'n werkmante-masjien wat op 21 Junie 1974 in sy diens was, te ontslaan nie;

(ii) in die geval van 'n werkgewer wat slegs een vakman het wat aktief in sy werkwinkel in diens is, die vereistes betreffende die indiensneming van vakleerlinge of kwekelinge nie van toepassing is nie.

(Opmerking: Aansoeke om vrystelling van die bepalings van hierdie subklousule moet gerig word aan die Nasionale Raad, dit wil sê *nie aan* die Streekraade soos in die geval van ander vrystellings nie.)

(5) 'n Werkgewer mag nie 'n werkmante-enjinmonteur in diens neem nie tensy hy minstens een vakman aktief in sy werkwinkel in diens het.

(6) Waar 'n werkgewer in meer as een bedryfsinrigting in die Motorynwerheid sake doen, moet hierdie klousule met betrekking tot elke bedryfsinrigting afsonderlik nagekom word.

KLOUSULE 4: LONE

(1) Die minimum loon wat 'n werkgewer aan elke lid van die ondergenoemde klousule klasse van sy werknemers moet betaal, word in die Loonbylae hieronder uiteengesit.

(Opmerking: In die geval van maandeliks besoldigde werknemers moet die minimum loon vier en een derde maal die bedrag wees wat in hierdie Bylae getoon word.)

WAGE SCHEDULE

Class of employee	Minimum wages					
	A Areas		B Areas		C Areas	
	Per week	Per hour	Per week	Per hour	Per week	Per hour
	R	R	R	R	R	R
Grade 1:						
Forecourt attendant.....	138,15	3,07	103,95	2,31	90,00	2,0
Char.....	144,00	3,20	108,00	2,40	93,60	2,08
Grade 2.....	217,80	4,84	163,35	3,63	141,75	3,15
Class of employee	A areas		Other areas			
	Per week	Per hour	Per week	Per hour		
	R	R	R	R		
Grade 3.....	247,50	5,50	222,75	4,95		
Grade 4.....	270,90	6,02	243,45	5,41		
Grade 5.....	306,45	6,81	275,85	6,13		
Grade 6.....	374,85	8,33	337,50	7,50		
Class of employee	All areas					
	Per week	Per hour				
	R	R				
Grade 7.....	483,30	10,74				
Grade 8.....	555,30	12,34				
Watchman.....	175,00	(no hourly rate)				

LOONBYLAE

Klas werknemer	Minimum lone					
	Gebiede A		Gebiede B		Gebiede C	
	Per week	Per uur	Per week	Per uur	Per week	Per uur
	R	R	R	R	R	R
Graad 1:						
Voorbaanassistent	138,15	3,07	103,95	2,31	90,00	2,00
Skoonmaakster	144,00	3,20	108,00	2,40	93,60	2,08
Graad 2	217,80	4,84	163,35	3,63	141,75	3,15
Klas werknemer	Gebiede A		Ander gebiede			
	Per week	Per uur	Per week	Per uur		
	R	R	R	R		
Graad 3	247,50	5,50	222,75	4,95		
Graad 4	270,90	6,02	243,45	5,41		
Graad 5	306,45	6,81	275,85	6,13		
Graad 6	374,85	8,33	337,50	7,50		
Klas werknemer			Alle gebiede			
			Per week	Per uur		
			R	R		
Graad 7			483,30	10,74		
Graad 8			555,30	12,34		
Wag			175,00	(geen uurlikse loon)		

(Note:

1. In the case of the wages specified for the undermentioned employees, the following special provisions apply:

Operative engine assembler

For employees to whom subclause 2 (6) (a) of this Chapter does not apply and who have had less than 18 months' experience, the specified wage shall be:

For the first 18 months of experience	R306,45 per week (R6,81 per hour)
Thereafter	R483,30 per week (R10,74 per hour)

Operative, grade A

For first 12 months of experience	R306,45 per week (R6,81 per hour)
Thereafter	R374,85 per week (R8,33 per hour)

Operative, grade B

For first 6 months of experience	R251,10 per week (R5,58 per hour)
Thereafter	R268,20 per week (R5,96 per hour)

2. "Experience" for the purpose of the foregoing, means the total period or periods of employment which an employee has had with either his present or any other employer in the particular occupation in which he is employed.)

(2) On the assumption of duty with a new employer, an employer may require an operative, grade A, operative, grade B or operative engine assembler who wishes to claim credit for past experience, to produce a certificate of service reflecting details of his past experience.

(Opmerking:

1. In die geval van lone wat vir ondergenoemde werknemers voorgeskryf is, die volgende spesiale bepalings van toepassing:

Werkman-enjinmonteur

Vir werknemers op wie subklousule 2 (6) (a) van hierdie Hoofstuk nie van toepassing is nie, en wat minder as 18 maande ondervinding het, is die gespesifiseerde loon soos volg:

Eerste 18 maande ondervinding	R306,45 per week (R6,81 per uur)
Daarna	R483,30 per week (R10,74 per uur)

Werkman graad A

Eerste 12 maande ondervinding	R306,45 per week (R6,81 per uur)
Daarna	R374,85 per week (R8,33 per uur)

Werkman graad B

Eerste 6 maande ondervinding	R251,10 per week (R5,58 per uur)
Daarna	R268,20 per week (R5,96 per uur)

2. "Ondervinding" vir die doeleindes van die voorafgaande, beteken die totale tydperk of tydperke wat 'n werknemer by sy huidige of by enige ander werkgever in die besondere beroep waarin hy in diens is, opgedoen het.)

(2) 'n Werkgever kan van 'n werknemer graad A, werknemer graad B of werknemer-enjinmonteur, wat by aanvang van diens by 'n nuwe werkgever aanspraak maak op krediet vir vorige ondervinding, vereis om 'n dienssertifikaat te toon wat besonderhede aangee van sy vorige ondervinding.

(3) "Experience", for the purposes of this clause, means the total period or periods of employment which an employee has had either with his present or any other employer in the particular occupation in which he is employed.

CLAUSE 5: HOURS OF WORK

(1) Subject to the provisions of subclause (5) of this clause, the ordinary hours of work of any employee shall, notwithstanding anything to the contrary contained in this subclause, not exceed 45, excluding meal intervals, in any one week and eight, excluding meal intervals, on any one day: Provided that—

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

(ii) an employee who does not ordinarily work on more than five days in a week may on any working day be required or permitted to work for an additional period of one and a quarter hours.

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

(a) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that, for purposes of this paragraph, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(b) who is a journeyman or an apprentice to work his ordinary weekly hours on any days other than Mondays, Tuesdays, Wednesdays, Thursdays, Fridays or Saturdays or, in the case of other employees, over more than six days in any week:

Provided that an employer may agree with those of his employees who normally work on only six days each week that the uninterrupted interval referred to in paragraph (a) of this subclause be reduced to not less than 30 minutes, but before a reduced interval may be put into operation the employer shall enter the details of the agreement to the reduced interval, including the terms thereof and the employee's consent thereto, in a proper record kept for that purpose and approved by the Regional Council concerned.

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

Provided that—

(a) ordinary hours of work shall be contained between the hours of 06:00 to 23:00, Mondays to Fridays and 06:00 to 18:00 on Saturdays, subject to the provisions relating to the payment of shift allowances;

(b) a shift shall run for a continuous period of nine hours, excluding meal breaks, after which overtime shall be payable;

(c) the determination of shift patterns shall be by mutual agreement between the employer and the employee;

(d) no employee shall be required or permitted to work more than one shift in any 24 hour period, with the exception of shift changes;

(e) no employee shall be required to work more than two Saturdays in any one month unless on a voluntary basis;

(3) Vir die doeleindes van hierdie klousule beteken "onder-vinding" die totale tydperk of tydperke diens van 'n werknemer by of sy huidige of 'n ander werkgever in die besondere beroep waarin hy werksaam is.

KLOUSULE 5: WERKURE

(1) Behoudens subklousule (5) van hierdie klousule en ondanks andersluidende bepalings in hierdie subklousule, die gewone werkure van 'n werknemer hoogstens 45 uitgesonderd etenspouse, in 'n bepaalde week en agt, uitgesonderd etenspouses, op 'n bepaalde dag wees: Met dien verstande dat—

(i) in 'n bedryfsinrigting waar die gewone werkure op een dag in elke week hoogstens vyf is, daar van 'n werknemer vereis of toegelaat kan word om so addisionele tydperk van hoogstens 'n halfuur op elkeen van die ander dae van daardie week te werk; of

(ii) daar van 'n werknemer wat nie gewoonlik meer as vyf dae in 'n week werk nie, vereis of hy toegelaat kan word om op enige werkdag 'n addisionele tydperk van een en 'n kwart uur te werk.

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

(a) om 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse minstens een uur te werk nie: Met dien verstande dat vir die toepassing van hierdie paragraaf werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(b) om, as hy 'n vakman of vakleerling is, sy gewone weeklikse ure op ander dae as Maandae, Dinsdae, Woensdae, Donderdae, Vrydae of Saterdag, of, in die geval van ander werknemers, oor meer as ses dae 'n week te werk nie:

Met dien verstande dat 'n werkgever met sy werknemers wat gewoonlik slegs ses dae per week werk, ooreen kan kom dat die ononderbroke pouse in paragraaf (a) van hierdie subklousule bedoel, tot minstens 30 minute ingekort word, maar voordat 'n ingekorte pouse in werking gestel word, moet die werkgever die besonderhede van die toestemming tot die ingekorte pouse, met inbegrip van die bepalings daarvan en die werknemer se toestemming daartoe, in 'n behoorlike register inskryf wat vir dié doel gehou word en deur die betrokke Streeksraad goedgekeur is.

(3) 'n Werkgever kan van verskillende werkwinkelwerknemers of graad D-werknemers vereis om hulle skofte op verskillende tye te begin en te eindig, maar die tydperk tussen die aanvangstyd van die vroegste skof en die aanvangstyd van die laaste skof mag hoogstens 45 minute wees:

Met dien verstande dat—

(a) gewone werkure beperk is tot tussen 06:00 en 23:00, Maandae tot Vrydae, en 06:00 tot 18:00 op Saterdag, behoudens die bepalings met betrekking tot die betaling van skoftoeleas;

(b) 'n skof 'n aaneenlopende tydperk van 9 uur moet duur, uitgesonderd etenspouses, waarna oortyd betaal moet word;

(c) die vasstelling van skofpatrone deur wedersydse ooreenkoms tussen die werkgever en die werknemer moet geskied;

(d) daar van geen werknemer vereis mag word of geen werknemer toegelaat mag word om meer as een skof te werk nie in enige tydperk van 24 uur met uitsondering van skofveranderinge;

(e) daar nie van 'n werknemer vereis word om meer as twee Saterdag in enige maand te werk nie, behalwe op 'n vrywillige basis;

(f) a 10% shift allowance shall be paid in respect of shifts commencing after 14:00;

(g) transport for employees whose shifts end after 20:00 may be arranged by mutual agreement between the employer and his employees.

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

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

(6) Subject to the provisions of clause 5 (10) of the Administrative Agreement relating to absences from employment and clause 8 of this Chapter relating to shorttime, whenever any grade D employee works for less than 45 hours in any week owing to—

(a) the usual working hours of the establishment being less than 45;

(b) the employer being unable to regulate the shifts of such employee to 45 hours; and/or

(c) any reason other than his absencing himself without the employer's permission;

such grade D employee's week shall be deemed to be 45 hours.

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

CLAUSE 6: OVERTIME

(1) Subject to the provisions of clause 7 of this Chapter relating to Sunday work, time worked by employees after the completion of the ordinary hours of work prescribed in terms of clause 5 of this Chapter and after any time lost through lateness has been made up or condoned by the employer shall be regarded as overtime.

(2) Subject to the provisions of subclause (3) of this clause—

(a) no employee shall be required or permitted to work overtime for more than 10 hours in any one week;

(b) An additional 10 hours' overtime may be worked, subject to the following conditions—

(i) the Regional Secretary of the Regional Council concerned shall consult with the employers' organisation and trade union representing the employees concerned, and if approved, issue a suitable licence of exemption authorising the additional overtime;

(ii) all overtime prescribed in subclause (2) (a) and (b) of this clause shall be limited to 60 hours in any period of four continuous weeks;

(iii) licences of exemption issued shall be submitted to the regional Council concerned for ratification at the next ensuing meeting of the Regional Council;

(f) 'n 10%-skofoelaag betaal moet word met betrekking tot skofte wat na 14:00 begin: Met dien verstande voorts dat hierdie paragraaf nie van toepassing is op voorbaanassistente nie;

(g) vervoer vir werknemers wie se skofte na 20:00 eindig, gereël mag word deur wedersydse ooreenkoms tussen die werkgever en sy werknemers.

(4) Alle werknemers, uitgesonderd diensverkopers, is geregtig op en moet 'n ruspouse van 10 minute toegestaan word en so na doenlik aan die middel van elke oggend- en namiddag-werktyd, en sodanige pouse moet vir die doeleindes van die berekening van besoldiging geag word deel van die gewone werkure te wees.

(5) Wanneer daar van 'n diensverkoper vereis word om te eniger tyd in die loop van sy diens werk op 'n ander plek as in die bedryfsinrigting van sy werkgever te verrig, is subklousule (2) hiervan nie van toepassing nie en kan die ure in subklousule (1) van hierdie klousule voorgeskryf vir die doeleindes van sodanige werk met vier uur per dag verleng word, met 'n maksimum van 24 uur per week.

(6) Behoudens die bepalings van klousule 5 (10) van die Administratiewe Ooreenkoms betreffende afwesigheid van diens en klousule 8 van hierdie Hoofstuk betreffende korttyd, moet die week van 'n graad D-werknemer geag word 45 uur te wees wanneer sodanige graad D-werknemer minder as 45 uur in 'n week gewerk het omdat—

(a) die gewone werkure van die bedryfsinrigting minder as 45 uur is;

(b) die werkgever nie die skofte van sodanige werknemer so kan reël dat dit op 45 uur te staan kom nie; en/of

(c) hy om 'n ander rede as sonder die toestemming van sy werkgever van sy werk afwesig is.

(7) 'n Werknemer wat deur die polisie gearresteer of aangehou word vir 'n oortreding of 'n vermoedelike oortreding, moet vir die tydperk waarin hy in arres is of aldus aangehou word en dus nie in staat is om sy werk voort te sit nie, vir die toepassing van hierdie klousule geag word sonder toestemming van sy werk afwesig te gewees het.

KLOUSULE 6: OORTYDWERK

(1) Behoudens klousule 7 van hierdie Hoofstuk betreffende Sondagwerk, moet tyd deur werknemers gewerk ná voltooiing van die gewone werkure ingevolge klousule 5 van hierdie Hoofstuk voorgeskryf en nadat tyd wat weens laatkom verloor is, opgemaak is of deur die werkgever gekondoneer is, geag word oortyd te wees.

(2) Behoudens subklousule (3) van hierdie klousule—

(a) mag daar van geen werknemer vereis of hy toegelaat word om langer as 10 uur in 'n bepaalde week oortyd te werk nie;

(b) mag 'n addisionele 10 uur oortyd gewerk word behoudens die volgende voorwaardes—

(i) die Streeksekretaris van die betrokke Streekraad moet met die werkgewersvereniging en vakbond wat die betrokke werknemer verteenwoordig, oorleg pleeg, en indien goedgekeur, 'n geskikte vrystellingsertifikaat uitreik wat die addisionele oortyd magtig;

(ii) alle oortyd voorgeskryf by subklousule (2) (a) en (b) van hierdie klousule is beperk tot 60 uur in enige tydperk van vier aaneenlopende weke;

(iii) vrystellingsertifikaat wat uitgereik is, moet aan die volgende vergadering van die Streekraad vir bekragting voorgelê word;

(iv) whenever an employee is requested to work overtime in excess of 10 hours, his employer shall give notice of not less than 48 hours of the intention to work such overtime to the employee concerned.

(3) Notwithstanding anything to the contrary contained in this clause and subject to the provisions of subclause (2) (b) of this clause, no workshop administrative staff shall be required or permitted to work—

(a) overtime on stock-taking for more than 15 hours in any one year or spread over a period of more than 12 consecutive days;

(b) overtime for purposes other than stock-taking—

(i) for more than four hours on any one day;

(ii) for more than 30 hours in any one year;

(iii) on any Saturday or public holiday:

Provided that whenever an employee is required to work overtime for purposes of stocktaking, his employer shall give notice in writing of not less than seven days of the intention to work such overtime, to the employee concerned.

(4) The minimum rates at which employees shall be remunerated for overtime worked are as follows:

(a) One and a half times his ordinary rate of remuneration for overtime worked between 06:00 and 24:00:

(b) double his ordinary rate of remuneration for overtime worked between 24:00 and 06:00:

Provided that chaps, grade D employees and drivers shall not qualify for overtime in respect of any week during which they have worked less than 45 hours, this figure being subject to *pro rata* reduction in respect of the following which occur during a particular week:

(i) A statutory public holiday;

(ii) absence with the permission or condonation of the employer: Provided that an employee who is aggrieved by the employer's non-condonation of his absence may appeal to a Regional Council against the employer's decision applied to him and the Regional Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case (in the event of the employee not being satisfied with the Regional Council's decision he may appeal against it to the National Council, whose decision shall be final);

(iii) the beginning of a new contract of employment.

CLAUSE 7: SUNDAY WORK

(1) *The right to work on Sundays:* No journeyman shall be required or permitted to work on a Sunday except to perform emergency work.

(2) *Pay for Sunday work:* Subject to the provisions of subclause (3) of this clause relating to journeymen, the employer of an employee who works on a Sunday shall either—

(a) pay the employee—

(i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or

(ii) if he so works for a period exceeding four hours, remuneration at a rate of not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(iv) telkens wanneer 'n werknemer gevra word om oortyd van meer as 10 uur te werk, moet sy werkgever minstens 48 uur kennis aan sodanige werknemer gee van die voorneme om sulke oortyd te werk.

(3) Ondanks andersluidende bepalings in hierdie klousule en behoudens subklousule (2) (b) van hierdie klousule mag daar van geen werkinkeladministrasiepersoneel vereis of hy toegelaat word om—

(a) oortyd in verband met voorraadopname vir meer as 15 uur in 'n bepaalde jaar of oor 'n tydperk van meer as 12 agtereenvolgende dae te werk nie;

(b) vir ander doeleindes as voorraadopname—

(i) meer as vier uur op 'n bepaalde dag;

(ii) meer as 30 uur in 'n bepaalde jaar;

(iii) op 'n Saterdag of openbare vakansiedag;

oortyd te werk nie:

Met dien verstande dat wanneer daar van 'n werknemer verwag word om oortyd te werk vir doeleindes van voorraadopname, die werkgever die betrokke werknemer nie minder as sewe dae skriftelike kennis gee van die voorneme om sulke oortyd te werk nie.

(4) Die minimum lone waarteen werknemers vir oortydwerk besoldig moet word, is soos volg:

(a) Een en 'n half maal sy gewone besoldiging vir oortyd gewerk tussen 06:00 en 24:00;

(b) twee maal sy gewone besoldiging vir oortyd gewerk tussen 24:00 en 06:00:

Met dien verstande dat skoonmaaksters, graad D-werknemers en drywers nie kwalifiseer vir oortydte ten opsigte van 'n week waarin hulle minder as 45 uur gewerk het nie, maar hierdie syfer is onderworpe aan 'n *pro rata*-vermindering indien van die volgende gedurende 'n bepaalde week voorkom:

(i) 'n Statutêre openbare vakansiedag;

(ii) afwesigheid met die toestemming of kondonering van die werkgever: Met dien verstande dat 'n werknemer wat reken dat hy veronreg word omdat sy werkgever nie sy afwesigheid wil kondoneer nie, by 'n Streekraad appél kan aanteken teen die werkgever se beslissing wat op hom van toepassing gemaak is, en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het (as die werknemer nie met die Streekraad se beslissing tevrede is nie, kan hy daarteen appél aanteken by die Nasionale Raad, wie se beslissing finaal is);

(iii) die begin van 'n nuwe dienskontrak.

KLOUSULE 7: SONDAGWERK

(1) *Die reg om op Sondae te werk:* Geen vakman verplig of toegelaat word om op 'n Sondag te werk nie, behalwe om noodwerk te verrig.

(2) *Besoldiging vir Sondagwerk:* Behoudens subklousule (3) van hierdie klousule betreffende vakmanne moet die werkgever van 'n werknemer wat op 'n Sondag werk, óf—

(a) die werknemer—

(i) as hy aldus vir hoogstens vier uur werk, minstens die gewone besoldiging betaal wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk; óf

(ii) as hy aldus vir meer as vier uur werk, minstens dubbel sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk of minstens dubbel die gewone besoldiging betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

(b) pay the employee remuneration at a rate of not less than one and a third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(3) Whenever any journeyman works on a Sunday his employer shall pay him at a rate of not less than double his normal hourly rate for every hour or part of an hour so worked.

CLAUSE 8: SHORT TIME

(1) Subject to the provisions of subclause (3) of this clause and notwithstanding anything to the contrary in this Agreement, an employer may employ his employees on short time: Provided that where such short time is due to slackness of trade and/or shortage of material, if an employee is required not to attend the establishment on a particular day, the employer shall notify him of the fact not later than the day immediately preceding the day on which he is not required to work, and where the employee is expressly required by the employer to report at the establishment on any particular day for the purposes of ascertaining whether work will be available, he shall, if no work or if work of less than four hours' duration is available, be paid not less than four hours' pay in respect of such day.

(2) In the event of short time being worked, an employer shall not be required to pay wages to his employees except for the period actually worked or as otherwise expressly provided for in subclause (1) of this clause.

(3) An employee may not be placed on short time on any of the days which are public holidays in terms of section 1 or declared as such under section 2 of the Public Holidays Act, 1994.

(4) An apprentice may not be placed on short time except with the approval of the Registrar of Manpower Training.

(5) In the event of any employee being placed on short time in excess of four weeks, the employer concerned shall provide the Regional Council with jurisdiction over the establishment with the following information in writing:

- (a) the names of all employees placed on short time;
- (b) the reasons for extending short time beyond four weeks;
- (c) the date upon which short time commenced; and
- (d) the estimated duration of short time.

(6) In the event of short time exceeding eight weeks the Regional Secretary shall report the matter to the Regional Council concerned.

CLAUSE 9: STAND-BY AND CALL-OUT ALLOWANCES

(1) *Stand-by allowances:* (a) An employer may require a journeyman to "stand-by" on any Saturday and/or Sunday: Provided that such journeyman shall be entitled to notice, in writing, of not less than one week to that effect.

(b) Whenever an employee is required to "stand-by" in terms of this clause, he shall be paid, irrespective of whether or not he is required to work whilst on "stand-by", a "stand-by" allowance of not less than R30 in respect of each day on which he is required to "stand-by": Provided that whenever he is required to work whilst on "stand-by" the "stand-by" allowance shall not be set off against remuneration payable in terms of this Agreement for such work.

(b) die werknemer minstens een en 'n derde maal sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae na sodanige Sondag een dag verlof toestaan en hom daarvoor minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde getal gewone werkkure vir daardie dag van die week gewerk het.

(3) Wanneer 'n vakman op 'n Sondag werk, moet sy werkgever hom minstens dubbel sy gewone uurloon betaal vir elke uur of gedeelte van 'n uur wat hy aldus gewerk het.

KLOUSULE 8: KORTTYD

(1) Behoudens subklousule (3) van hierdie klousule en ondanks andersluitende bepalings in hierdie Ooreenkoms, kan 'n werkgever sy werknemers korttyd laat werk: Met dien verstande dat waar sodanige korttyd te wyte is aan 'n handelslapte en/of 'n tekort aan materiaal en daar van 'n werknemer vereis word om nie op 'n bepaalde dag in die bedryfsinrigting teenwoordig te wees nie, die werkgever hom voor of op die dag onmiddellik voor die dag waarop daar van hom vereis word om nie te werk nie, van sodanige feit in kennis moet stel, en waar die werkgever uitdruklik van die werknemer vereis om hom op 'n bepaalde dag by die bedryfsinrigting aan te meld met die doel om vas te stel of daar werk beskikbaar is, moet hy, indien daar geen werk beskikbaar is nie of indien slegs werk vir minder as vier uur beskikbaar is, minstens vier uur se besoldiging vir sodanige dag betaal word.

(2) Waar daar korttyd gewerk word, is 'n werkgever nie verplig om lone aan sy werknemers te betaal nie, behalwe vir die tydperk wat hulle werklik gewerk het of soos uitdruklik anders in subklousule (1) van hierdie klousule bepaal.

(3) 'n Werknemer mag nie op 'n dag wat 'n openbare vakansiedag is kragtens artikel 1 of as sodanig verklaar is kragtens artikel 2 van die Wet op Openbare Vakansiedae, 1994, op 'n korttydgrondslag geplaas word nie.

(4) 'n Vakleerling mag nie op 'n korttydgrondslag geplaas word nie, behalwe met die goedkeuring van die Registrateur van Mannekragopleiding.

(5) In die geval van 'n werknemer wat vir meer as vier weke op korttyd geplaas word, moet die betrokke werkgever aan die Streekraad wat jurisdiksie het oor sy onderneming die volgende inligting skriftelik verskaf:

- (a) die name van alle werknemers wat op korttyd geplaas word;
- (b) die redes vir die verlengde korttyd van meer as vier weke;
- (c) die datum waarop korttyd begin het; en
- (d) die beoogde tydperk van die korttyd.

(6) Ingeval die korttyd agt weke oorskry, moet die Streeksekreteraris die saak aan die betrokke Streekraad rapporteer.

KLOUSULE 9: GEREEDHEIDS- EN ROEPTOELAE

(1) *Gereedheidstoelae:* (a) 'n Werkgever kan van 'n vakman vereis om "gereed" te wees op 'n Saterdag en/of Sondag mits sodanige vakman minstens een week daarvan skriftelik kennis gegee word.

(b) Indien 'n werknemer ingevolge hierdie klousule "gereed" moet wees, moet hy 'n "gereedheidstoelae" van minstens R30 ontvang vir elke dag waarop hy "gereed" moet wees, afgesien daarvan of daar van hom vereis word om te werk of nie terwyl hy hom "gereed" hou: Met dien verstande dat as hy moet werk terwyl hy "gereed" moet wees, die "gereedheidstoelae" nie afgetrek mag word van besoldiging wat vir sodanige werk ingevolge hierdie Ooreenkoms betaalbaar is nie.

(c) An employee who is required to "stand-by" shall present himself for duty within one hour of being called and where he fails so to present himself, the "stand-by" allowance shall be forfeited.

(2) *Call-out allowances:* (a) An employer may call out an employee to work prior to his normal starting or after his normal finishing time on any day of the week provided a call-out allowance of R30 is paid in each case in which such employee is so called out.

(b) An employee who is so called out shall present himself for duty within one hour of being called out.

(c) Whenever an employee is called out, the call-out allowance shall not be set off against remuneration payable in terms of this Agreement for such work.

CLAUSE 10: ANNUAL LEAVE AND ACCRUED LEAVE PAY

(1) For the purpose of this clause—

(a) "leave cycle" means the period during which an employee earns three weeks' leave in terms of subclause (2) of this cause;

(b) the terms "employment" and "shift" are deemed to include—

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

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

(ab) short time was worked; or

(ac) such shorter shifts were worked with the permission of the employer;

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

(aa) absent on paid leave in terms of this Agreement;

(ab) doing military service in terms of the Defence Act, 1957, to the extent of a maximum period of four months per year;

(ac) Absent from work on the instructions or at the request of his employer;

(ad) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any leave cycle;

(ae) absent from work on any of the public holidays referred to in clause 17 of Division A of this Agreement:

Provided that an employee who after the expiration of his annual leave terminates his employment by desertion shall have no claim in respect of subparagraph (ii) (aa) above;

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

(2) (a) Subject to the provisions of subclause (2) (b) (i) of this clause, three consecutive weeks' annual leave on full pay shall be granted to all employees, including apprentices, and trainees undergoing training under the Manpower Training Act, 1981, who have completed the period of continuous employment, as set out in the Schedule below, with the same employer since the date of their engagement or from the date on which their previous annual leave fell due, whichever is the later.

(c) 'n Werknemer wat "gereed" moet wees, moet homself vir diens aanmeld binne een uur nadat hy geroep is en as hy versuim om homself aan te meld, verbeur hy die "gereedheidstoelae".

(2) *Roep-toelae:* (a) 'n Werkgewer kan 'n werknemer vóór sy gewone aangaangstyd of ná sy gewone uitskeityd roep om te werk op enige dag van die week mits daar 'n roep-toelae van R30 betaal word in elke geval waar so 'n werknemer aldus geroep word.

(b) 'n Werknemer wat aldus geroep word, moet homself vir diens aanmeld binne een uur nadat hy geroep is.

(c) Indien 'n werknemer geroep word, mag die roep-toelae nie afgetrek word van besoldiging wat vir sodanige werk ingevolge hierdie Ooreenkoms betaalbaar is nie.

KLOUSULE 10: JAARLIKSE VERLOF EN BESOLDIGING VIR OPGELOPE VERLOF

(1) Vir die doeleindes van hierdie klousule—

(a) beteken "verlofsiklus" die tydperk waarin 'n werknemer drie weke verlof ingevolge subklousule (2) van hierdie klousule verdien;

(b) word die uitdrukkings "diens" en "skof" geag die volgende in te sluit:

(i) Skofte wat korter duur as dié wat ooreenkomstig hierdie Hoofstuk toegelaat word, omdat—

(aa) die werknemer laat op sy werkplek aangekom het, maar nie later as 'n halfuur nie; of

(ab) korttyd gewerk is; of

(ac) sodanige korter skofte met die toestemming van die werkgewer gewerk is;

(ii) skofte wat die betrokke werknemer gewoonlik sou gewerk het maar nie gewerk het nie omdat hy—

(aa) met verlof met besoldiging ingevolge hierdie Ooreenkoms afwesig was;

(ab) ingevolge die Verdedigingswet, 1957, militêre diens verrig het vir 'n maksimum van vier maande per jaar;

(ac) op las of op versoek van sy werkgewer van sy werk afwesig was;

(ad) weens siekte of 'n ongeluk van sy werk afwesig was vir 'n tydperk van altesaam hoogstens 30 dae in 'n verlofsiklus;

(ae) van sy werk afwesig was op enigiens van die openbare vakansiedae in klousule 17 van Afdeling A van hierdie Ooreenkoms bedoel:

Met dien verstande dat 'n werknemer wat sy diens na die verstryking van sy jaarlikse verlof beëindig deur te dros, geen eis ten opsigte van subparagraaf (ii) (aa) hierbo het nie;

(c) beteken "besoldiging" 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus 'n bonus wat gereeld aan die werknemer betaal word, en word die bedrag van sodanige bonus geag die gemiddelde bedrag te wees wat 'n werknemer ontvang het of wat hom toegekom het vir die 13 weke onmiddellik voor die datum waarop die werknemer met sy jaarlikse verlof gaan of sy diens beëindig, of, as hy minder as 13 weke gewerk het, die gemiddelde bedrag wat die werknemer ontvang het of wat hom toegekom het vir die getal voltooide weke wat hy werklik gewerk het.

(2) (a) Behoudens die bepalings van subklousule (2) (b) (i) van hierdie klousule moet drie agtereenvolgende weke jaarlikse verlof met volle besoldiging toegestaan word aan alle werknemers met inbegrip van vakleerlinge en kwekelinge wat ingevolge die Wet op Mannekragopleiding, 1981, opleiding ondergaan en wat sedert die datum van indiensneming of die datum waarop die vorige jaarlikse verlof verskuldig geword het, naamlik die jongste datum, die tydperk van ononderbroke diens wat in die Bylae hieronder gemeld word, by dieselfde werkgewer voltooi het.

(b) Subject to the provisions of subclause (2) (b) (i) of this clause, four weeks' annual leave on full pay shall be granted to all employees who on or after 1 December 1990 have completed 10 or more periods of continuous employment with the same employer, as set out in the Schedule below, since the date of engagement, subject to the following conditions:

(i) Annual leave may be split by mutual agreement between the employer and employee, provided that no intimidation is exercised to obtain such an agreement;

(ii) the provisions in this clause relating to accrued leave pay, shall apply *mutatis mutandis* in the case of employees who qualify for four weeks' annual leave.

(c) Weekly-paid employees: 261 shifts, excluding overtime.

(d) Monthly-paid employees: 12 months.

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

(a) the exigencies of the employer's business so require; or

(b) the employer and the employee so agree:

Provided that annual leave shall in no circumstances be taken more than two months before the due date, or delayed for more than four months after the due date unless the employee and the employer concerned have, before the expiration of such period of four months, agreed thereto, in writing, and shall not be delayed by more than six months after the due date.

(4) Pay for annual leave shall be calculated at the rate of remuneration which the employee is receiving at the date on which he proceeds on his annual leave: Provided that this shall not be less than the rate prescribed in this Chapter for the category of employee concerned, and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(5) If any of the paid public holidays referred to in clause 17 of Division A of this Agreement falls on a working day within the period of leave of an employee, the employer shall either—

(a) add one working day on full pay to the said period of leave in respect of each said public holiday; or

(b) pay such employee one normal day's pay in lieu of leave on the pay-day immediately following such employee's period of leave.

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

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

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

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

(b) Behoudens die bepalings van subklousule (2) (b) (i) van hierdie klousule moet vier weke verlof met volle besoldiging toegestaan word aan alle werknemers wat op of na 1 Desember 1990, 10 of meer tydperke van aaneenlopende diens, uiteengesit in die Bylae hieronder, by dieselfde werkgever voltooi het sedert die datum van indiensneming, onderworpe aan die volgende voorwaardes:

(i) Jaarlikse verlof mag verdeel word deur wedersydse ooreenkoms tussen die werkgever en werknemer: Met dien verstande dat geen intimidasie plaasgevind het om so 'n ooreenkoms te verkry nie;

(ii) die bepalings van hierdie klousule met betrekking tot opgehoopte verlofgelde, is *mutatis mutandis* van toepassing op werknemers wat vir vier weke verlof kwalifiseer.

(c) Weekliks besoldigde werknemers: 261 skofte, uitgesonderd oortydwerk.

(d) Maandeliks besoldigde werknemers: 12 maande.

(3) Jaarlikse verlof kom die werknemer toe sodra hy die kwalifiserende tydperk in subklousule (2) van hierdie klousule vermeld, voltooi het, maar dit kan geneem word voordat dit verskuldig word indien—

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

(b) die werkgever en die werknemer aldus ooreenkoms:

Met dien verstande dat jaarlikse verlof in geen omstandighede meer as twee maande voor die verskuldigde datum geneem of langer as vier maande na die verskuldigde datum uitgestel mag word nie, tensy die betrokke werknemer en werkgever voor die verstryking van sodanige tydperk van vier maande, skriftelik daarvoor ooreengekom het, en dat dit nie langer as ses maande na die verskuldigde datum uitgestel mag word nie.

(4) Besoldiging vir jaarlikse verlof moet bereken word teen die skaal van besoldiging wat die werknemer ontvang op die datum waarop hy sy jaarlikse verlof neem: Met dien verstande dat dit nie minder mag wees nie as die skaal wat in hierdie Hoofstuk vir die betrokke kategorie werknemer voorgeskryf is, en die werkgever moet dit aan hom betaal op die laaste werkdag voordat sy verlof begin.

(5) As enigeen van die openbare vakansiedae met besoldiging in klousule 17 van Afdeling A van hierdie Ooreenkoms bedoel, op 'n werkdag binne die tydperk van verlof van 'n werknemer val, moet die werkgever—

(a) of een werkdag met volle besoldiging by genoemde tydperk van verlof voeg vir elke sodanige openbare vakansiedag met besoldiging;

(b) of 'n gewone dag se besoldiging aan die betrokke werknemer in plaas van verlof betaal op die betaaldag wat onmiddellik na sodanige werknemer se verlof volg.

(6) (a) Jaarlikse verlof mag nie saamval met 'n werknemer se diensopseggingstermyn nie en ook nie, tensy die werknemer dit skriftelik versoek, met 'n tydperk waarin hy militêre diens ingevolge die Verdedigingswet, 1957, verrig nie.

(b) 'n Tydperk waarin 'n werknemer met siekteverlof is, moet nie geag word deel van sodanige werknemer se jaarlikse verlof uit te maak nie.

(7) Geen werknemer mag sy gewone beroep gedurende sy verlof beoefen nie en geen werkgever mag van 'n werknemer vereis of hom wetens toelaat om gedurende sy verlof in die Nywerheid te werk nie.

(8) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrae wat aan 'n werkgever verskuldig is, by wyse van skuldvergelyking van verlofbesoldiging afgetrek word nie.

(9) On the termination of the services of an employee who has qualified for annual leave in terms of subclause (2) of this clause but who has not been granted or has not taken his leave at the date of such termination, an amount of leave pay calculated in accordance with the provisions of subclause (10) of this clause shall be paid by his employer.

(10) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of subclause (2) of this clause, shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed span of employment from the date of beginning work with the employer or from the date on which his last leave became due, whichever is the later. For the purposes of this subclause, "span" means the number of shifts normally worked by the employee in a week.

(Note: Accrued leave pay is calculated by multiplying three weeks' wages by the fraction of a year worked, thus—

for six months' employment, leave pay is $\frac{1}{2} \times$ three weeks' pay;

for 13 weeks' employment leave pay is $\frac{1}{4} \times$ three weeks' pay;

for five weeks' employment, leave pay is $\frac{5}{13} \times$ three weeks' employment.

To arrive at three weeks' pay for a monthly-paid employee, multiply the monthly pay by $\frac{13}{13}$. Thus for a monthly-paid employee the leave pay accrued in—

six months is $\frac{1}{2} \times \frac{13}{13} \times$ one month's pay;

13 weeks is $\frac{1}{4} \times \frac{13}{13} \times$ one month's pay;

five weeks is $\frac{5}{13} \times \frac{13}{13} \times$ one month's pay.)

(11) In the case of all employees the accrued leave pay referred to in subclause (10) of this clause shall be paid direct to the employee on termination of service.

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

(13) An employer may at any time, but not more than once in any period of 12 consecutive months, close his establishment for the purpose of granting his employees annual leave as prescribed by this clause, and where at the date of the closing of the establishment any employee is not entitled to the full prescribed period of annual leave, the employer shall pay him an amount calculated on the basis laid down in subclause (10) of this clause as if his employment had terminated, plus remuneration in respect of any paid public holidays which fall within the period when the establishment is closed and are required to be added to an employee's annual leave in terms of subclause (5) of this clause, at a rate of not less than what he would normally have received for his ordinary working hours for that day of the week.

CLAUSE 11: ADDITIONAL HOLIDAY PAY

(1) All employees employed in registered automotive engineering establishments shall be entitled to additional holiday pay.

(9) By diensbeëindiging van 'n werknemer wat vir jaarlikse verlof kragtens subklousule (2) van hierdie klousule kwalifiseer maar aan wie verlof nie toegestaan is of wat sy verlof nie voor die datum van sodanige beëindiging geneem het nie, moet die werkgever hom verlofbesoldiging betaal wat in ooreenstemming met subklousule (10) van hierdie klousule bereken word.

(10) 'n Werknemer wat ontslaan word of sy diens verlaat voordat hy ingevolge subklousule (2) van hierdie klousule vir jaarlikse verlof kwalifiseer, is geregtig op besoldiging vir opgelope verlof gelyk aan drie twee-en-vyftigstes van een week se besoldiging vir elke voltooide diensspan vanaf die datum waarop hy by die werkgever in diens getree het of vanaf die datum waarop sy laaste verlof verskuldig geword het, naamlik die jongste datum. Vir die toepassing van hierdie subklousule, beteken "diensspan" die getal skofte wat 'n werknemer gewoonlik in 'n week werk.

(Opmerking: Besoldiging vir opgelope verlof word bereken deur drie weke se loon te vermenigvuldig met die gedeelte van 'n jaar gewerk, aldus:

Vir ses maande diens is die verlofbesoldiging $\frac{1}{2} \times$ drie weke se besoldiging;

vir 13 weke diens is die verlofbesoldiging $\frac{1}{4} \times$ drie weke se besoldiging;

vir vyf weke diens is die verlofbesoldiging $\frac{5}{13} \times$ drie weke se besoldiging.

Om drie weke se besoldiging vir 'n maandelikse besoldigde werknemer te bereken, moet die maandelikse besoldiging met $\frac{13}{13}$ vermenigvuldig word. Wat vir 'n maandeliks besoldigde werknemer betref, is die verlofbesoldiging opgeloopt in—

ses maande, dus $\frac{1}{2} \times \frac{13}{13} \times$ een maand se besoldiging;

13 weke, dus $\frac{1}{4} \times \frac{13}{13} \times$ een maand se besoldiging;

vyf weke, dus $\frac{5}{13} \times \frac{13}{13} \times$ een maand se besoldiging.)

(11) In die geval van alle werknemers moet die besoldiging vir opgelope verlof in subklousule (10) van hierdie klousule bedoel regstreeks aan die werknemer by diensbeëindiging betaal word.

(12) Besoldiging vir opgelope verlof wat deur 'n werkgever gehou word namens 'n werknemer wat weens gesondheidsredes of ander ongeskiktheid nie meer sy beroep kan voortsit nie, word onmiddellik aan die werknemer betaal, en geld vir opgelope verlof wat verskuldig is aan 'n werknemer wat in die loop van sy diens te sterwe kom, word onmiddellik aan sy boedel betaalbaar.

(13) 'n Werkgever kan te eniger tyd, maar hoogstens één maal in 'n tydperk van 12 agtereenvolgende maande, sy bedryfsinrigting sluit ten einde sy werknemers jaarlikse verlof toe te staan soos in hierdie klousule voorgeskryf, en waar 'n werknemer op die sluitingsdatum van die bedryfsinrigting nie op die volle voorgeskrewe jaarlikse verlof geregtig is nie moet die werkgever hom 'n bedrag betaal wat bereken word op die grondslag in subklousule (10) van hierdie klousule voorgeskryf, asof sy diens beëindig is, plus besoldiging teen minstens die loon wat hy gewoonlik vir sy gewone werkure vir daardie dag van die week sou ontvang het, vir alle openbare vakansiedae met besoldiging wat binne die tydperk val waarin die bedryfsinrigting gesluit is en wat ingevolge subklousule (5) van hierdie klousule by 'n werknemer se jaarlikse verlof gevoeg moet word.

KLOUSULE 11: ADDISIONELE VAKANSIEBESOLDIGING

(1) Alle werknemers in diens by geregistreerde motoringe-nieursinrigtings, is geregtig op addisionele vakansiebesoldiging.

(2) Every employer shall in respect of every grade 7 and grade 8 employee employed by him pay additional holiday pay of R19,50 for each week of employment in the case of a grade 7 employee and R21,50 for each week of employment in the case of a grade 8 employee: Provided that—

(i) where a grade 7 or grade 8 employee received or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall, subject to the provisions of subclause (1) (b) (ii) (ad) of the definition of "shift" at the beginning of clause 10 of this Chapter, be payable on behalf of such employee in respect of that week; and

(ii) where in any leave cycle a grade 7 or grade 8 employee has been absent from work through illness or accident for 30 shifts, his employer may reduce the additional holiday pay by one fifth of the weekly amount payable, in respect of each further day of absence through illness or accident.

(3) Subject to the provisions of subclause (4) of this clause, the amounts payable in terms of subclause (2) of this clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees concerned and the amount of the additional holiday pay being sent for each such employee, to the secretary of the Regional Council in whose area of jurisdiction the establishment is situated.

(Note:

1. Forms prepared specifically for the inclusion of the details required by this subclause are obtainable on application from the secretary of the Regional Council concerned.

2. Notwithstanding the provisions of subclause (2) of this clause, an employer may apply to the Regional Council concerned for an exemption in terms of which such additional holiday pay may be paid direct to the employee when he proceeds on annual leave.)

(4) In cases where a grade 7 or grade 8 employee has been absent from work for the reason specified under subclause (2) (a) of this clause, the additional holiday pay in terms of subclause (2) of this clause shall be paid by the employer direct to the beneficiary on or before each pay-day falling within his period of absence.

(5) The additional holiday pay payable by employers in terms of subclause (2) of this clause shall be payable by the Council to grade 7 and grade 8 employees when they proceed on annual leave, and application for it shall be lodged with the secretary of the Regional Council concerned at least two weeks before the beneficiary's leave is due to begin.

(6) An employer shall pay additional holiday pay to all employees, other than grade 7 and grade 8 employees, by mutual agreement as follows:

(a) On completion of 12 months' service; or

(b) at commencement of the employees annual leave; or

(c) not later than the 20th day of December of each year.

Provided that in the event of agreement not having been reached between the employer and his employee, the payment shall be made to the employee on completion of his leave cycle.

(2) Elke werkgewer moet ten opsigte van elke graad 7- en graad 8-werknemer wat by hom in diens is, addisionele vakansiebesoldiging van R19,50 vir elke week diens in die geval van 'n graad 7-werknemer en R21,50 vir elke week diens in die geval van 'n graad 8-werknemer betaal: Met dien verstande dat—

(i) waar 'n graad 7- of graad 8-werknemer minder as altesaam 23 uur in 'n week loon ontvang het of daarop geregtig is, geen addisionele vakansiebesoldiging behoudens subklousule (1) (b) (ii) (ad) van die omskrywing van "skof" aan die begin van klousule 11 van hierdie Hoofstuk namens sodanige werknemer vir daardie week betaalbaar is nie; en

(ii) waar 'n graad 7- of graad 8-werknemer in 'n verlofsiklus weens siekte of 'n ongeluk vir 30 skofte van sy werk afwesig was, sy werkgewer die addisionele vakansiebesoldiging met een vyfde van die weeklikse bedrag betaalbaar kan verminder vir elke verdere dag afwesigheid weens siekte of 'n ongeluk.

(3) Behoudens subklousule (4) van hierdie klousule moet die werkgewer die bedrae wat ingevolge subklousule (2) van hierdie klousule betaalbaar is, maandeliks en wel voor of op die 10de dag van die maand wat onmiddellik volg op dié waarop sodanige bedrae betrekking het, saam met 'n skriftelike verklaring van die name van die betrokke werknemers en die bedrag van die addisionele vakansiebesoldiging wat vir elke sodanige werknemer gestuur word, stuur aan die sekretaris van die Streekraad in wie se regsgebied sy bedryfsinrigting geleë is.

(Opmerking:

1. Vorms wat spesiaal opgestel is vir insluiting van die besonderhede deur hierdie subklousule vereis, is op aansoek verkrygbaar van die sekretaris van die betrokke Streekraad.

2. Ondanks die bepalings van subklousule (2) van hierdie klousule, mag 'n werkgewer aansoek doen by die betrokke Streekraad om vrystelling ingevolge waarvan die addisionele vakansiebesoldiging direk aan die werknemer betaal mag word wanneer hy met verlof gaan.)

(4) In gevalle waar 'n graad 7- of graad 8-werknemer weens die redes in subklousule (2) (a) van hierdie klousule gespesifiseer van die werk afwesig was, moet addisionele vakansiebesoldiging ingevolge subklousule (2) van hierdie klousule deur die werkgewer regstreeks aan die bevoordeelde betaal word voor of op elke betaaldag wat binne sy tydperk van afwesigheid val.

(5) Die addisionele vakansiebesoldiging wat ingevolge subklousule (2) van hierdie klousule deur werkgewers betaalbaar is, moet deur die Raad aan graad 7- en graad 8-werknemers betaal word wanneer hulle met hul jaarlikse verlof gaan, en aansoek daarom moet minstens twee weke voordat die bevoordeelde se verlof begin by die sekretaris van die betrokke Streekraad ingedien word.

(6) 'n Werkgewer sal addisionele vakansiebesoldiging aan al sy werknemers betaal behalwe graad 7- en graad 8-werknemers onderworpe aan onderlinge ooreenkoms soos volg:

(a) By voltooiing van 12 maande diens; of

(b) met die aanvang van die werknemer se jaarlikse verlof; of

(c) nie later as die 20ste dag van Desember van elke jaar:

Met dien verstande dat in die geval waar ooreenkoms nie tussen die werkgewer en werknemer bereik is nie, die bonus by voltooiing van die werknemer se verlofsiklus aan hom betaalbaar is.

(7) Subject to the provisions of subclauses (8), (9) and (10) of this clause, the amount of the additional holiday pay referred to in subclause (6) of this clause shall be two weeks' wages calculated at the rate the employee is earning when he goes on leave.

(8) An employer shall be entitled to deduct from the additional holiday pay due to employees other than grade 7 and grade 8 employees in terms of subclause (7) of this clause one fifty-secondth of the amount referred to, for each week during which the employee does not work a full five shifts: Provided, however, that no deduction shall be made in respect of weeks during which—

(a) the employee has been absent on sick leave and has produced a medical certificate to the employer;

(b) the employee has been absent owing to the occurrence of one of the public holidays referred to in clause 17 of Division A of this Agreement.

(9) Where an employee other than grade 7 and grade 8 employees leaves the services of his employer before qualifying for additional holiday pay, such employee shall be paid a *pro rata* portion of his additional holiday pay on termination of service.

(10) Subject to the provisions of clause 14 (4) of the Administrative Agreement, no deductions from additional holiday pay shall be made as a set-off against any moneys which may be owing to the employer.

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

(12) All amounts received in respect of additional holiday pay shall be placed in a special account operated by Regional Councils.

(13) Except as otherwise provided in this clause, additional holiday pay held on behalf of an employee shall be paid to him—

(a) if he leaves the Industry, on the expiration of 52 weeks calculated from the date on which the additional holiday pay commenced to accrue;

(b) while he is employed in the Industry, when he proceeds on annual leave,

or earlier, at the discretion of the Regional Council concerned.

(14) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in clause 33 of the Administrative Agreement, from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

CLAUSE 12: SUPPLY OF OVERALLS

(1) Every employer shall supply, free of charge, to each of his employees, other than chars, watchmen, drivers and general workers, three first-grade overalls during each yearly cycle of employment: Provided that two overalls are supplied at the beginning of the cycle and the third overall after six months' employment.

(7) Behoudens subklousules (8), (9) en (10) van hierdie klousule is die bedrag van die addisionele vakansiebesoldiging wat in subklousule (6) van hierdie klousule bedoel word, twee weke se loon bereken teen die loon wat die werknemer ontvang wanneer hy met verlof gaan.

(8) 'n Werkgewer kan een twee-en-vyftigste van die addisionele vakansiebesoldiging wat ingevolge subklousule (7) van hierdie klousule aan werknemers behalwe graad 7- en graad 8-werknemers verskuldig is, aftrek vir elke week wat die werknemer nie 'n volle vyf skofte werk nie: Met dien verstande egter dat geen bedrag afgetrek mag word nie vir weke waartydens—

(a) die werknemer met siekteverlof van sy werk afwesig was en 'n doktersertifikaat aan die werkgewer voorgelê het;

(b) die werknemer afwesig was op een van die openbare vakansiedae wat in klousule 17 van Afdeling A van hierdie Ooreenkoms bedoel word.

(9) Waar 'n werknemer behalwe graad 7- en graad 8-werknemers die diens van sy werkgewer verlaat voordat hy vir die addisionele vakansiebesoldiging kwalifiseer, moet 'n *pro rata*-gedeelte van sy addisionele vakansiebesoldiging by diensbeëindiging aan sodanige werknemer betaal word.

(10) Behoudens die bepalings van klousule 14 (4) van die Administratiewe Ooreenkoms, mag geen bedrag by wyse van skuldvergelyking vir geld wat aan die werkgewer verskuldig is, van die addisionele vakansiebesoldiging afgetrek word nie.

(11) Addisionele vakansiebesoldiging wat deur 'n Streekraad of 'n werkgewer namens 'n werknemer gehou word wat om gesondheidsredes of ander ongeskiktheid nie in staat is om sy beroep voort te sit nie, word onmiddellik aan die werknemer betaalbaar, en addisionele vakansiebesoldiging verskuldig aan 'n werknemer wat in die loop van sy diens sterf, word onmiddellik aan sy boedel betaalbaar.

(12) Alle bedrae wat ten opsigte van addisionele vakansiebesoldiging ontvang word, moet gestort word in 'n spesiale rekening wat Streekraade hanteer.

(13) Behoudens andersluidende bepalings in hierdie klousule, moet addisionele vakansiebesoldiging wat namens 'n werknemer gehou word—

(a) indien hy die Nywerheid verlaat, aan hom betaal word by verstryking van 52 weke, bereken vanaf die datum waarop die verlofbesoldiging begin oploop het;

(b) terwyl hy nog in die Nywerheid werksaam is, aan hom betaal word wanneer hy met sy jaarlikse verlof gaan,

of eerder, na goeddunke van die betrokke Streekraad.

(14) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers voorgeskryf by klousule 33 van die Administratiewe Ooreenkoms vanaf sodanige 15de dag tot die dag waarop betalings in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na goeddunke betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

KLOUSULE 12: VERSKAFFING VAN OORPAKKE

(1) Elke werkgewer moet aan elkeen van sy werknemers, uitgesonderd skoonmaaksters, wagte, drywers en algemene werkers, drie eerstegraadse oorpakke gedurende elke jaarlikse dienssiklus gratis verskaf: Met dien verstande dat twee oorpakke aan die begin van die siklus verskaf word en die derde oorpak na ses maande diens.

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

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

(4) *Ownership:* The employer remains the owner of any item supplied to an employee by him free of charge in terms of this clause.

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

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

(6) *Protective clothing:* Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with any applicable prescriptions promulgated in terms of the Machinery and Occupational Safety Act, 1983.

CLAUSE 13: SUPPLY OF TOOLS

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

- Electrical and/or pneumatic drilling machines;
- benches and vices;
- jacks and trestles;
- emery wheels;
- blocks and tackles or cranes;
- grease guns or other greasing apparatus;
- extension lights with a maximum of one globe per month;
- waste or sweat rags;
- means for cleaning greasy parts;
- hacksaw blades;
- 203 mm files and over;
- one mechanic's cradle in respect of each journeyman motor mechanic employed in the employer's workshop;
- trimmers' sewing machines;
- stud extractors;
- drills of over 9,525 mm;
- reamers of all sizes;
- screwing tackles;
- stocks and dies and taps;
- blow lamps;
- all special spanners;
- hammers of 1 361 g and over;
- Stillson wrenches over 305 mm;
- wringing irons;
- large soldering irons;
- rivet sets;
- valve seat cutters;
- valve grinding compounds;
- micrometers;
- hydrometers and electrical testing and fault-finding apparatus;
- blacksmith's tools;
- other such tools as are customarily supplied by employers.

(2) *Was en stryk van kledingstukke:* Werknemers wat ingevolge hierdie Ooreenkoms van kledingstukke voorsien word, moet sodanige kledingstukke in 'n skoon toestand hou.

(3) Vir die toepassing van hierdie klousule beteken "jaar-siklus diens" 'n tydperk van 12 maande ononderbroke diens by dieselfde werkgever, wat bereken moet word vanaf die datum van indienstreding by sodanige werkgever.

(4) *Eiendomsreg:* Die werkgever bly die eienaar van elke kledingstuk wat hy ooreenkomstig hierdie klousule gratis aan 'n werknemer verskaf het.

(5) *Byhou van register:* (a) Elke werkgever wat kledingstukke ooreenkomstig hierdie klousule aan werknemers verskaf, moet 'n register byhou wat te alle tye ter insae beskikbaar is en waarin die name van al die betrokke werknemers, die datum waarop die kledingstukke aan hulle uitgereik is en die getal kledingstukke wat uitgereik is, met ink aangeteken moet word.

(b) Die handtekening van die betrokke werknemers by elke aantekeninge ooreenkomstig die vorige paragraaf, is bewys dat die werknemer sodanige kledingstukke ontvang het.

(6) *Beskermende klere:* Werkgewers moet aan hul werknemers gratis persoonlike beskermende uitrustings en/of klere verskaf ooreenkomstig enige toepaslike voorskrifte uitgevaardig kragtens die Wet op Masjinerie en Beroepsveiligheid, 1983.

KLOUSULE 13: VERSKAFFING VAN GEREEDSKAP

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

- Elektriese en/of druklugboormasjiene;
- banke en bankskroewe;
- domkragte en bokke;
- skuurwiele;
- katrolstelle of hyskrane;
- ghriesspuite of ander ghriesapparaat;
- verlengligte met 'n maksimum van een gloeilamp per maand;
- poets- of sweetlappe;
- middels vir die skoonmaak van olierige onderdele;
- ystersaaglemme;
- vyle van 203 mm en langer;
- een werktuigkundige se wieg vir elke vakmanmotor-werktuigkundige wat in die werkgever se werkwinkel werksaam is;
- stoffsnaaimasjiene;
- tapbotttrekkers;
- bore van meer as 9,525 mm;
- ruimers van alle groottes;
- skroefsnijgereedskap;
- stokke en snymoere en snytappe;
- blaaslampe;
- alle spesiale moersleutels;
- hamers van 1 361 g en swaarder;
- Stillson-moersleutels van meer as 305 mm;
- wringysters;
- groot soldeerboutte;
- klinknaelstelle;
- klepbeddingfrese;
- klepslypmengsel;
- mikrometers;
- hidrometers en elektriese toets- en defekopspringsapparaat;
- grofsmidgereedskap;
- ander stukke gereedskap wat gewoonlik deur werk-gewers verskaf word.

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

(3) (a) An employer shall pay each of his apprentices who supplies his own tools a tool allowance of R7,50 per week in addition to his normal remuneration, except in the case of apprentice spraypainters who must each be paid 75c per week in addition to his normal remuneration.

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

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

(d) (i) Every employer shall insure the tools belonging to each of his journeymen and apprentices for the replacement value, up to a maximum of R7 000 per employee, against loss through fire and/or theft by forced entry into his premises. The maximum amount of insurance shall be determined after a proper inventory of tools in his possession has been submitted by the employee to the employer. The maximum amount of actual insurance is to be review from time to time as and when the inventory of tools changes.

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

(iii) Any loss through fire or theft of the nature referred to in subparagraph (i) in excess of the replacement value up to a maximum of R7 000 per employee shall be borne by the employee concerned.

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

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

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

(4) The tools referred to in subclause (3) (a), (c) and (d) of this clause are the tools listed for the category of employee concerned in Annexure C to this Agreement.

CLAUSE 14: CERTIFICATE OF SERVICE

The certificate of service referred to in clause 17 of the Administrative Agreement shall, in the case of an operative, grade A, operative, grade B or operative, grade C employed in a registered automotive engineering establishment, be in the form of Annexure A to this Agreement.

(2) In die geval van 'n werknemer wat herhalingswerk verrig wat 'n groot aantal bore of vyle of derglike stukke breekbare gereedskap vereis, moet sodanige stukke gereedskap deur die werkgever verskaf word.

(3) (a) 'n Werkgever moet aan elkeen van sy vakleerlinge wat sy eie gereedskap verskaf, 'n gereedskapstoelae van R7,50 per week benewens sy gewone besoldiging betaal, behalwe in die geval van vakleerlingspuitverwers aan elkeen van wie benewens sy gewone besoldiging 75c per week betaal moet word.

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

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

(d) (i) Elke werkgever moet die gereedskap wat aan elkeen van sy vakmanne en vakleerlinge behoort teen verlies as gevolg van 'n brand by sy perseel of weens diefstal deur inbraak in sy perseel vir die vervangingswaarde tot 'n maksimum van R7 000 per werknemer verseker. Die maksimum bedrag van die versekering moet bepaal word nadat die werknemer 'n behoorlike inventaris van die gereedskap in sy besit aan die werkgever voorgelê het. Die maksimum bedrag van die werklike versekering moet van tyd tot tyd hersien word namate die inventaris van die gereedskap gewysig word.

(ii) Ingeval daar van die gereedskap waarvoor die werknemer verantwoordelik is, verlore raak, vermis word of nie beskikbaar is nie om 'n ander rede as dié in subparagraaf (i) van hierdie subklousule bedoel, moet die betrokke werknemer daar en dan sodanige gereedskap op eie koste vervang, vernuwe of opknap.

(iii) Verlies as gevolg van brand of diefstal van die aard in subparagraaf (i) bedoel wat meer is as die vervangingswaarde tot 'n maksimum van R7 000 per werknemer, moet deur die betrokke werknemer gedra word.

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

(f) 'n Werknemer wat minder as 23 uur in 'n week werk, is nie ten opsigte van sodanige week geregtig op 'n gereedskapstoelae soos in hierdie klousule bepaal nie.

(g) Paragrawe (b) en (f) van hierdie subklousule is *mutatis mutandis* van toepassing op vakleerlinge wat kragtens paragraaf (a) op 'n gereedskapstoelae geregtig is.

(4) Die gereedskap in subklousule (3) (a), (c) en (d) van hierdie klousule bedoel, is dié wat in Aanhangsel C van hierdie Ooreenkoms vir die betrokke kategorie werknemer voorkom.

KLOUSULE 14: DIENSSERTIFIKAAT

Die dienssertifikaat in klousule 17 van die Administratiewe Ooreenkoms bedoel, moet in die geval van 'n werkmansgraad A, werkmansgraad B of werkmansgraad C in diens in 'n geregistreerde motoringenieursinrigting in die vorm van Aanhangsel A van hierdie Ooreenkoms wees.

CLAUSE 15: TRADING HOURS

(1) No employer shall open or keep open or permit to be open to the public on any Sunday, or earlier than 06:00 or later than 23:00 on any other day of the week or earlier than 06:00 or later than 18:00 on any Saturday, any establishment or part of an establishment in which automotive engineering is normally carried on.

(2) No employer shall permit automotive engineering to be carried on after 18:00 hours on any Saturday or during any Sunday unless such automotive engineering constitutes emergency work as defined in this Agreement.

CHAPTER V**RECONDITIONING ESTABLISHMENTS****CLAUSE 1: SCOPE OF APPLICATION AND REGISTRATION**

(1) The provisions of this Chapter and all of the provisions of Divisions A and B shall apply to reconditioning establishments registered as such by the Council; Provided that where provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.

(2) (a) Application for registration as a reconditioning establishment for purposes of this Chapter shall be made by the employer to the Council or the Regional Council having jurisdiction in such form as may be prescribed, and the Council may, in its discretion, register the establishment concerned for such period and subject to such terms and conditions as it may determine and shall issue the employer with a certificate to the effect.

(b) The Council may at any time withdraw or vary the terms of a certificate issued under paragraph (a) of this subclause and the employer shall, when so required, in writing, return the certificate to the Council within 10 days after receipt of such written notification.

(c) An employer whose reconditioning establishment is not registered under paragraph (a) of this subclause shall in respect of such establishment be subject to the provisions of Chapter I of Division C of this Agreement.

CLAUSE 2: DEFINITIONS

For the purposes of this Chapter—

(1) **"armature winder"** (grade 5 employee) means an employee who is mainly or exclusively engaged on any of the operations involved in the reconditioning or the rewinding of field coils, armatures and/or alternator rotors and stators, other than the final testing of these components or the skimming of commutators (this means the final testing and skimming remain part of a journeyman's work);

(2) **"brake drum skimmer"** (grade 2 employee) means an employee who mainly or exclusively machines brake drums and/or discs and/or flywheels and who uses measuring instruments and/or may set and adjust lathes for this purpose;

(3) **"char"** (grade 1 employee) means an employee mainly or exclusively employed in any one or more of the following duties:

Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;

dusting of vehicles;

franking of mail, placing of letters in envelopes, collection and delivery of mail and other documentation;

making and/or serving tea or similar beverages;

preparing and/or serving food not for sale to the public;

washing of motor vehicles;

KLOUSULE 15: BESIGHEIDSURE

(1) Geen werkgever mag 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin motoringenieurswerk gewoonlik verrig word, op Sondag, of voor 06:00 of na 23:00 op 'n ander dag van die week, of voor 06:00 of na 18:00 op Saterdag, vir die publiek oopmaak, oophou of toelaat dat dit oop is nie.

(2) Geen werkgever mag toelaat dat motoringenieurswerk later as 18:00 op Saterdag, of gedurende Sondag verrig word nie, tensy dit noodwerk is soos in hierdie Ooreenkoms omskryf.

HOOFSTUK V**VERNUWINGSINRIGTINGS****KLOUSULE 1: TOEPASSINGSBESTEK EN REGISTRASIE**

(1) Die bepalings van hierdie hoofstuk en al die bepalings van Afdelings A en B is van toepassing op vernuwingsinrigtings wat as sodanig by die Raad geregistreer is: Met dien verstande dat, waar die bepalings van Afdelings A en B strydig is met die bepalings van hierdie Hoofstuk, laasgenoemde geldig is en voorkeur moet geniet.

(2) (a) Die werkgever moet, vir die toepassing van hierdie Hoofstuk, by die Raad of die Streekraad met regsbevoegdheid aansoek om registrasie as 'n vernuwingsinrigting doen in die vorm wat voorgeskryf word, en die Raad kan na goeddunke die betrokke inrigting registreer vir dié tydperk en op die voorwaardes wat hy bepaal en 'n sertifikaat met hierdie strekking aan die werkgever uitreik.

(b) Die Raad kan 'n sertifikaat wat kragtens paragraaf (a) van hierdie subklousule uitgereik is te eniger tyd intrek of die voorwaardes daarvan wysig, en die werkgever moet, wanneer dit skriftelik van hom vereis word, die sertifikaat binne 10 dae na ontvangs van sodanige skriftelike kennisgewing aan die Raad terugbesorg.

(c) 'n Werkgever wie se vernuwingsinrigting nie ingevolge paragraaf (a) van hierdie subklousule geregistreer is nie, is ten opsigte van sodanige inrigting onderworpe aan die bepalings van Hoofstuk I van Afdeling C van hierdie ooreenkoms.

KLOUSULE 2: WOORDOMSKRYWING

Vir die doeleindes van hierdie Hoofstuk beteken—

(1) **"ankerwikkelaar"** (graad 5-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik betrokke is by enig-een van die werksaamhede met betrekking tot die vernuwing of die herwikkeling van veldspoele of ankers en/of alternatorrotors en stators, maar nie die finale toetsing van hierdie komponente of die skil van kommutators nie (dit beteken dat finale toetsing en skil deel van vakmanswerk bly);

(2) **"remtrommelskiller"** (graad 2-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik remtrommels en/of -skrywe en/of vliegwiels masjineer en wat meetinstrumente gebruik en/of wat draaibanke vir hierdie doel kan stel en regstel;

(3) **"skoonmaker"** (graad 1-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte uitvoer:

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

voertuie afstof;

posstukke frankeer, briewe in koeverte plaas, posstukke en ander dokumentasie afhaal en aflewer;

tee of soortgelyke drankte berei en/of bedien;

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

motorvoertuie was;

(4) **"clutch cover assembly setter"** (grade 5 employee) means an employee who under the supervision of a journeyman or apprentice or trainee registered in terms of the Manpower Training Act is engaged in the following duties in an establishment registered in terms of Chapter V of Division C of this Agreement:

Assembly of clutch assemblies, including final adjustments to specifications and the use of measuring instruments;

(5) **"general worker"** (grade 2 employee) means —

(a) in relation to all establishments, an employee who is mainly or exclusively engaged on any of the following duties:

Accepting written orders in return for goods delivered outside the employer's premises;

affixing printed or ready addressed labels to bottles, boxes, bales or other packages;

applying adhesives, belt dressings, deadener materials or anti-corrosive coatings (excluding primer, surfaces and finishing coats), putty, sealing compounds for purposes of dust-proofing and/or waterproofing;

applying and removing sash clamps, G-clamps, toggle clamps and battery hold-down clamps;

assembling and/or repairing motor-assisted pedal cycles and pedal-assisted motor cycles;

assembling, packing and mass-measuring goods in accordance with instructions and/or packing slips;

assisting on delivery vans;

attending to boilers;

carrying goods;

cementing tyres;

checking and/or recording identification marks on goods;

cleaning by hand, brush, machine or picking, or degreasing;

cleaning moulds;

closing or opening bales, boxes or other packages;

collecting spares on employer's requisition;

compounding in connection with the painting of motor vehicles;

conveying on foot, by bicycle, by tricycle, or by hand-propelled vehicle, goods, letters or messages;

cooking of rations;

counting and recording the result;

cutting tyres;

digging and/or removing the soil for foundations, drains and trenches;

dismantling scrap motor vehicles, other than the stripping of engines, emptying containers;

extracting battery cells for inspection;

filing and sorting of standard printed forms into alphabetical, numerical, date, colour and commodity order;

filing of body fillings, solder, welding and old paint from parts under repair and adjacent parts, solder of welding on new parts and of sheet metal which has been panel-beaten;

firing and loading ovens and furnaces and removing refuse from furnaces;

fitting and/or removing curing tubes and/or sectional bags to and from tyres and placing tyres in moulds thereafter;

fitting and/or removing registration number plates to and from vehicles;

(4) **"koppelaardeksel-monteersteller"** (graad 5-werknemer) 'n werknemer wat onder toesig van 'n vakman of vakleerling of kwekeling wat ingevolge die Wet op Mannekragopleiding geregistreer is die volgende pligte uitvoer in 'n bedryfsinrigting wat kragtens Hoofstuk V van Afdeling C van hierdie Ooreenkoms geregistreer is:

Die montering van koppelaardekselsamestelle, met inbegrip van die finale regstelling aan spesifikasies en die gebruik van meetinstrumente;

(5) **"algemene werker"** (graad 2-werknemer) —

(a) met betrekking tot alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik enigeen van die volgende pligte uitvoer:

Skriftelike bestellings aanneem in ruil vir goedere wat buite die werkgewer se perseel afgelewer word;

gedrukte of reeds geadresseerde etikette op bottels, kiste, bale of ander pakkette aanbring;

kleefstof, bandsmeersel, verdofmateriaal of korrosiewerende lae (uitgesonderd grondlae, oppervlakte en afwerklae), stopverf, digtingsmengsels vir stofdigting en/of waterdigting aanwend;

raamklampe, G-klampe, skarnierhefboomklampe en batteryyashouklampe aanbring en verwyder;

trapfiets met hulpmotore en motorfiets met hulp-trappe inmeekaarsit en/of herstel;

goedere in ooreenstemming met opdragte en/of verpakkingstrookies bymeekaarmaak, verpak en massa-meet;

hulp op afleweringswaens verleen;

ketels bedien;

goedere dra;

buitebande sementeer;

identifikasiemerke op goedere nagaan en/of aanteken;

met die hand, 'n borsel, 'n masjien of bytmiddel skoonmaak, of ghries verwyder;

gielvorms skoonmaak;

bale, kiste of ander pakkette toemaak of oopmaak;

reserwedele volgens die werkgewer se bestelling bymeekaarmaak;

mengwerk verrig in verband met die verf van motorvoertuie;

goedere, briewe of boodskappe te voet, per fiets, per driewiel of per handvoertuig vervoer;

rantsoene gaarmaak;

optel en die resultaat aanteken;

buitebande opsnij;

grond vir fondamente, riole en slote uitgrawe en/of verwyder;

rommelmotorvoertuie uitmeekaarmaak, maar nie die enjin stroop nie;

houers leegmaak;

selle van batterye vir inspeksie uithaal;

gedrukte standaardvorms in alfabetiese, numerieke, datum-, kleur- of kommoditeitsvolgorde liasseer en sorteer;

bakvulsel, soldeersel, sweiswerk en ou verf van onderdele wat herstel word en van aangrensende onderdele, en soldeersel of sweiswerk aan nuwe onderdele en plaatmetaal wat vir duikklopwerk gebruik is af- of gelyk vyl;

die vuur in oonde aansteek en stook en afval uit oonde verwyder;

vormbande en/of seksiesakke aanbring aan en/of verwyder uit buitebande en buitebande daarna in vorms plaas;

franking mail matter;
 gardening;
 greasing and oiling machinery, including lathes and overhead shafting, while stationary;
 holding parts, materials and/or tools and placing parts and materials into position under the supervision of an employee in a higher wage group;
 issuing and/or receiving tools and/or equipment to and from the tool room and maintaining a record thereof;
 issuing materials previously recorded by store-keepers;
 issuing goods from workshop store to workshop personnel and recording same;
 loading and unloading vehicles;
 marking crates;
 marking and/or stencilling packages and/or parts by brush or spraygun or rubber stamp;
 masking;
 mass-measuring and recording the results;
 mixing, by hand or machine, materials, including concrete and mortar, but excluding colour blending and fibreglass constituents;
 moving and/or stacking and/or unpacking goods;
 operating goods lifts and letter copying or duplicating machines;
 painting, by brush and/or gun, axles, brake drums, chassis and underside of vehicle bodies and of trailers;
 painting by brush, front and rear bumpers, wheels of commercial vehicles or bus chassis;
 rough water-proofing paint on canvas;
 rough stuff to inside of vehicle bodies;
 painting buildings, fences, plant and equipment for maintenance purposes only;
 painting pallets;
 polishing by hand or machine in connection with the painting of motor vehicles;
 polishing moulds;
 preparing food for cooking;
 pre-treating metal by chemical process in panelbeat-ing establishments;
 recording and/or checking identification marks on goods and registration numbers of vehicles;
 recording items on a pre-printed check-list to workshop;
 recording on bin cards;
 removing clip-on body mouldings;
 removing pitch from batteries;
 repairing curing tubes and sectional bags;
 repairing pallets;
 rough cutting;
 rubbing down of filling, primer and putty;
 sand or shot blasting;
 sandpapering;
 screwing down moulds;
 sealing batteries;
 selecting and placing goods into bins;
 smelting of shavings into ingot forms;
 sorting goods and recording the result;
 stirring materials;
 stripping tyres;
 stripping used components, including deriveting;

registrasiënommerplate aanbring aan en/of verwyder van voertuie;
 posstukke frankeer;
 tuinwerk verrig;
 masjinerie, met inbegrip van draaibanke en boggrondse asaandryfstelsel, smeer en olie terwyl dit nie loop nie;
 onder toesig van werknemers in 'n hoër loongroep onderdele, materiaal en/of gereedskap vashou en onderdele en materiaal in posisie plaas;
 gereedskap en/of uitrusting uitreik aan en/of van gereedskapskamer ontvang en 'n register van sodanige gereedskap byhou;
 materiaal uitgereik wat vooraf deur 'n pakhuisman aangeteken is;
 goedere uit die werkswinkelpakhuis aan die werkwinkel personeel uitreik en dit aanteken;
 voertuie laai en aflaai;
 kratte maak;
 pakkette en/of onderdele met 'n kwas of sproeispuut of rubberstempel merk en/of sjabloneer;
 maskeerwerk verrig;
 massameet en die resultaat aanteken;
 materiaal, met inbegrip van beton en dagha, met die hand of 'n masjienmeng, maar nie kleure en veselglas-bestanddele meng nie;
 goedere verskuif en/of opstapel en/of uitpak;
 goederehysers en briefkopieer- of afrolmasjiene bedien;
 asse, remtrommels, onderstelle en die onderkant van voertuigbakke en sleepwaens met 'n kwas en/of sproeispuut verf;
 voor- en agterstampers, wiele van handelsvoertuie of busonderstelle met 'n kwas verf;
 ruwe waterdigtingsverf aan seildoek aanbring;
 die binnekant van motorbakke grofverf;
 geboue, heinings, masjinerie en uitrusting slegs vir onderhoudsdoeleindes verf;
 palette verf;
 poleerwerk met die hand of 'n masjien verrig in verband met die verf van motorvoertuie;
 gietvorms poleer;
 voedsel voorberei wat gaargemaak moet word;
 metaal vooraf deur middel van 'n chemiese proses behandel in bedryfsinrigtings wat duikklopwerk verrig;
 identifikasiemerke op goedere en registrasiënommers van voertuie aanteken en/of nagaan;
 items op 'n vooraf gedrukte kontrolelys vir die werkwinkel aanteken;
 aantekeninge maak op kaarte vir bakke;
 aanknipbaklyswerk verwyder;
 pik van batterye verwyder;
 vormbande en seksiesakke heelmaak;
 palette herstel;
 ruwe kapwerk;
 vuisel, grondlaag en stopverf af- of gelyk vryf;
 sand- of haelstraling;
 skuurwerk verrig;
 gietvorms vasskroef;
 batterye verseël;
 goedere uitsoek en in bakke plaas;
 skaafsels in gietblokvorms smelt;
 goedere sorteer en die resultaat aanteken;

teasing coir and horsehair;
 trimming tyres;
 truing spokewheels;
 washing and polishing motor vehicles;
 waxing moulds;
 wrapping of goods;
 writing in addresses copied from invoices or packing slips.

Removing but not replacing—

alternators;
 body badges;
 body mouldings;
 bonnets;
 bulbs;
 bumpers;
 cables—excluding electrical cable levers;
 doors;
 door handles;
 engine mud trays;
 generators;
 damaged glass;
 gravel pans;
 grills;
 lamps;
 oil filters or strainers and the cleaning thereof;
 rear body lights;
 running boards;
 seats;
 self starters;
 shock absorbers, excluding struts;
 striker plates;
 sump nuts and bolts;
 valve covers;

applying protective coating to engines, components or accessories mounted within the engine compartment and to floor mats, seat surfaces, luggage compartments or side-kick plates;

fitting loose seat covers when no alterations are required;

removing paint and preparing surface for repainting, excluding the application of lead filler;

mixing, by hand or machine, materials including concrete, mortar and fibre glass constituents, but excluding colour blending;

(b) subject to the provisions of clause 10 of Division A, which fixes the minimum weekly wage for driving vehicles, an employee who, in addition to performing any of the duties enumerated in paragraph (a) of this definition, may also drive vehicles;

(6) “**journeyman**” (grade 8 employee) means a person who performs journeyman’s work and who—

(a) has served an apprenticeship in a designated trade in accordance with the requirements of the Manpower Training Act, 1981, or in accordance with a written contract approved by any Regional Council; or

materiaal roer;
 buitebande stroop;
 gebruikte komponente uitnekaarhaal, asook klinknaels verwyder;
 klapperhaar en perdehaar pluus;
 buitebande afwerk;
 speekwiele in die haak bring;
 motorvoertuie was en poleer;
 gietvorms met was bestryk;
 goedere toedraai;
 adresse vanaf fakture of verpakkingstrokies afskryf.

Verwyder maar nie die terugsit van—

alternators;
 bakkentekens;
 bakvormwerk;
 buffers;
 kabels—uitsluitende elektriese kabelhefbome;
 deure;
 deurhandvatsels;
 enjinmodderbakke;
 opwekkers;
 beskadigde glas;
 gruisbakke;
 roosters;
 lampe;
 oliefilters of oliesiwe en die skoonmaak daarvan;
 agterste bakligte;
 treeplanke;
 sitplekke;
 selfaansitters;
 skokbrekers, uitsluitende stutte;
 slagpenplaat;
 oliebakmoere en -boute;
 klepdeksels;

aanbring van beskermingslaag aan enjins, komponente of bybore wat binne die enjinkompartement gemonteer is, en aan vloermatte, sitplekoppervlakke, bagasieruimtes of syskopplate;

pas van los sitplekoortreksels waar geen verstelling daaraan benodig word nie;

verwydering van verf en die voorbereiding van oppervlakke vir die aanbring van verf, maar sluit nie die aanbring van loodvuulsel in nie;

materiaal, met inbegrip van beton, dagha en veselglasbestanddele, met die hand of masjien meng, maar nie kleure meng nie;

(b) behoudens klousule 10 van Afdeling A wat die minimum weekloon vir die dryf van voertuie vasstel, 'n werknemer wat benewens die verrigting van een of meer van die pligte in paragraaf (a) van hierdie omskrywing bedoel, ook voertuie kan dryf;

(6) “**vakman**” (graad 8-werknemer) 'n persoon wat vakmanswerk verrig en wat—

(a) 'n leertyd as vakleerling in 'n aangewese ambag uitgedien het ooreenkomstig die vereistes van die Wet op Mannekragopleiding, 1981, of ooreenkomstig 'n skriftelike kontrak wat deur 'n Streekraad goedgekeur is; of

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

(c) is in possession of a certificate issued to him in terms of the Manpower Training Act, 1981; or

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

(7) **"machine setter"** (grade 6 employee) means an employee who adjusts and/or sets machine tools and presses, other than tools or lathes used for machining brake drums, brake discs, fly-wheel facings or pressure plates;

(8) **"operative, Grade AR"** (grade 4 employee) means an employee mainly or exclusively engaged on the following duties:

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

assembling where no fitting is required;

bending and/or forming by hand operation in special-purpose jigs or formers;

bonding of steel inserts to hydraulic cylinders;

bonding brake shoes, bands and clutch plates;

buffing metals;

checking parts with go-no-go gauges and/or testing devices and/or plug gauges;

cutting friction material to standard templates;

cutting and grinding of clutch liners to pre-determined size or templates;

dipping in varnish, enamels or paint;

dismantling of brake (including air and hydraulic brakes) and/or clutch components for reconditioning;

dressing or grinding by hand or power tool: Provided that in all cases of precision dressing the machine concerned shall be pre-set by a journeyman or machine-setter;

drilling and countersinking of liners;

drilling holes previously marked out by a journeyman or machine setter or an apprentice or a trainee registered in terms of the Manpower Training Act, or machine drilling with special-purpose drilling jigs;

drilling with portable drill not capable of taking drills larger than 13 mm in diameter to templates or patterns;

feeding and/or loading and/or starting and/or unloading and/or operating automatic machines;

filing of metals other than precision work;

fly and/or treadle and/or manual and/or power pressing and/or notching where the work is done with pre-set jigs or dies, excluding the setting of jigs and/or dies;

heating lead;

inspecting visually;

making up brake pipes by bending and/or forming by hand operation or in special-purpose jig;

marking off from patterns or templates by hand;

mounting of components into test jigs and observing the testing of components;

operating centreless grinders;

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

(c) in besit is van 'n sertifikaat wat ooreenkomstig die Wet op Mannekragopleiding, 1981, aan hom uitgereik is; of

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

(7) **"masjiesteller"** (graad 6-werknemer) 'n werknemer wat masjiengereedskap en perse, uitgesonderd gereedskap of draaibanke wat vir die masjinerie van remtrommels, remskrywe, vliegwiellakke of drukplate gebruik word, regstel en/of stel;

(8) **"werkman graad AR"** (graad 4-werknemer) 'n werknemer wat hoofsaaklike of uitsluitlik die volgende werksaamhede verrig:

Verf, kleefstowwe, erkende bitumastik- en brandwerende of roeswerende stowwe (deklae) met 'n sproei-spuut of kwas aan komponente en eenhede aanbring, maar nie metaalspuitwerk aan onderdele en komponente nie;

monteerwerk waar geen passing vereis word nie;

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

bind van staal insetsels aan hidrouliese silinders;

remskoene, bande en koppelaarplate bind;

metale afskuur;

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

wrywingsmateriaal volgens standaardpatroonplate sny;

koppelaarvoerings volgens vooraf bepaalde grootte of patroonplate sny en skuur;

in vernis, emalje of verf indompel;

demonteer van remme (insluitende lug en hidrouliese remme) en/of koppelaarkomponente om dit te vernieu;

met die hand of kraggereedskap afwerk of slyp: Met dien verstande dat in alle gevalle van presisieafwerking die betrokke masjien vooraf deur 'n vakman of masjiesteller gestel moet word;

boor- en versinkwerk in voerings verrig;

gate boor wat vooraf deur 'n vakman of masjiesteller of 'n vakleerling of kwekeling wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is, afgemerk is, of masjienboorwerk met eendoel-setmate verrig;

boorwerk verrig volgens patroonplate of patrone met 'n draagbare boor wat nie bore groter as 13 mm in diameter kan neem nie;

outomatiese masjiene voer en/of laai en/of aansit en/of ontlai en/of bedien;

metale vyl, uitgesonderd presisiowerk;

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

lood verhit;

visuele inspeksie uitvoer;

opmaak van rempype deur dit te buig en vorm met die hand of in 'n spesiaaldoel-setmaat;

afmerkwerk volgens patrone of patroonplate met die hand verrig;

komponente in toetssetmate monteer en die toetsing van komponente waarneem;

senterlose slypmasjiene bedien;

operating but not setting machines designed or permanently adapted for a single-tool operation and where manual operations are limited to loading, starting, stopping and unloading, but excluding any operations connected with the machining of brake drums, brake discs or flywheels;

- operating power press/presses, excluding setting;
- packing of component parts into sets under supervision of an operative supervisor;
- placing of welding tips in position;
- preparation for buffing;
- pre-treatment of metals by chemical process;
- proof-testing components;
- riveting;
- rough grinding where the machine or work is held by hand;
- screwing by hand with die-heads and/or taps and/or screwing machines;
- sharpening but not replacing welding tips;
- soldering, tinning, sweating, continuous wire welding, spot and/or tack and/or butt welding, including the removing and replacing of welding tips and the cleaning of welding tips with abrasive materials or by hand filing;
- straightening and/or flattening of metal strips;
- striking metal, including rivet striking; rivet heating;
- stripping parts and components by hand or machines normally used by this class of operative;
- threading of bolts;

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

(9) **"operative, grade BR"** (grade 4 employee) means an employee mainly or exclusively engaged in the repetitive operation of or attending to, but not setting, semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatic operating stops, including capstan and turret type lathes where all operations are limited to fixed stops: Provided that this operative may not perform any operation related to the machining of brake drums, brake discs or flywheels but may set and adjust the machines he operates, provided he is paid the prescribed setting bonus;

(10) **"operative, grade CR"** (grade 5 employee) means an employee mainly or exclusively engaged on—

welding with electric welding equipment and/or cutting with profile cutting machine and setting and regulating the heating and cutting gas mixtures of the welding or cutting equipment at the torch;

welding and/or brazing to jigs and/or parts so formed as to obviate the need for a jig: Provided that any free-hand arc or gas welding performed by this operative must be restricted to welds which are—

- (a) downhand;
- (b) of components of which the completed mass does not exceed 15,0 kg;
- (c) not in excess of 40,0 cm total length of one welding seam;

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

(11) **"operative supervisor"** (grade 5 employee) means an employee mainly or exclusively engaged in the supervising the work of any operative classes of workers and general workers.

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

'n kragpers(e) bedien, maar nie stel nie;

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

sweisepunte in posisie plaas;

voorberei vir poleerwerk;

metale vooraf behandel deur middel van chemiese prosesse;

komponente proeftoets;

klinkwerk verrig;

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

buitendraadinsnyding met die hand deur middel van stempelkoppe en/of tap en/of skroefsnymasjiene;

sweisepunte skerpmaak maar nie vervang nie;

soldeer, vertin-, aansweet-, deurlooptdraadswaiswerk, punt- en/of heg- en/of stuikswaising, met inbegrip van die verwydering en vervanging van sweisepunte en die skoonmaak van sweisepunte met skuurmateriaal of hand-vyle;

metaalstroke reguit en/of plat maak;

metaal, met inbegrip van kliknaels, slaan of klink; klinknaels verhit;

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

boute skroefdraadsny;

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

(9) **"werkmans graad BR"** (graad 4-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik betrokke is by die herhalingsbediening of -versorging, uitgesonderd die stel, van halfoutomatiese masjiene waar die werksiklus kraggedrewe is en die eindpunt deur outomatiese stuiters beheer word, met inbegrip van kapstaander- en rewolvertipe draaibanke waar alle werksaamhede tot vaste stuiters beperk word: Met dien verstande dat hierdie werkmans nie 'n werksaamheid in verband met die masjinerie van remtrommels, remskywe of vliegwiele mag verrig nie maar dat hy, mits hy die voorgeskrewe bonus vir die stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(10) **"werkmans graad CR"** (graad 5-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik—

sweiswerk met elektriese sweisuitrusting en/of snywerk met 'n profielsnymasjien verrig en die verhitings- en snygasmengels van die sweis- of snyuitrusting aan die vlamsnyer stel en reguleer;

sweis- en/of sweissoldeerwerk verrig volgens set mate en/of aan onderdele wat só gevorm is dat 'n setmaat nie nodig is nie: Met dien verstande dat alle vryhandse boog- of gassweiswerk wat deur hierdie werkmans verrig word, beperk moet wees tot sweislasse—

(a) wat na onder gedoen word;

(b) aan komponente waarvan die totale massa hoogstens 15,0 kg is;

(c) wat altesaam hoogstens 40,0 cm lank in een sweismaat is;

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

(11) **"werkmans-toesighouer"** (graad 5-werknemer) 'n werknemer wat hoofsaaklik of uitsluitlik toesig hou oor die werk van alle werkers in werkmansklasse en algemene werkers.

CLAUSE 3: EMPLOYEES

(1) Subject to the provisions of subclause (2) of this clause, a reconditioning establishment which is registered with the Council in terms of clause 1 of this Chapter may employ, in addition to apprentices and trainees in terms of clause 1 (2) of the Division A of this Agreement and the classes of employees referred to in clause 3 of Division B and clause 3 of Chapter I of Division C of this Agreement, any of the classes of employees referred to in clause 4 of this Chapter under the terms and conditions laid down in this Chapter: Provided that where the provisions of Division A or B or Chapter I of Division C and the provisions of this Chapter are in conflict, the provisions of this Chapter shall obtain and have preference.

(2) Notwithstanding anything to the contrary in this Agreement the provisions of Chapter I of Division C relating to body shop assistants, B/A journeymen and repair shop assistants shall not apply to reconditioning establishments registered as such by the Council.

CLAUSE 4: WAGES

(1) *Minimum wage:* The minimum wage which an employer shall pay each member of the undermentioned classes of his employees shall be as set out in the following Wage Schedule.

(2) *Setting bonus:* The minimum weekly rates prescribed in Part B of the Schedule hereunder shall be increased by R5 per week if the employee at any time in the course of his duties sets and adjusts the machine(s) he operates.

(3) *Bonus:* The minimum weekly wage prescribed for an operative supervisor in the Schedule hereunder shall be increased by R10 per week if the employee at any time in the course of his duties checks the work of operative classes of workers and uses measuring instruments in the process.

(4) *Experience:* "Experience", for the purposes of this clause, means the total period or periods of employment which an employee has had either with his present or any other employer in the particular occupation in which he is employed.

WAGE SCHEDULE**PART A: MISCELLANEOUS**

Class of employee	Wages per week (All areas)
	R
Grade 1	144,00 (R3,20 per hour)
Grade 2	217,80 (R4,84 per hour)
Grade 3	247,50 (R5,50 per hour)
Grade 4	270,90 (R6,02 per hour)
Grade 5	306,45 (R6,81 per hour)
Grade 6	374,85 (R8,33 per hour)
Grade 7	483,30 (R10,74 per hour)
Grade 8	555,30 (R12,34 per hour)

PART B: OPERATIVES

Class of employee	Wages per week (All areas)
Grade 4	270,90 (R6,02 per hour)
Grade 5	306,45 (R6,81 per hour)

KLOUSULE 3: WERKNEMERS

(1) Behoudens subklausule (2) van hierdie klausule, kan 'n vernuwingsinrigting wat ingevolge klausule 1 van hierdie Hoofstuk by die Raad geregistreer is, benewens vakleerlinge en kwekelinge wat hy ingevolge klausule 1 (2) van die Afdeling A van hierdie Ooreenkoms in diens mag neem en die klasse werknemers in klausule 3 van Afdeling B en klausule 3 van Hoofstuk I van Afdeling C van hierdie Ooreenkoms bedoel, enigeen van die klasse werknemers in klausule 4 van hierdie Hoofstuk bedoel in diens neem kragtens die voorwaardes in hierdie Hoofstuk voorgeskryf: Met dien verstande dat indien die bepalings van Afdeling A of B of Hoofstuk I van Afdeling C strydig is met die bepalings van hierdie Hoofstuk, die bepalings van hierdie Hoofstuk geldig is en voorkeur moet geniet.

(2) Ondanks andersluidende bepalings in hierdie ooreenkoms is die bepalings van Hoofstuk I van Afdeling C met betrekking tot bakwinklassistente, B/A-vakmanne en herstelwinklassistente nie van toepassing op vernuwingsinrigtings wat as sodanig by die Raad geregistreer is nie.

KLOUSULE 4: LONE

(1) *Minimum loon:* Die minimum loon wat 'n werkgewer aan elke lid van die ondergenoemde klasse van sy werknemers moet betaal, is dié soos in die Loonbylae hieronder uiteengesit.

(2) *Stelbonus:* Die minimum weekloon in Deel B van die Bylae hieronder voorgeskryf, moet met R5 per week verhoog word indien die werknemer te eniger tyd in die loop an sy pligte die masjien of masjiene wat hy bedien, stel en regstel.

(3) *Bonus:* Die minimum weekloon wat vir 'n werkmans-toesighouer in die Bylae hieronder voorgeskryf word, moet met R10 per week verhoog word indien die werknemer te eniger tyd in die loop van sy pligte die werk van werkmansklasse werkers nagaan en in die proses van meetinstrumente gebruik maak.

(4) *Ondervinding:* Vir die toepassing van hierdie klausule beteken "ondervinding" die totale tydperk of tydperke diens van 'n werknemer by óf sy huidige óf by 'n ander werknemer in die bepaalde beroep waarin hy werksaam is.

LOONBYLAE**DEEL A: DIVERSE**

Klas werknemer	Loon per week (Alle gebiede)
Graad 1	144,00 (R3,20 per uur)
Graad 2	217,80 (R4,84 per uur)
Graad 3	247,50 (R5,50 per uur)
Graad 4	270,90 (R6,02 per uur)
Graad 5	306,45 (R6,81 per uur)
Graad 6	374,85 (R8,33 per uur)
Graad 7	483,30 (R10,74 per uur)
Graad 8	555,30 (R12,34 per uur)

DEEL B: WERKMANNE

Klas werknemer	Loon per week (Alle gebiede)
	R
Graad 4	270,90 (R6,02 per uur)
Graad 5	306,45 (R6,81 per uur)

CLAUSE 5: HOURS OF WORK

(1) The ordinary hours of work of an employee shall not exceed 45, excluding meal intervals, in any one week and nine and a quarter, excluding meal intervals, in any one day.

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

(a) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that for the purposes of this paragraph, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(b) subject to the provisions of clause 9 of this Chapter, to work his ordinary weekly hours on any days other than Mondays, Tuesdays, Wednesdays, Thursdays, Fridays or Saturdays:

Provided that an employer may agree with those of his employees who normally work on only 6 days each week that the uninterrupted interval referred to in paragraph (a) of this subclause should be reduced to not less than 30 minutes, but before a reduced interval may be put into operation, the employer shall enter the details of the agreement to the reduced interval, including the terms thereof and the employee's consent thereto, in a proper record kept for that purpose and approved by the Regional Council concerned.

(3) It shall be permissible for an employer to arrange different starting and finishing times on any day in respect of different workshop employees: Provided that the period between such starting and finishing times on any one day shall not in the aggregate exceed intervals of more than 45 minutes in any one establishment.

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

(5) Subject to the provisions of clause 5 (10) of the Administrative Agreement and clause 8 of this Chapter, whenever any employee, other than a journeyman or brake drum skimmer or machine setter, works for less than 45 hours in any week owing to—

(a) the usual working hours of the establishment being less than 45;

(b) the employer being unable to regulate the shifts of such employee to 45 hours,

such employee's week shall be deemed to be 45 hours.

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

CLAUSE 6: OVERTIME

(1) For the purpose of this clause, "overtime" means all time worked, other than on Sundays, in excess of the number of ordinary hours of work prescribed in clause 5 (1) of this Chapter.

(2) (a) Notwithstanding the provisions of clause 5 (1) of the Chapter, an employer may require or permit an employee to work overtime for a total period not exceeding 10 hours in any one week.

KLOUSULE 5: WERKURE

(1) Die gewone werkure van 'n werknemer is hoogstens 45, uitgesonderd etenspouses, in 'n week en nege en 'n kwart, uitgesonderd etenspouses, op 'n dag.

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

(a) om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur pouses van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(b) om, behoudens klousule 9 van hierdie Hoofstuk sy gewone weeklikse ure op ander dae as Maandae, Dinsdae, Woensdae, Donderdae, Vrydae of Saterdag te werk nie:

Met dien verstande dat 'n werkgever met daardie werknemers van hom wat gewoonlik net 6 dae elke week werk, ooreen kan kom dat die ononderbroke pouse in paragraaf (a) van hierdie subklousule bedoel tot minstens 30 minute ingekort word, maar voordat 'n ingekorte pouse ingevoer word, moet die werkgever die besonderhede van die toestemming tot die ingekorte pouse, met inbegrip van die bepalings daarvan en die werknemer se toestemming daartoe, in 'n behoorlike register inskryf wat vir dié doel gehou word en deur die betrokke Streekraad goedgekeur is.

(3) Dit is toelaatbaar vir 'n werkgever om verskillende aanvangs- en uitskeitye op 'n dag vir verskillende werkwinkelwerknemers te reël: Met dien verstande dat die tydperk tussen sodanige aanvangs- en uitskeitye op 'n bepaalde dag pouses van altesaam hoogstens 45 minute in 'n bepaalde bedryfsinrigting mag wees.

(4) Alle werknemers is geregtig op en moet 'n ruspouse van 10 minute toegestaan word so na doenlik aan die middel van elke werktydperk in die oggend en in die namiddag, en sodanige pouse moet, vir die berekening van besoldiging, geag word deel van die gewone werkure te wees.

(5) Wanneer 'n ander werknemer as 'n vakman of remtrommelskiller of masjiensteller minder as 45 uur in 'n week werk omdat—

(a) die gewone werkure van die bedryfsinrigting minder as 45 is;

(b) die werkgever nie die skofte van sodanige werknemer só kan reël dat dit 45 uur beloop nie,

moet sodanige werknemer se week, behoudens klousule 5 (10) van die Administratiewe Ooreenkoms en klousule 8 van hierdie Hoofstuk, geag word 45 uur te wees.

(6) 'n Werknemer wat deur die polisie gearresteer of aangehou word weens 'n oortreding of 'n vermoedelike oortreding, moet vir die tydperk wat hy in arrest is of aldus aangehou word en nie in staat is om sy werk voort te sit nie, vir die toepassing van hierdie klousule geag word sonder toestemming afwesig te wees.

KLOUSULE 6: OORTYDWERK

(1) Vir die toepassing van hierdie klousule beteken "oortydwerk" alle tyd wat daar, uitgesonderd op Sondae, langer gewerk word as die getal werkure wat in klousule 5 (1) van hierdie Hoofstuk voorgeskryf word.

(2) (a) Ondanks klousule 5 (1) van hierdie Hoofstuk, kan 'n werkgever van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk van hoogstens 10 uur in 'n bepaalde week.

(b) An additional 10 hours' overtime may be worked subject to the following conditions:

(i) The Regional Secretary of the Regional Council concerned shall consult with the employers' organisation and trade union representing the employees concerned, and if approved, issue a suitable licence of exemption authorising the additional overtime;

(ii) all overtime prescribed in subclause (2) (a) and (b) of this clause shall be limited to 60 hours in any period of four continuous weeks;

(iii) licences of exemption issued shall be submitted to the Regional Council concerned for ratification at the next ensuing meeting of the Regional Council;

(iv) whenever an employee is requested to work overtime in excess of 10 hours, his employer shall give notice of not less than 48 hours of the intention to work such overtime to the employee concerned.

(3) The minimum rate at which employees shall be remunerated for overtime shall be one and a half times their normal rate of pay: Provided that an employee shall not qualify for overtime in respect of any week during which he has worked less than 45 hours, this figure being subject to *pro rata* reduction in respect of the following which occur during a particular week:

(i) Statutory public holidays referred to in this Chapter;

(ii) absence with the permission or condonation of the employer: Provided that an employee who is aggrieved by the employer's non-condonation of his absence may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case in the event of the employee not being satisfied with the Regional Council's decision, he may appeal against it to the National Council, whose decision shall be final;

(iii) the beginning of a new contract of employment.

(4) The provisions of clause 5 (1), (2), (3) and (4) of this Chapter and subclause (2) of this clause shall not apply to any employee while employed on work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a break-down of plant or machinery, must be done without delay or on any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours.

CLAUSE 7: SUNDAY WORK

(1) Subject to the provisions of clause 9 (3) of this Chapter, whenever an employee works on a Sunday, his employer shall either—

(a) pay the employee—

(i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday; or

(ii) if he so works for a period exceeding four hours, remuneration at a rate of not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater; or

(b) pay the employee remuneration at a rate of not less than one and a third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's leave and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such day's leave worked his average ordinary working hours for that day of the week.

(b) 'n Addisionele 10 uur oortyd mag gewerk word behoudens die volgende voorwaardes:

(i) Die Streeksekretaris van die betrokke Streekraad moet met die werkgewersvereniging en vakbond wat die betrokke werknemer verteenwoordig, oorleg pleeg, en indien goedgekeur, 'n geskikte vrystellingsertifikaat uitreik wat die addisionele oortyd magtig;

(ii) alle oortyd voorgeskryf by subklousule (2) (a) en (b) van hierdie klousule sal beperk tot 60 uur in enige tydperk van vier aaneenlopende weke;

(iii) vrystellingsertifikaat wat uitgereik is, moet aan die volgende vergadering van die Streekraad vir bekragtiging voorgelê word;

(iv) telkens keer wanneer 'n werknemer gevra word om oortyd van meer as 10 uur te werk, moet sy werkgewer minstens 48 uur kennis aan sodanige werknemer gee van die voorname om sulke oortyd te werk.

(3) Die minimum loon waarteen werknemers vir oortydwerk besoldig moet word, is een en 'n half maal hul gewone loon: Met dien verstande dat 'n werknemer nie vir oortyd kwalifiseer ten opsigte van 'n week waarin hy minder as 45 uur gewerk het nie en dat hierdie getal onderworpe is aan 'n *pro rata*-vermindering ten opsigte van ondervermelde in 'n besondere week:

(i) Statutêre openbare vakansiedae in hierdie Hoofstuk bedoel;

(ii) afwesigheid met vergunning of kondonering van die werkgewer: Met dien verstande dat 'n werknemer wat reken dat hy veronreg word omdat sy werkgewer nie sy afwesigheid wil kondoneer nie, by 'n Streekraad appél kan aanteken teen die werkgewer se beslissing wat op hom toegepas is, en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekrachtig of 'n ander beslissing gee wat na sy meining in sodanige geval gegee behoort te gewees het (as die werknemer nie met die Streekraad se beslissing tevrede is nie, kan hy daarteen appél aanteken by die Nasionale Raad, wie se beslissing finaal is);

(iii) die begin van 'n nuwe dienskontrak.

(4) Klousule 5 (1), (2), (3) en (4) van hierdie Hoofstuk en subklousule (2) van hierdie klousule is nie op 'n werknemer van toepassing nie terwyl hy werk verrig wat, weens onvoorziene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of 'n onklaarraking van installasie of masjinerie, sonder versuim gedoen moet word of terwyl hy werk verrig in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie.

KLOUSULE 7: SONDAGWERK

(1) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer, behoudens klousule 9 (3) van hierdie Hoofstuk—

(a) sodanige werknemer—

(i) as hy aldus hoogstens vier uur werk, minstens die gewone besoldiging betaal wat vir die tydperk wat hy gewoonlik op 'n weekdag werk, betaalbaar is; of

(ii) as hy aldus langer as vier uur werk, minstens dubbel sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk, of minstens dubbel die gewone besoldiging wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

(b) die werknemer minstens een en 'n derde maal sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae vanaf sodanige Sondag een dag verlof toestaan en hom daarvoor minstens sy gewone besoldiging betaal asof hy op sodanige dag van verlof sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

CLAUSE 8: SHORT TIME

(1) Subject to the provisions of subclause (2), an employer may reduce the ordinary hours of work of an employee on account of short time and in that event make a deduction from the employee's earnings proportionate to the period not worked: Provided that—

(a) no deduction shall be made in the case of short time arising out of slackness of trade or shortage of material, unless the employer has given his employees notice not later than the immediately preceding day of his intention to reduce the ordinary hours of work;

(b) no deduction shall be made in the case of short time owing to a power failure or a general breakdown of plant or machinery, in respect of the first hour not worked unless the employer has given his employees notice not later than on the immediately preceding day that no work will be available;

(c) where the employee is expressly required by the employer to report at the establishment on any particular day for the purpose of ascertaining whether work will be available, he shall, if no work or work of less than four hours' duration is available, be deemed to have worked not less than four hours on such day.

(2) The provisions of this clause shall not apply in respect of—

(a) an apprentice, except with the approval of the Registrar of Manpower Training;

(b) any statutory public holiday.

(3) In the event of any employee being placed on short time in excess of four weeks, the employer concerned shall provide the Regional Council with jurisdiction over the establishment with the following information in writing:

(a) The names of all employees placed on short time;

(b) the reasons for extending short time beyond four weeks;

(c) the date upon which short time commenced; and

(d) the estimated duration of short time.

(4) In the event of short time exceeding eight weeks the Regional Secretary shall report the matter to the Regional Council concerned.

CLAUSE 9: SHIFT WORK

The following provisions shall apply to shift work:

(1) No normal shift shall exceed nine and a quarter hours;

(2) not less than eight hours shall elapse between successive shifts of any employee;

(3) (a) where an employee is employed between 18:00 and 06:00 his employer shall pay him ordinary rate of remuneration, plus 10 per cent for each hour or part of an hour worked between these times;

(b) where an employee's ordinary shift or part of it is worked on a Sunday, the employee concerned shall be remunerated for such shift as follows:

(i) If the major part of such shift is worked on a Sunday, the entire shift shall be deemed to have been worked on a Sunday and the employee shall be paid for it in terms of clause 7 of this Chapter;

(ii) if the lesser part of such shift is worked on a Sunday, the entire shift shall be deemed to have been worked on a weekday, and the employee shall, subject to paragraph (a) preceding, be remunerated in terms of such shift at his ordinary rate of remuneration;

KLOUSULE 8: KORTTYD

(1) 'n Werkgewer kan, behoudens subklausule (2), die gewone werkure van 'n werknemer inkort weens korttyd en in so 'n geval 'n bedrag van die werknemer se verdienste aftrek wat eweredig is aan die tydperk wat daar nie gewerk word nie: Met dien verstande dat—

(a) geen bedrag in die geval van korttyd wat ontstaan uit 'n bedryfslapte of 'n tekort aan materiaal afgetrek mag word nie tensy die werkgewer sy werknemers voor of op die onmiddellik voorafgaande dag in kennis gestel het van sy voorneme om die gewone werkure in te kort;

(b) geen bedrag in die geval van korttyd wat te wyte is aan 'n kragonderbreking of 'n algemene onklaarraking van installasie of masjinerie, afgetrek mag word nie ten opsigte van die eerste uur wat daar nie gewerk word nie, tensy die werkgewer sy werknemers voor of op die onmiddellik voorafgaande dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie;

(c) waar die werkgewer uitdruklik van die werknemer vereis om hom op 'n bepaalde dag by die bedryfsinrigting aan te meld met die doel om vas te stel of daar werk beskikbaar is, hy geag moet word minstens vier uur op sodanige dag te gewerk het as daar geen werk beskikbaar is nie of as daar werk vir minder as vier uur beskikbaar is.

(2) Hierdie klousule is nie van toepassing nie ten opsigte van—

(a) 'n vakleerling, behalwe met die goedkeuring van die Registrateur van Mannekragopleiding;

(b) 'n statutêre openbare vakansiedag.

(3) In die geval van 'n werknemer wat vir meer as vier weke op korttyd geplaas word, moet die betrokke werkgewer aan die Streekraad wat jurisdiksie het oor sy onderneming die volgende inligting skriftelik verskaf:

(a) Die name van alle werknemers wat op korttyd geplaas word;

(b) die redes vir die verlengde korttyd van meer as vier weke;

(c) die datum waarop korttyd begin het; en

(d) die beoogde tydperk van die korttyd.

(4) In geval die korttyd agt weke oorskry, moet die Streeksekretaris die saak aan die betrokke Streekraad rapporteer.

KLOUSULE 9: SKOFWERK

Onderstaande bepalings is van toepassing op skofwerk:

(1) Geen gewone skof mag langer as nege en 'n kwart uur duur nie;

(2) daar moet minstens agt uur tussen die agtereenvolgende skofte van 'n werknemer verloop;

(3) (a) waar 'n werknemer tussen 18:00 en 06:00 werk, moet sy werkgewer hom teen sy gewone loon besoldig, plus 10 persent vir elke uur of gedeelte van 'n uur tussen hierdie tye gewerk;

(b) waar 'n werknemer sy gewone skof of 'n gedeelte daarvan op 'n Sondag werk, moet hy vir sodanige skof soos volg besoldig word:

(i) As hy die grootste gedeelte van sodanige skof op 'n Sondag werk, moet die hele skof geag word op 'n Sondag gewerk te gewees het en moet hy ingevolge klousule 7 van hierdie Hoofstuk daarvoor besoldig word;

(ii) as hy die kleinste gedeelte van sodanige skof op 'n Sondag werk, moet die hele skof geag word op 'n weekdag gewerk te gewees het en moet hy, behoudens paragraaf (a) hierbo, teen sy gewone loon daarvoor besoldig word;

(4) time worked by employees after the completion of their normal shift shall, subject to the proviso to clause 6 (3) of this Chapter, be regarded as overtime and be paid for in accordance with the rates prescribed in the said clause.

CLAUSE 10: ANNUAL LEAVE AND ACCRUED LEAVE PAY

(1) For the purpose of this clause—

(a) "leave cycle" means the period during which an employee earns three weeks' leave in terms of subclause (2) of this clause;

(b) the terms "employment" and "shift" are deemed to include—

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

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

(ab) short time was worked; or

(ac) such shorter shifts were worked with the permission of the employer;

(ii) shifts which the employee concerned normally would have worked, but did not work because he was—

(aa) absent on paid leave in terms of this Agreement;

(ab) doing military service in terms of the Defence Act, 1957, to the extent of a maximum period of four months per year;

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

(ad) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any leave cycle;

(ae) absent from work on any of the public holidays referred to in clause 17 of Division A of this Agreement.

Provided that an employee who after the expiration of his annual leave terminates his employment by desertion shall have no claim in respect of subparagraph (ii) (aa) above of this definition;

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

(2) (a) Subject to the provisions of subclause (2) (b) (i) of this clause, three consecutive weeks' annual leave on full pay shall be granted to apprentices, trainees undergoing training under the Manpower Training Act, 1981, and all employees for whom wages or remuneration are prescribed in this Chapter of this Agreement and who have completed the periods of continuous employment, as set out in the Schedule below, with the same employer since the date of their engagement or from the date on which their previous annual leave fell due, whichever is the later.

(b) Subject to the provisions of subclause (2) (b) (i) of this clause, four weeks' annual leave on full pay shall be granted to all employees who on or after 1 December 1990 have completed 10 or more periods of continuous employment with the same employer, as set out in the Schedule below, since the date of engagement, subject to the following conditions:

(4) behoudens die voorbehoudsbepaling van klousule 6 (3) van hierdie Hoofstuk, moet tyd wat werknemers ná die voltooiing van hul gewone skof werk, geag word oortydwerk te wees en moet hulle in ooreenstemming met die skale in genoemde klousule voorgeskryf daarvoor besoldig word.

KLOUSULE 10: JAARLIKSTE VERLOF EN BESOLDIGING VIR OPGELOPE VERLOF

(1) Vir die toepassing van hierdie klousule—

(a) beteken "verlofsiklus" die tydperk waarin 'n werknemer drie weke verlof ingevolge subklousule (2) van hierdie klousule verdien;

(b) word die uitdrukkings "diens" en "skof" geag die volgende in te sluit:

(i) Skofte wat korter duur as dié wat ingevolge hierdie Hoofstuk toegelaat word, omdat—

(aa) die betrokke werknemer laat by sy werkplek aangekom het, maar nie later as 'n halfuur nie; of

(ab) korttyd gewerk is; of

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

(ii) skofte wat die betrokke werknemer gewoonlik sou gewerk het maar nie gewerk het nie omdat hy—

(aa) met verlof met besoldiging ingevolge hierdie Ooreenkoms afwesig was;

(ab) ingevolge die Verdedigingswet, 1957, militêre diens verrig het vir 'n maksimum tydperk van vier maande per jaar;

(ac) op las of op versoek van sy werkgever van sy werk afwesig was;

(ad) weens siekte of 'n ongeluk van sy werk afwesig was vir 'n tydperk van altesaam hoogstens 30 dae in 'n verlofsiklus;

(ae) van sy werk afwesig was op enigiens van die openbare vakansiedae in klousule 17 van Afdeling A van hierdie Ooreenkoms bedoel.

Met dien verstande dat 'n werknemer wat ná die verstryking van sy jaarlikse verlof sy diens beëindig deur te dros, geen eis ten opsigte van subparagraaf (ii) (aa) hierbo het nie;

(c) beteken "besoldiging" 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus 'n bonus wat gereeld aan die werknemer betaal word, en sodanige bonus word geag die gemiddelde bedrag te wees wat die werknemer ontvang of toegekome het vir die tydperk van 13 weke onmiddellik voor die datum waarop die werknemer met sy jaarlikse verlof gaan of sy diens beëindig of as hy minder as 13 weke gewerk het, die gemiddelde bedrag wat hy ontvang het of wat hom toegekome het vir die getal voltooide weke wat hy werklik gewerk het.

(2) (a) Behoudens die bepalings van subklousule (2) (b) (i) van hierdie klousule moet drie agtereenvolgende weke jaarlikse verlof met volle besoldiging toegestaan word aan vakleerlinge, kwekelinge wat opleiding ingevolge die Wet op Mannekragopleiding, 1981, ondergaan en aan alle werknemers vir wie lone of besoldiging in hierdie Hoofstuk van die Ooreenkoms voorgeskryf word en wat sedert die datum van indiensneming of met ingang van 'n datum waarop die vorige jaarlikse verlof verskuldig geword het (naamlik die jongste datum), die tydperke van ononderbroke diens wat hieronder in die Bylae gemeld word by dieselfde werkgever voltooi het.

(b) Behoudens die bepalings van subklousule (2) (b) (i) van hierdie klousule moet vier weke verlof met volle besoldiging toegestaan word aan alle werknemers wat op of na 1 Desember 1990, 10 of meer tydperke van aaneenlopende diens, soos uiteengesit in die Bylae hieronder, by dieselfde werkgever voltooi het sedert die datum van indiensneming, onderworpe aan die volgende voorwaardes:

(i) annual leave may be split by mutual agreement between the employer and employee, provided that no intimidation is exercised to obtain such an agreement;

(ii) the provisions of this clause relating to accrued leave pay, shall apply *mutatis mutandis* in the case of employees who qualify for four weeks' annual leave:

(c) Weekly-paid employees: 261 shifts, excluding overtime.

(d) Monthly-paid employees: 12 months.

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

(a) the exigencies of the employer's business so require; or

(b) the employer and the employee so agree:

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

(4) Pay for annual leave shall be calculated at the rate of remuneration which the employee is receiving at the date on which he proceeds on his annual leave: Provided that this shall not be less than the rate prescribed in this Chapter for the category of employee concerned, and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(5) If any of the paid public holidays referred to in clause 17 of Division A of this Agreement falls on a working day within the period of leave of an employee, the employer shall either—

(a) add one working day on full pay to the said period of leave in respect of each such paid public holiday; or

(b) pay the employee in question one normal day's pay in lieu of leave on the pay-day immediately following such employee's period of leave.

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

(b) Any period during which an employee is on sick leave as prescribed in clause 11 of Division A of this Agreement shall not be counted as part of such employee's annual leave.

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

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

(i) jaarlikse verlof mag verdeel word deur wedersydse ooreenkoms tussen die werkgever en werknemer: Met dien verstande dat geen intimidasie plaagvind het om so 'n ooreenkoms te verkry nie;

(ii) die bepalings van hierdie klousule met betrekking tot opgelope verlof is *mutatis mutandis* van toepassing op werknemers wat vir vier weke jaarlikse verlof kwalifiseer:

(c) Weeklikse besoldigde werknemers: 261 skofte, uitgesonderd oortydwerk.

(d) Maandeliks besoldigde werknemers: 12 maande.

(3) Jaarlikse verlof kom 'n werknemer toe onmiddellik nadat hy die kwalifiserende tydperk voltooi het wat in subklousule (2) van hierdie klousule gespesifiseer word, maar dit kan geneem word vóór of nadat dit hom toekom indien—

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

(b) die werkgever en die werknemer aldus ooreenkoms:

Met dien verstande dat jaarlikse verlof onder geen omstandighede meer as twee maande voor die datum waarop dit verskuldig word, geneem of dat dit meer as vier maande na sodanige datum uitgestel mag word nie tensy die betrokke werknemer en werkgever voor die verstryking van sodanige tydperk van vier maande skriftelik daartoe ooreengekom het, en dat dit nie met langer as ses maande na die datum waarop dit verskuldig word, uitgestel mag word nie.

(4) Besoldiging vir jaarlikse verlof moet bereken word teen die skaal van besoldiging wat die werknemer ontvang op die datum waarop hy sy jaarlikse verlof neem: Met dien verstande dat dit nie minder mag wees as die skaal van besoldiging wat in hierdie Hoofstuk vir die betrokke kategorie werknemer voorgeskryf word nie, en die werkgever moet dit op die laaste werkdag voor die aanvang van sy verlof aan hom betaal.

(5) Indien enigeen van die openbare vakansiedae met besoldiging wat in klousule 17 van Afdeling A van hierdie Ooreenkoms bedoel word op 'n werkdag binne die verloftydperk van 'n werknemer val, moet die werkgever—

(a) een werkdag met volle besoldiging by genoemde verloftydperk voeg ten opsigte van elke sodanige openbare vakansiedag met besoldiging; of

(b) die betrokke werknemer een gewone dag se loon betaal in plaas van verlof op die betaaldag onmiddellik na sodanige werknemer se verloftydperk.

(6) (a) Jaarlikse verlof mag nie met 'n diensopseggingstermyn van die werknemer saamval nie en ook nie, tensy die werknemer skriftelik aldus versoek, met 'n tydperk wat 'n werknemer militêre diens ingevolge die Verdedigingswet, 1957, verrig nie.

(b) Die tydperk waartydens 'n werknemer met siekteverlof is soos in klousule 11 van Afdeling A van hierdie Ooreenkoms voorgeskryf, tel nie as deel van sodanige werknemer se jaarlikse verlof nie.

(7) Geen werknemer mag sy gewone beroep gedurende die tydperk van sy verlof beoefen nie en geen werkgever mag van 'n werknemer vereis of hom wetens toelaat om gedurende sy verlof in die Nywerheid te werk nie.

(8) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrag by wyse van skuldvergelyking vir geld wat aan die werkgever verskuldig is van verlofbesoldiging afgetrek word nie.

(11) On the termination of the services of an employee who has qualified for annual leave in terms of subclause (2) of this clause but who has not been granted or has not taken his leave at the date of such termination, an amount of leave pay calculated in accordance with the provisions of subclause (12) of this clause and a leave bonus in accordance with the provisions of subclause (13) of this clause shall be paid by his employer.

(12) (a) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of subclause (2) of this clause shall be entitled to accrued leave pay equivalent to three fifty-secondths of one week's remuneration for each completed span of employment from the date of beginning work with the employer or from the date on which his last leave became due, whichever is the later. For the purposes of this subclause, "span" means the number of shifts normally worked by the employee in a week.

(Note: Accrued leave pay is calculated by multiplying three weeks' wages by the fraction of a year worked, thus—

for six months' employment leave pay is $\frac{1}{2} \times$ three weeks' pay;

for 13 weeks' employment, leave pay is $\frac{1}{4} \times$ three weeks' pay;

for five weeks' employment, leave pay is $\frac{5}{12} \times$ three weeks' pay.

To arrive at three weeks' pay for a *monthly paid* employee, multiply the monthly pay by $\frac{9}{13}$. Thus for a monthly-paid employee the leave accrued in—

six months is $\frac{1}{2} \times \frac{9}{13} \times$ one month's pay;

13 weeks is $\frac{1}{4} \times \frac{9}{13} \times$ one month's pay;

five weeks is $\frac{5}{12} \times \frac{9}{13} \times$ one month's pay.)

(b) In the case of a motor vehicle sales person or supply sales person accrued leave pay is calculated on an amount equal to twice basic monthly remuneration paid not exceeding R4 000 in the aggregate;

(13) (a) Employees for whom wages are prescribed in paragraphs (a) and (c) of the Schedule to clause 3 of this Division, and part-time employees who normally work four hours or more per day or 20 hours or more per week who qualify for paid annual leave shall be paid a holiday bonus by their employers.

(b) The amount of the holiday bonus referred to in paragraph (a) of this subclause shall be two weeks' wages.

(c) The holiday bonus shall become due and payable at the same date as the annual leave falls due.

(d) Payment of the bonus prescribed in terms of subclause (13) (a) shall be made as follows, by mutual agreement reached between the employer and the employee, namely—

(i) on completion of 12 months' service; or

(ii) at commencement of the employees annual leave; or

(iii) by not later than the 20th day of December of each year.

Provided that in the event of agreement not having been reached between the employer and the employee, the bonus will be payable to the employee on completion of his leave cycle.

(e) An employee who has completed 12 months' or more service and is discharged or leaves his employment shall be entitled to an accrued holiday bonus payment equivalent to

(11) By diensbëeindiging van 'n werknemer wat kragtens subklousule (2) van hierdie klousule vir jaarlikse verlof gekwalifiseer het maar wat nie sy verlof op die datum van sodanige beëindiging toegestaan is of dit geneem het nie, moet sy werkgever hom verloffbesoldiging, bereken in ooreenstemming met subklousule (12) van hierdie klousule, asook verloffbonus in ooreenstemming met subklousule (13) van hierdie klousule betaal.

(12) (a) 'n Werknemer wat ontslaan word of sy diens verlaat voor die datum waarop hy vir jaarlikse verlof ingevolge subklousule (2) van hierdie klousule gekwalifiseer het, is geregtig op besoldiging vir opgelope verlof gelyk aan drie twee-en-vyftigstes van een week se besoldiging vir elke voltooid diensspan vanaf die datum waarop hy by die werkgever in diens getree het of vanaf die datum waarop sy laaste verlof verskuldig geword het, naamlik die jongste datum. Vir die toepassing van hierdie subklousule beteken "diensspan" die getal skofte wat die werknemer gewoonlik in 'n week werk.

(Opmerking: Besoldiging vir opgelope verlof word bereken deur drie weke se loon te vermenigvuldig met die gedeelte van 'n jaar gewerk, aldus:

Vir ses maande diens is die verloffbesoldiging $\frac{1}{2} \times$ drie weke se besoldiging;

vir 13 weke diens is die verloffbesoldiging $\frac{1}{4} \times$ drie weke se besoldiging;

vir vyf weke diens is die verloffbesoldiging $\frac{5}{12} \times$ drie weke se besoldiging.

Om drie weke se besoldiging vir 'n *maandeliks besoldigde* werknemer te bereken, moet die maandeliks besoldiging met $\frac{9}{13}$ vermenigvuldig word. Wat 'n maandeliks besoldigde werknemer betref, is die verloffbesoldiging opgeloopt in—

ses maande, dus $\frac{1}{2} \times \frac{9}{13} \times$ een maand se besoldiging;

13 weke, dus $\frac{1}{4} \times \frac{9}{13} \times$ een maand se besoldiging;

vyf weke, dus $\frac{5}{12} \times \frac{9}{13} \times$ een maand se besoldiging.)

(b) In die geval van 'n motorvoertuigverkoopspersoon of leweransiervkoopspersoon, word opgehoopte verloffbesoldiging bereken teen 'n bedrag gelykstaande aan tweemaal basiese maandeliks besoldiging, maar hoogstens R4 000 in die geheel.

(13) (a) Werkgewers moet 'n vakansiebonus betaal aan werknemers vir wie lone in paragrawe (a) en (c) van die Bylae van klousule 3 van hierdie Afdeling voorgeskryf word en aan deeltydse werknemers wat gewoonlik vier uur of meer per dag of 20 uur of meer per week werk en wat kwalifiseer vir jaarlikse verlof met besoldiging.

(b) Die bedrag van die vakansiebonus in paragraaf (a) van hierdie subklousule bedoel, is twee weke se loon.

(c) Die vakansiebonus word verskuldig en betaalbaar op die datum waarop die jaarlikse verlof verskuldig word.

(d) Betaling van die bonus soos voorgeskryf kragtens subklousule (13) (a), sal na wedersydse ooreenkoms tussen die werkgever en sy werknemer, geskied soos volg, naamlik—

(i) by voltooiing van 12 maande diens; of

(ii) aan die begin van die werknemer se jaarlikse verlof; of

(iii) nie later as die 20ste dag van Desember van elke jaar.

Met dien verstande dat in die geval waar die werkgever en sy werknemer nie ooreenkoms bereik het nie, die bonus aan die werknemer by voltooiing van sy verlofsiklus betaalbaar is.

(e) 'n Werknemer wat 12 maande of langer diens het en wat ontslaan word of sy werk verlaat, is geregtig op betaling van 'n opgehoopte vakansiebonus gelykstaande aan twee

CLAUSE 11: ADDITIONAL HOLIDAY PAY

(1) Every employer shall in respect of every journeyman employed by him pay additional holiday pay of R21,50 for each week of employment: Provided that—

(a) subject to the provisions of clause 10 (1) (b) (ii) (ad) of this Chapter, where a journeyman receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall be payable on behalf of such employee in respect of that week; and

(b) where in any leave cycle a journeyman has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by one fifth of the weekly amount payable, in respect of each further day of absence through illness or accident.

(2) The amounts payable in terms of subclause (1) of this clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees concerned and the amount of the additional holiday pay being sent for each such employee to the secretary of the Regional Council in whose area of jurisdiction the establishment is situated.

(Note:

1. Forms prepared specifically for the inclusion of the details required by this subclause are obtainable on application from the secretary of the Regional Council concerned.

2. Notwithstanding the provisions of subclause (2) of this clause, an employer may apply to the Regional Council concerned for an exemption in terms of which such additional holiday pay may be paid direct to the employee when he proceeds on annual leave.)

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

(4) The additional holiday pay payable in terms of subclause (1) shall be payable to journeymen when they proceed on annual leave, and application for it shall be lodged with the secretary of the Regional Council concerned at least two weeks before the beneficiary's leave is due to begin.

(5) Except as provided elsewhere in this Agreement, no deduction from additional holiday pay shall be made as a set-off against any money which may be owing to the employer.

(6) All employees other than journeymen, shall be paid an amount of additional holiday pay by their employers, by mutual agreement as follows:

- (a) On completion of 12 months' service; or
- (b) at commencement of the employee's annual leave; or
- (c) not later than the 20th day of December of each year;

Provided that in the event of agreement not having been reached between the employer and the employee, the payment shall be made to the employee on completion of his leave cycle.

(7) (a) The amount of the additional holiday pay referred to in subclause (6) of this clause shall be two weeks' wages in respect of every 12 months of employment.

KLOUSULE 11: ADDISIONELE VAKANSIEBESOLDIGING

(1) Elke werkgewer moet ten opsigte van elke vakman wat by hom in diens is, addisionele vakansiebesoldiging van R21,50 vir elke week diens betaal: Met dien verstande dat—

(a) waar 'n vakman 'n loon vir altesaam minder as 23 uur in 'n week ontvang of daarop geregtig is, geen addisionele vakansiebesoldiging, behoudens klousule 11 (1) (b) (ii) (ad) van hierdie Hoofstuk vir daardie week ten behoeve van sodanige werknemer betaalbaar is nie; en

(b) waar 'n vakman in sy verlofsiklus weens siekte of 'n ongeluk 30 dae lank van sy werk afwesig was, sy werkgewer die vakansiebesoldiging met een vyfde van die weeklikse bedrag betaalbaar kan verminder vir elke verdere dag afwesig weens siekte of 'n ongeluk.

(2) Die werkgewer moet die bedrae wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, maandeliks en wel voor of op die 10de dag van die maand wat onmiddellik volg op dié waarop sodanige bedrae betrekking het, saam met 'n skriftelike verklaring van die name van die betrokke werknemers en die bedrag van die addisionele vakansiebesoldiging wat vir elke sodanige werknemer gestuur word, aan die sekretaris van die Streekraad in wie se regsgebied sy bedryfsinrigting geleë is, stuur.

(Opmerking:

1. Vorms wat spesiaal opgestel is vir die insluiting van die besonderhede deur hierdie subklousule vereis, is op aansoek verkrygbaar van die sekretaris van die betrokke Streekraad.

2. Ondanks die bepalings van subklousule (2) van hierdie klousule, mag 'n werkgewer aansoek doen by die betrokke Streekraad om vrystelling ingevolge waarvan die addisionele vakansiebesoldiging direk aan die werknemer betaal mag word wanneer hy met verlof gaan.)

(3) In die gevalle waar 'n vakman weens die redes in subklousule (1) (ii) van hierdie klousule gespesifiseer van die werk afwesig was, moet die werkgewer die addisionele vakansiebesoldiging ingevolge subklousule (1) van hierdie klousule regstreeks aan die bevoordeelde betaal voor of op elke betaaldag wat binne sy tydperk van afwesigheid val.

(4) Die addisionele vakansiebesoldiging wat ingevolge subklousule (1) betaalbaar is, moet aan vakmanne betaal word wanneer hulle met hul jaarlikse verlof gaan, en aansoek daarom moet minstens twee weke voordat die bevoordeelde se verlof begin, by die sekretaris van die betrokke Streekraad ingedien word.

(5) Geen bedrae mag, behoudens andersluidende bepalings in hierdie Ooreenkoms, by wyse van skuldvergeliking vir geld wat aan die werkgewer verskuldig is van die addisionele vakansiebesoldiging afgetrek word nie.

(6) Alle werknemers, uitgesonderd vakmanne, moet addisionele vakansiebesoldiging deur hul werkgewers betaal word, onderworpe aan onderlinge ooreenkoms, soos volg:

- (a) By voltooiing van 12 maande diens; of
- (b) met die aanvang van die werknemer se jaarlikse verlof; of
- (c) nie later nie as die 20ste dag van Desember van elke jaar;

Met dien verstande dat in die geval waar ooreenkoms nie tussen die werkgewer en werknemer bereik is nie, die bonus by voltooiing van die werknemer se verlofsiklus aan hom betaalbaar is.

(7) (a) Die addisionele vakansiebesoldiging wat in subklousule (6) van hierdie klousule bedoel word, is twee weke se loon ten opsigte van elke 12 maande diens.

(b) The two weeks' pay referred to in paragraph (a) of this subclause shall be calculated at the rate the employee is earning when he goes on leave.

(c) The amount of the additional holiday pay referred to in paragraph (a) of this subclause shall be reduced by one fifty-second for each week during which the employee does not work a full five shifts, a "shift" for this purpose having the meaning given to this term in clause 10 (1) (b) of this Chapter.

(8) Where an employee, other than a journeyman leaves the service of his employer before qualifying for additional holiday pay, such employee shall be paid a *pro rata* portion of his additional holiday pay on termination of service.

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

(10) All amounts received in respect of additional holiday pay shall be placed in a special account operated by Regional Councils.

(11) Except as otherwise provided in this clause, additional holiday pay held on behalf of an employee shall be paid to him—

(a) if he leaves the Industry, on the expiration of 52 weeks calculated from the date on which the additional holiday pay commenced to accrue;

(b) while he is employed in the Industry, when he proceeds on annual leave,

or earlier, at the discretion of the Regional Council concerned.

(12) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate prescribed in clause 33 of the Administrative Agreement, from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in this absolute discretion to waive the payment of such interest or part thereof.

CLAUSE 12: OVERALLS

(1) Registered reconditioning establishments in all Regions shall supply free of charge to all employees, other than charrs, watchmen, general workers or drivers, a minimum of three first-grade boilermarker's overalls or washing coats per year, on the basis of two overalls at the commencement of the first period of six months and one at the commencement of the second period of six months.

(2) Employers shall provide their employees free of charge with articles of personal protective equipment and clothing in accordance with any applicable prescriptions promulgated in terms of the Machinery and Occupational Safety Act, 1983.

(3) The employer remains the owner of any item supplied to an employee by him free of charge in terms of this clause.

Signed at Johannesburg, on behalf of the parties, this 24th day of April 1994.

T. NIEUWOUDT,
President of the Council.

L. A. COETZER,
Vice-President of the Council.

B. G. DU PREEZ,
General Secretary of the Council.

(b) Die twee weke se loon wat in paragraaf (a) van hierdie subklousule bedoel word, moet bereken word teen die loon wat die werknemer verdien wanneer hy met verlof gaan.

(c) Die addisionele vakansiebesoldiging wat in paragraaf (a) van hierdie subklousule bedoel word, moet met een twee-en-vyftigste verminder word vir elke week wat die werknemer nie 'n volle vyf skofte werk nie, en vir die toepassing van hierdie subklousule het "skof" die betekenis wat in klousule 10 (1) (b) van hierdie Hoofstuk daaraan geheg word.

(8) Wanneer 'n werknemer, uitgesonderd 'n vakman, die diens van sy werkgever verlaat voordat hy vir die addisionele vakansiebesoldiging kwalifiseer, moet sodanige werknemer by diensbeëindiging 'n *pro rata*-gedeelte van sy addisionele vakansiebesoldiging betaal word.

(9) Addisionele vakansiebesoldiging wat deur 'n Streekraad of 'n werkgever namens 'n werknemer gehou word wat om gesondheidsredes of ander ongeskiktheid nie in staat is om sy beroep voort te sit nie, word onmiddellik aan die werknemer betaalbaar, en addisionele vakansiebesoldiging verskuldig aan 'n werknemer wat in die loop van sy diens sterf, word onmiddellik aan sy boedel betaalbaar.

(10) Alle bedrae wat ten opsigte van addisionele vakansiebesoldiging ontvang word, moet gestort word in 'n spesiale rekening wat Streekraade hanteer.

(11) Behoudens andersluidende bepalinge in hierdie klousule, moet addisionele vakansiebesoldiging wat namens 'n werknemer gehou word—

(a) as hy die Nywerheid verlaat, aan hom betaal word by verstryking van 52 weke vanaf die datum waarop die verlofbesoldiging begin ooploop het;

(b) terwyl hy nog in die Nywerheid werksaam is, aan hom betaal word wanneer hy sy jaarlikse verlof neem,

of dit kan na goeddunke van die betrokke Streekraad vroeër betaal word.

(12) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgever rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers voorgeskryf in klousule 33 van die Administratiewe Ooreenkoms vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na goeddunke betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

KLOUSULE 12: OORPAKKE

(1) Geregistreerde vernuwingsinrigtings in alle Streke moet 'n minimum van drie eerstegraadse ketelmakersoorpakke of wasbare jasse per jaar gratis aan alle werknemers verskaf, uitgesonderd skoonmaaksters, wagte, algemene werkers of drywers, op die grondslag van twee oorpakke aan die begin van die eerste tydperk van ses maande en een aan die begin van die tweede tydperk van ses maande.

(2) Werkgewers moet aan hul werknemers gratis persoonlike beskermende uitrustings en/of klere verskaf ooreenkomstig enige toepaslike voorskrifte uitgevaardig kragtens die Wet op Masjinerie en Beroepsveiligheid, 1983.

(3) Die werkgever bly die eienaar van elke kledingstuk wat hy ooreenkomstig hierdie klousule gratis aan 'n werknemer verskaf het.

Namens die partye op hede die 24ste dag van April 1995 te Johannesburg onderteken.

T. NIEUWOUDT,
President van die Raad.

L. A. COETZER,
Visepresident van die Raad.

B. G. DU PREEZ,
Hoofsekretaris van die Raad.

**THE NATIONAL INDUSTRIAL COUNCIL FOR THE
MOTOR INDUSTRY**

ANNEXURE A

[Prescribed in terms of clause 14 of Chapter IV
of Division C]

CERTIFICATE OF SERVICE

To whom it may concern

..... (name
of employee) has been employed by me as an operative,
grade A, operative, grade B or operative, grade C*
from..... to.....

During this period he operated the following machines:

Reboring machine
Cylinder honing machine
Crankshaft grinder
Connecting-rod machine
Surface grinding machine
Valve refacing machine

(Cross out those which the employee did not operate.)

(Signed).....
Employer

Name of firm.....

* If the person referred to in this Certificate was for the first
part of his employment an operative, grade A, operative,
grade B or operative, grade C and was employed sub-
sequently as an operative, grade A, operative, grade B or
operative, grade C, please insert the relative dates here:

Employed as operative, grade A, operative, grade B or
operative, grade C

to.....

Employed as operative, grade A, operative, grade B or
operative, grade C

to.....

**THE NATIONAL INDUSTRIAL COUNCIL FOR THE
MOTOR INDUSTRY**

ANNEXURE B

[Prescribed in terms of clause 9 (e) of the Administrative
Agreement]

NOTICE

The attention of all concerned is drawn to the following
clauses in the Main Agreement of the National Industrial
Council for the Motor Industry:

Employment on journeyman's work: Clause 7 (1) of
Division A in terms of which it is an offence for an
employer to instruct or permit an employee or for an
employee to instruct any other employee (not being a
journeyman, B/A journeyman, apprentice, or trainee
under the Manpower Training Act, 1981), to do journey-
man's work.

Out-work: Clause 4 of Division A in terms of which it is
an offence for any employee to engage in motor vehicle
repair work, whether for gain or not, except—

(a) on behalf of his employer; or;

(b) on a motor vehicle registered in the employee's
name.

**DIE NASIONALE NYWERHEIDSRaad VIR DIE
MOTORNYWERHEID**

AANHANGSEL A

[Voorgeskrif kragtens klousule 14 van Hoofstuk IV
van Afdeling C]

DIENSSERTIFIKAAT

Heil die leser

..... (naam
van werknemer) was by my in diens as 'n werkmán, graad A,
werkmán graad B of werkmán graad C*
vanaf..... tot.....

Gedurende hierdie tydperk het hy ondergenoemde
masjiene bedien:

Herboormasjiene
Silinderslypmasjiene
Krukasslypmasjiene
Suierstangmasjiene
Oppervlakslypmasjiene
Klephervlakmasjiene

(Skrap dié masjiene wat die werknemer nie bedien het nie.)

(Geteken).....
Werkgewer

Naam van firma.....

* Indien die persoon wat in hierdie sertifikaat bedoel word,
vir die eerste gedeelte van sy diens 'n werkmán graad A,
werkmán graad B of werkmán graad C was en later as 'n
werkmán graad A, werkmán graad B of werkmán graad C in
diens was, skryf asb. die betrokke datums hieronder in:

In diens as werkmán graad A, werkmán graad B of
werkmán graad C.....

tot.....

In diens as werkmán graad A, werkmán graad B of
werkmán graad C.....

tot.....

**DIE NASIONALE NYWERHEIDSRaad VIR DIE
MOTORNYWERHEID**

AANHANGSEL B

[Voorgeskrif kragtens klousule 9 (e) van die Administratiewe
Ooreenkoms]

KENNISGEWING

Die aandag van alle betrokkenes word gevestig op onder-
vermelde klousules in die Hoof-ooreenkoms van die Nasio-
nale Nywerheidsraad vir die Motornywerheid:

Indiensneming vir vakmanswerk: Klousule 7 (1) van
Afdeling A waarvolgens dit 'n oortreding vir 'n werkgewer
is om 'n werknemer te gelas of toe te laat om, of vir 'n
werknemer om 'n ander werknemer (wat nie 'n vakman,
B/A-vakman, vakleerling of kwekeling ingevolge die Wet
op Mannekragopleiding, 1981), is nie, te gelas of toe te
laat om vakmanswerk te verrig.

Buitewerk: Klousule 4 van Afdeling A waarvolgens dit
'n oortreding vir 'n werknemer is om motorvoer-
tuigherstelwerk te verrig, hetsy vir wins of nie, behalwe—

(a) namens sy werkgewer; of

(b) aan 'n motorvoertuig wat in die werknemer se
naam geregistreer is.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

ANNEXURE C

[Prescribed in terms of clause 12 (13) of Chapter I of Division C, clause 13 (12) of Part I of Chapter II of Division C and clause 13 (4) of Chapter IV of Division C]

TOOL LIST

Motor mechanic

- 1 Set set spanners, $\frac{1}{8}$ " to 1" or 6 mm to 25 mm.
- 1 Set ring spanners, $\frac{1}{8}$ " to 1" or 6 mm to 25 mm.
- 2 Crescent spanners 6" and 12" or 150 mm and 300 mm.
- 1 Stillson wrench.
- 1 Set socket wrenches, $\frac{1}{8}$ " to 1" or 6 mm to 25 mm.
- 1 Set tappet spanners.
- 1 Set chisels (small).
- 1 Duralite hammer, 1 lb or 450 g.
- 2 Engineer's hammers, 1/4 lb and 2 lb or 125 g and 900 g.
- 1 Set twist drills, $\frac{1}{16}$ " to $\frac{3}{8}$ " or 1 mm to 10 mm.
- 1 Pair tin snips, 8" or 200 mm.
- 1 Hacksaw frame.
- 1 Oil can.
- 2 Steel rules, 6" and 12" or 150 mm and 300 mm.
- 1 Set feeler gauges.
- 1 Small brace.
- 1 Pair side cutting pliers, 6" or 150 mm.
- 1 Pair gas pliers, 6" or 150 mm.
- 1 Pair pump gland pliers.
- 1 Valve grinder, suction type.
- 1 Scriber.
- 1 Centre punch.
- 1 Set pin punches, up to $\frac{5}{16}$ " or 8 mm.
- 1 Pair dividers.
- 1 Half round file, 6" or 150 mm.
- 1 Round file, 6" or 150 mm.
- 1 Flat file, 6" or 150 mm.
- 1 Three-cornered file, 6" or 150 mm.
- 1 Pair inside callipers, 4" or 100 mm.
- 1 Pair outside callipers, 4" or 100 mm.
- 1 Set Phillips Screwdrivers.
- 3 Screwdrivers, 6", 8" and 12" or 150 mm, 200 mm and 300 mm.
- 1 Set belt punches, up to $\frac{1}{2}$ " or 12,6 mm.
- 2 Spark plug sockets.

Vehicle body builder

- 1 Panel saw, 8 teeth to 1" or 8 teeth to 25,4 mm.
- 1 Tenon saw.
- 1 Keyhole saw.
- 1 Stanley plane, No. 4 $\frac{1}{2}$.
- 1 Compass plane, adjustable.
- 1 Set firmer chisels, $\frac{1}{8}$ " to 1" or 6 mm to 25 mm.
- 1 Marking gauge.
- 1 Ratchet brace, 10" or 150 mm.
- 1 Set auger bits, $\frac{1}{4}$ " to 1" or 12 mm to 25 mm.

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTORNYWERHEID

AANHANGSEL C

[Voorgeskryf kragtens klousule 12 (13) van Hoofstuk I van Afdeling C, klousule 13 (12) van Deel I van Hoofstuk II van Afdeling C en klousule 13 (4) van Hoofstuk IV van Afdeling C]

GEREEDSKAPSLYS

Motorwerktuigkundige

- 1 Stel oopbeksleutels, $\frac{1}{8}$ " tot 1" of 6 mm tot 25 mm.
- 1 Stel ringsleutels, $\frac{1}{8}$ " tot 1" of 6 mm tot 25 mm.
- 2 Sekelvormige sleutels, 6" en 12" of 150 mm en 300 mm.
- 1 Bobbejaansleutel.
- 1 Stel soksleutels, $\frac{1}{8}$ " tot 1" of 6 mm tot 25 mm.
- 1 Stel kelpsleutels.
- 1 Stel beitels (klein).
- 1 Duralite-hamer, 1 pd. of 450 g.
- 2 Ingenieurshamers, 1/4 pd. en 2 pd. of 125 g en 900 g.
- 1 Stel spiraalbore, $\frac{1}{16}$ " tot $\frac{3}{8}$ " of 1 mm tot 10 mm.
- 1 Krom blikskêr, 8" of 200 mm.
- 1 Ystersaagraam.
- 1 Oliekan.
- 2 Staalmeetstokke, 6" en 12" of 150 mm en 300 mm.
- 1 Stel voelermate.
- 1 Klein omslag.
- 1 Sykniptang, 6" of 150 mm.
- 1 Gastang, 6" of 150 mm.
- 1 Pompdrukstuktang.
- 1 Klepslyper, suigtipte.
- 1 Kraspen.
- 1 Senterpons.
- 1 Stel penponse, tot $\frac{5}{16}$ " of 8 mm.
- 1 Verdeelpasser.
- 1 Halfrondvyl, 6" of 150 mm.
- 1 Ronde vyl, 6" of 150 mm.
- 1 Platvyl, 6" of 150 mm.
- 1 Driehoekige vyl, 6" of 150 mm.
- 1 Binnemeetpasser, 4" of 100 mm.
- 1 Buitemeetpasser, 4" of 100 mm.
- 1 Stel Phillips-skroewedraaiers.
- 3 Skroewedraaiers, 6", 8" en 12" of 150 mm, 200 mm en 300 mm.
- 1 Stel vetergatponse tot $\frac{1}{2}$ " of 12,6 mm.
- 2 Vonkpropsokke.

Voertuigbakbouer

- 1 Paneelsaag, 8 tandes tot 1" of 8 tandes tot 25,4 mm.
- 1 Tapsaag.
- 1 Sleutelgatsaag.
- 1 Stanley-skaaf No. 4 $\frac{1}{2}$.
- 1 Verstelbare hobbelskaaf.
- 1 Stel steekbeitels, $\frac{1}{8}$ " tot 1" of 6 mm tot 25 mm.
- 1 Kruishout.
- 1 Ratelomslag, 10" of 150 mm.
- 1 Stel awegaarbore, $\frac{1}{4}$ " tot 1" of 12 mm tot 25 mm.

- 1 Screwdriver bit.
- 1 Countersunk bit.
- 1 Hand drill.
- 1 Set jobber's drills, $\frac{1}{8}$ " to $\frac{1}{4}$ " or 6 mm to 12 mm.
- 1 Oil stone.
- 2 G clamps, 6" or 150 mm.
- 1 Pair dividers, 9" or 225 mm.
- 1 Pair tin snips, 8" or 200 mm.
- 1 Wooden mallet.
- 1 Cross-pene hammer.
- 1 Hammer, 4 lbs or 1 800 g.
- 1 Nail punch.
- 1 Prick punch.
- 2 Screwdrivers, 6" and 12" or 150 mm and 300 mm.
- 1 Rule, 3' or 1 metre.
- 1 Spoke shave.
- 3 Squares, 6", 12" and 24" or 150 mm, 300 mm and 600 mm.
- 1 Bevel, 6" or 150 mm.
- 1 Cold chisel.
- 1 Scraper.
- 1 Set set spanners, $\frac{1}{8}$ " to 1" or 6 mm to 25 mm.
- 1 Centre punch.
- 1 Hacksaw frame.
- 1 Claw hammer, 1 lb or 450 g.

Welder

- 1 Wire brush.
- 1 Set chisels (assorted) for metal.
- 1 Hammer.
- 2 Rules, 6" and 12" or 150 mm and 300 mm.
- 1 Chipping hammer.
- 2 G clamps.
- 1 Square.
- 1 Small hand drill.
- 1 Set drills, straight shank, $\frac{1}{16}$ " to $\frac{3}{8}$ " or 1 mm to 10 mm.
- 1 Pair blacksmith's tongs.
- 2 Pairs pliers.
- 4 Assorted files, 6" or 150 mm.
- 1 File handle.
- 1 Steel tape, 6' or 2 metres.
- 2 Shifting spanners.
- 2 Screwdrivers.
- 1 Pinch bar (crowbar), 18" or 450 mm.
- 1 Hacksaw frame.

Automotive sheet metal worker/auto body repairer/panelbeater

- 1 Planishing hammer.
- 1 Blocking hammer.
- 1 Peenhead hammer.
- 1 Cross-pene hammer, 1 lb or 450 g.
- 1 Set of dollies.
- 1 Mallet.

- 1 Omslagskroewedraaier.
- 1 Versinkboor.
- 1 Handboor.
- 1 Stel stukwerkersbore, $\frac{1}{8}$ " tot $\frac{1}{4}$ " of 6 mm tot 12 mm.
- 1 Oliesteen.
- 2 G-klampe, 6" of 150 mm.
- 1 Verdeelpasser, 9" of 225 mm.
- 1 Krom blikskêr, 8" of 200 mm.
- 1 Houthamer.
- 1 Dwarspenhamer.
- 1 Hamer, 4 pd. of 1 800 g.
- 1 Spykerpons.
- 1 Prikpons.
- 2 Skroewedraaiers, 6" en 12" of 150 mm en 300 mm.
- 1 Meetstok, 3' of 1 meter.
- 1 Speekstaaf.
- 3 Winkelhake, 6", 12" en 24" of 150 mm, 300 mm en 600 mm.
- 1 Swaaihaak (E. Bevel), 6" of 150 mm.
- 1 Koubeitel.
- 1 Skraper (skraapmes).
- 1 Stel oopbeksleutels, $\frac{1}{8}$ " tot 1" of 6 mm tot 25 mm.
- 1 Senterpons.
- 1 Ystersaagmaam.
- 1 Klouhamer, 1pd. of 450 g.

Sweiser

- 1 Staalborsel.
- 1 Stel beitels (gemeng) vir metaal.
- 1 Hamer.
- 2 Meetstokke, 6" en 12" of 150 mm en 300 mm.
- 1 Bikhamer.
- 2 G-klampe.
- 1 Winkelhaak (E. Square).
- 1 Klein handboor.
- 1 Stel bore, (reguitskag), $\frac{1}{16}$ " tot $\frac{3}{8}$ " of 1 mm tot 10 mm.
- 1 Smidstang.
- 2 Tange.
- 4 Gemengde vyle, 6" of 150 mm.
- 1 Vylhef.
- 1 Staalmeetband, 6' of 2 meter.
- 2 Stelbare sleutels.
- 2 Skroewedraaiers.
- 1 Breekyster (koevoet), 18" of 450 mm.
- 1 Ystersaagmaam.

Motorplaatmetaalwerker/motorbakhersteller/duikklop-per

- 1 Planeerhamer.
- 1 Sperhamer.
- 1 Righamer.
- 1 Dwarspenhamer, 1 pd. of 450 g.
- 1 Stel kloplese.
- 1 Houthamer.

- 1 Set spanners, $\frac{1}{8}$ " to 1" or 6 mm to 25 mm.
- 1 Set assorted punches, up to $\frac{1}{2}$ " or 13 mm.
- 1 Small soldering iron.
- 2 G clamps, 4" to 8" or 100 mm to 200 mm.
- 1 Fender bead pliers.
- 1 Fender flange pliers.
- 1 Pair snips, straight.
- 1 Pair snips, curved.
- 1 Metal square, 18" or 450 mm.
- 1 Pair compasses.
- 2 Cold chisels.
- 1 Steel rule, 12" or 300 mm.
- 1 Steel tape, 6' or 2 metres.
- 1 Set spoons.
- 1 Hacksaw frame.
- 2 Screwdrivers, 6" and 10" or 150 mm and 250 mm.
- 1 Set Phillips screwdrivers.
- 1 Half round file, 6" or 150 mm.
- 1 Round file, 6" or 150 mm.
- 1 Flat file, 6" or 150 mm.
- 1 Three-cornered file, 6" or 150 mm.

Automotive electrician

- 2 Hammers, $\frac{1}{2}$ lb and 1 $\frac{1}{2}$ lb or 225 g and 675 g
- 1 Large screwdriver.
- 1 Medium screwdriver.
- 1 Set Phillips screwdrivers.
- 1 Pair multigrip pliers.
- 1 Pair side cutting pliers, 6" or 150 mm.
- 1 Pair gas pliers, 6" or 150 mm.
- 1 Longnose pliers, 6" or 150 mm.
- 1 Set socket wrenches, $\frac{1}{2}$ " to 1" or 12,5 mm to 25 mm.
- 1 Set set spanners $\frac{1}{8}$ " to 1" or 6 mm to 25 mm.
- 1 Set ring spanners, $\frac{1}{8}$ " to 1" or 6 mm to 25 mm.
- 2 Shifting spanners, 6" and 10" or 150 mm and 250 mm.
- 1 Set of three small chisels.
- 1 Small brace.
- 1 Set pin punches, small.
- 1 Centre punch.
- 1 Pair wire trimming cutters.
- 1 Solering iron, 1 lb or 450 g.
- 1 Hacksaw frame.
- 1 Set feeler gauges.
- 1 Pair inside callipers, 4" or 100 mm.
- 1 Pair outside callipers, 4" or 100 mm.
- 1 Small service socket kit.
- 1 Pair scissors.
- 1 Pair tinsnips, 8" or 200 mm.
- 1 Set drills, steel, $\frac{1}{16}$ " to $\frac{3}{8}$ " or 1 mm to 10 mm.
- 2 Steel rules, 6" and 12" and 150 mm and 300 mm.
- 1 Half round file, 6" or 150 mm.
- 1 Round file, 6" or 150 mm.
- 1 Flat file, 6" or 150 mm.
- 1 Three-cornered file, 6" or 150 mm.

- 1 Stel moersleutels, $\frac{1}{8}$ " tot 1" of 6 mm tot 25 mm.
- 1 Stel gemengde ponse, tot $\frac{1}{2}$ " of 13 mm.
- 1 Klein soldeerbout.
- 2 G-klampe, 4" tot 8" of 100 mm tot 200 mm.
- 1 Modderskermkrultang.
- 1 Modderskermflenstang.
- 1 Reguit blikskêr.
- 1 Krom blikskêr.
- 1 Metaalwinkelhaak, 18" of 450 mm.
- 1 Stel passers.
- 2 Koubeitels.
- 1 Staalliniaal, 12" of 300 mm.
- 1 Staalmeetband, 6' of 2 meters.
- 1 Stel lepels.
- 1 Ystersaagraam.
- 2 Skroewedraaiers, 6" of 10" of 150 mm en 250 mm.
- 1 Stel Phillips-skroewedraaiers.
- 1 Halfrondvyl, 6" of 150 mm.
- 1 Ronde vyl, 6" of 150 mm.
- 1 Platvyl, 6" of 150 mm.
- 1 Driehoekige vyl, 6" of 150 mm.

Motorelektrisiën

- 2 Hamers, $\frac{1}{2}$ pd. en 1 $\frac{1}{2}$ pd. of 225 g en 675 g
- 1 Groot skroewedraaiër.
- 1 Medium skroewedraaiër.
- 1 Stel Phillips-skroewedraaiers.
- 1 Meergreeptang.
- 1 Sykniptang, 6" of 150 mm.
- 1 Gastang, 6" of 150 mm.
- 1 Langbektang 6" of 150 mm.
- 1 Stel sokseleutels, $\frac{1}{2}$ " tot 1" of 12,5 mm tot 25 mm.
- 1 Stel oopbeksleutels $\frac{1}{8}$ " tot 1" of 6 mm tot 25 mm.
- 1 Stel ringsleutels, $\frac{1}{8}$ " tot 1" of 6 mm tot 25 mm.
- 2 Stelbare sleutels, 6" en 10" of 150 mm en 250 mm.
- 1 Stel van drie klein beitels.
- 1 Klein omslag.
- 1 Stel penponse, klein.
- 1 Senterpons.
- 1 Draadstrooptang.
- 1 Soldeerbout, 1 pd. of 450 g.
- 1 Ystersaagraam.
- 1 Stel voelermate.
- 1 Binnemeetpasser, 4" of 100 mm.
- 1 Buitemeetpasser, 4" of 100 mm.
- 1 Klein sokdiens-gereedskapstel.
- 1 Skêr.
- 1 Krom blikskêr, 8" of 200 mm.
- 1 Stel staalbore, $\frac{1}{16}$ " tot $\frac{3}{8}$ " of 1 mm tot 10 mm.
- 2 Staalliniale, 6" en 12" of 150 mm en 300 mm.
- 1 Halfrondvyl, 6" of 150 mm.
- 1 Ronde vyl, 6" of 150 mm.
- 1 Platvyl, 6" of 150 mm.
- 1 Driehoekige vyl, 6" of 150 mm.

Trimmer

- 1 Tack hammer (magnetic).
- 1 Ball peen hammer, 1½ lb or 675 g.
- 1 Pair scissors, 12" or 300 mm.
- 1 Nail punch.
- 1 Revolving leather punch.
- 1 Press button setting punch.
- 3 Screwdrivers, 6", 8" and 12" or 150 mm, 200 mm and 300 mm.
- 1 Tailor's rule, 3' or 1 metre.
- 1 Tape measure, 6' or 2 metres.
- 2 Pairs trimmer's pliers.
- 1 Set twist drills, ⅛" to ⅜" or 1 mm to 10 mm.
- 1 cold chisel, ½" or 13 mm.
- 1 Square, 18" × 24" or 350 mm × 600 mm.
- 1 Set ring spanners, up to 1" or 25 mm.
- 1 Pair small pincers.
- 1 Claw tool.
- 1 Set of three Phillips screwdrivers.
- 1 Pair bulldog pliers.
- 1 Pair bulling pliers (web stretcher).
- 1 Pair side cutting pliers.
- 1 Pair gas pliers.
- 2 Trimmer's knives (1 curved).
- 1 Set bell punches up to 1" or 25 mm.
- 1 Set pin punches.
- 1 Hacksaw frame.
- 1 Pair dividers.
- 2 Circular needles.
- 1 Set box spanners, ⅜" to ¾" or 4,75 mm to 19 mm.
- 1 Pair pliers, cushion spring clip.
- 3 Small chisels, up to ½" or 13 mm.
- 1 Centre punch.
- 1 Small hand drill.

Automotive machinist and fitter/automotive turner and machinist

- 2 Pairs inside callipers.
- 2 Pairs outside callipers.
- 1 Depth gauge.
- 2 Screwdrivers.
- 2 Hammers.
- 1 Stillson wrench.
- 1 Set feeler gauges.
- 2 Steel rules, 150 mm and 300 mm.
- 1 Pair dividers.
- 1 Pair hermaphrodite callipers.
- 1 Centre punch.
- 1 Set drills, straight shank, 1 mm to 10 mm (if not used repetitively).
- 1 File handle.
- 1 Hacksaw frame.
- 1 Oil can.

Afwerker (stoffeerder)

- 1 Hegspykerhamer (magneties).
- 1 Bolpenhamer, 1½ pd. of 675 g.
- 1 Skêr, 12" of 300 mm.
- 1 Spykerpons.
- 1 Draaileerpons.
- 1 Stelbare drukknooppons.
- 3 Skroewedraaiers, 6", 8" en 12" of 150 mm, 200 mm en 300 mm.
- 1 Kleremakermaatband (meetstok), 3' of 1 meter.
- 1 Meetband, 6' of 2 meter.
- 2 Bekleêrstange.
- 1 Stel spiraalbore, ⅛" tot ⅜" of 1 mm tot 10 mm.
- 1 Koubeitel, ½" of 13 mm.
- 1 Winkelhaak, 18" × 24" of 350 mm × 600 mm.
- 1 Stel ringsleutels, tot 1" of 25 mm.
- 1 Klein knyptang.
- 1 Tandbeitel.
- 1 Stel van drie Phillips-skroewedraaiers.
- 1 Boelkneltang.
- 1 Touweefsteltrekker.
- 1 Syknyptang.
- 1 Gastang.
- 2 Bekleêrsmesse (een krom).
- 1 Stel klokponse, tot 1" of 25 mm.
- 1 Stel penponse.
- 1 Ystersaagraam.
- 1 Verdeelpasser.
- 2 Sirkelvormige naalde.
- 1 Stel soksleutels, ⅜" tot ¾" of 4,75 mm tot 19 mm.
- 1 Buigtang (kussingveerklem).
- 3 Klein beitels, tot ½" of 13 mm.
- 1 Senterpons.
- 1 Klein handboor.

Motormasjins en -passer/motordraaier en -masjins

- 2 Binnemeetpassers.
- 2 Buitemeetpassers.
- 1 Dieptemaat.
- 2 Skroewedraaiers.
- 2 Hamers.
- 1 Bobbejaansteutel.
- 1 Stel voelermate.
- 2 Staalliniale, 150 mm en 300 mm.
- 1 Verdeelpasser.
- 1 Kweepasser.
- 1 Senterpons.
- 1 Stel bore, reguitskag, 1 mm tot 10 mm (indien nie herhalend gebruik nie).
- 1 Vylhef.
- 1 Ystersaagraam.
- 1 Oliekan.

- 1 Tool box.
- 1 Vernier gauge, 150 mm.
- 1 Radius gauge.
- 1 Set sockets, 10–22 mm.
- 1 Power bar.
- 1 Set ring spanners 10–22 mm.
- 2 Sets Allen keys (Imperial and metric).
- Vice grips.
- 1 Pair pliers.
- Thread gauge.
- T-wrench.

Engine fitter

- 1 Set set spanners, $\frac{1}{8}$ " to 1" or 6 mm to 25 mm.
- 1 Set ring spanners, $\frac{1}{8}$ " to 1" or 6 mm to 25 mm.
- 2 Shifting spanners, 6" and 12" or 150 mm and 300 mm.
- 1 Stillson wrench.
- 1 Set socket wrenches, $\frac{1}{8}$ " to 1" or 6 mm to 25 mm.
- 1 Set tappet spanners.
- 1 Set chisels (small).
- 1 Duralite hammer, 1 lb or 450 g.
- 2 Engineer's hammers, $\frac{1}{4}$ lb and 2 lb or 125 g and 990 g.
- 1 Round file, 6" or 150 mm.
- 1 Pair tin snips, 8" or 200 mm.
- 1 Hacksaw frame.
- 1 Oil can.
- 2 Steel rules, 6" and 12" or 150 mm and 300 mm.
- 1 Set feeler gauges.
- 1 Small brace.
- 1 Pair side cutting pliers, 6" or 150 mm.
- 1 Pair gas pliers, 6" or 150 mm.
- 1 Pair pump gland pliers.
- 1 Valve grinder, suction type.
- 1 Scriber.
- 1 Centre punch.
- 1 Set pin punches up to $\frac{5}{16}$ " or 8 mm.
- 1 Pair dividers.
- 1 Half round file, 6" or 150 mm.
- 1 Flat file, 6" or 150 mm.
- 1 Three-cornered file, 6" or 150 mm.
- 1 Pair inside callipers, 4" or 100 mm.
- 1 Pair outside callipers, 4" or 100 mm.
- 1 Set Phillips screwdrivers.
- 3 Screwdrivers, 6", 8" and 12" or 150 mm, 200 mm and 300 mm.
- 1 Set belt punches, up to $\frac{1}{2}$ " or 12,6 mm.
- 2 Spark plug sockets.
- Vice grip.
- Allen keys.

Fitter and turner

- 2 Pairs inside callipers.
- 2 Pairs outside callipers.
- 1 Combination set, 6" × 12" or 150 mm × 300 mm.

- 1 Gereedskapskas.
- 1 Noniuspasser, 150 mm.
- 1 Straalmaat.
- 1 Stel sokke, 10–22 mm.
- 1 Stroomspoor.
- 1 Stel ringsleutels 10–22 mm.
- 2 Stelle Allensleutels (Imperiaal en metriek).
- Bankskroefbekke.
- 1 Buigtang.
- 'n Skroefdraadmeter.
- 'n T-Sleutel.

Enjinpasser

- 1 Stel oopbeksleutels, $\frac{1}{8}$ " tot 1" of 6 mm tot 25 mm.
- 1 Stel ringsleutels, $\frac{1}{8}$ " tot 1" of 6 mm tot 25 mm.
- 2 Stelbare sleutels, 6" en 12" of 150 mm en 300 mm.
- 1 Bobbejaansleutel.
- 1 Stel sokseleutels $\frac{1}{8}$ " tot 1" of 6 mm tot 25 mm.
- 1 Stel klepsleutels.
- 1 Stel beitels (klein).
- 1 Duralite-hamer, 1 pd. of 450 g.
- 2 Ingenieurshamers, $\frac{1}{4}$ pd. en 2 pd. of 125 g en 900 g.
- 1 Ronde vyl, 6" of 150 mm.
- 1 Krom blikskêr, 8" of 200 mm.
- 1 Ystersaagraam.
- 1 Oliekan.
- 2 Staalmeetstokke, 6" en 12" of 150 mm en 300 mm.
- 1 Stel voelermate.
- 1 Klein omslag.
- 1 Sykniptang, 6" of 150 mm.
- 1 Gastang, 6" of 150 mm.
- 1 Pompdrukstuktang.
- 1 Klepslyper, suigtype.
- 1 Kraspen.
- 1 Senterpons.
- 1 Stel penponse, tot $\frac{5}{16}$ " of 8 mm.
- 1 Verdeelpasser.
- 1 Halfronde vyl, 6" of 150 mm.
- 1 Platvyl, 6" of 150 mm.
- 1 Driehoekige vyl, 6" of 150 mm.
- 1 Binnemeetpasser, 4" of 100 mm.
- 1 Buitemeetpasser, 4" of 100 mm.
- 1 Stel Phillips-skroewedraaiers.
- 3 Skroewedraaiers, 6", 8" en 12" of 150 mm, 200 mm en 300 mm.
- 1 Stel vetergatponse, tot $\frac{1}{2}$ " of 12,6 mm.
- 2 Vonkpropsokke.
- 'n Bankskroefbek.
- Allensleutels.

Passer en draaier

- 2 Binnemeetpassers.
- 2 Buitemeetpassers.
- 1 Kombinasiestel, 6" × 12" of 150 mm × 300 mm.

- 1 Depth gauge.
- 2 Screwdrivers.
- 2 Hammers.
- 2 Scrapers.
- 1 Shifting spanner.
- 1 Screw-pitch gauge.
- 1 Set feeler gauges.
- 1 Oil can.
- 1 Surface gauge.
- 2 Steel rules, 6" and 12" or 150 mm and 300 mm.
- 1 Pair dividers.
- 1 Pair hermaphrodite callipers.
- 1 Centre punch.
- 1 Screwing tool, centre gauge.
- 1 Set drills, straight shank, $\frac{1}{8}$ " to $\frac{3}{8}$ " or 1 mm to 10 mm.
- 1 File handle.
- 1 Hacksaw frame.

Spray painter

- 1 Set stripping brushes.
- 1 Chalk line.
- 1 Rule, 3' or 1 metre.
- 1 Set liners.

- 1 Dieptemaat.
- 2 Skroewedraaiers.
- 2 Hamers.
- 2 Skrapers.
- 1 Stelbare sleutel.
- 1 Skroefsteekmaat.
- 1 Stel voelermate.
- 1 Oliekan.
- 1 Krasblok.
- 2 Staalliniale, 6" en 12" of 150 mm en 300 mm.
- 1 Verdeelpasser.
- 1 Kweekpasser.
- 1 Senterpons.
- 1 Draadsnybeitel, middelmaat.
- 1 Stel bore (reguitskag), $\frac{1}{8}$ " tot $\frac{3}{8}$ " of 1 mm tot 10 mm.
- 1 Vylhef.
- 1 Ystersaagraam.

Spuiterverwer

- 1 Stel stroopborsels.
- 1 Slaglyn.
- 1 Meetstok, 3' of 1 m.
- 1 Stel slytstukke.

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IMPORTANT ANNOUNCEMENT***Closing times PRIOR TO PUBLIC HOLIDAYS for*****LEGAL NOTICES
GOVERNMENT NOTICES** 1995*The closing time is 15:00 sharp on the following days:*

- ▶ **16 March**, Thursday, for the issue of Friday **24 March**
- ▶ **6 April**, Thursday, for the issue of Thursday **13 April**
- ▶ **12 April**, Wednesday, for the issue of Friday **21 April**
- ▶ **20 April**, Thursday, for the issue of Friday **28 April**
- ▶ **26 April**, Wednesday, for the issue of Friday **5 May**
- ▶ **8 June**, Thursday, for the issue of Thursday **15 June**
- ▶ **3 August**, Thursday, for the issue of Friday **11 August**
- ▶ **21 September**, Thursday, for the issue of Friday **29 September**
- ▶ **20 December**, Wednesday, for the issue of Friday **29 December**
- ▶ **28 December**, Thursday, for the issue of Friday **5 January 1996**

Late notices will be published in the subsequent issue, if under special circumstances, a late notice is being accepted, a double tariff will be charged

The copy for a **SEPARATE Government Gazette** must be handed in not later than three calendar weeks before date of publication

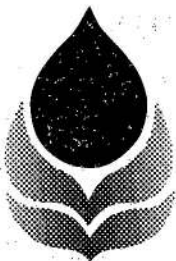
BELANGRIKE AANKONDIGING***Sluitingstye VOOR VAKANSIEDAE vir*****WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS** 1995*Die sluitingstyd is stiptelik 15:00 op die volgende dae:*

- ▶ **16 Maart**, Donderdag, vir die uitgawe van Vrydag **24 Maart**
- ▶ **6 April**, Donderdag, vir die uitgawe van Donderdag **13 April**
- ▶ **12 April**, Woensdag, vir die uitgawe van Vrydag **21 April**
- ▶ **20 April**, Donderdag, vir die uitgawe van Vrydag **28 April**
- ▶ **26 April**, Woensdag, vir die uitgawe van Vrydag **5 Mei**
- ▶ **8 Junie**, Donderdag, vir die uitgawe van Donderdag **15 Junie**
- ▶ **3 Augustus**, Donderdag, vir die uitgawe van Vrydag **11 Augustus**
- ▶ **21 September**, Donderdag, vir die uitgawe van Vrydag **29 September**
- ▶ **20 Desember**, Woensdag, vir die uitgawe van Vrydag **29 Desember**
- ▶ **28 Desember**, Donderdag, vir die uitgawe van Vrydag **5 Januarie 1996**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word.

Wanneer 'n **APARTE Staatskoerant** verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

Use it

Don't abuse  it

water is for everybody

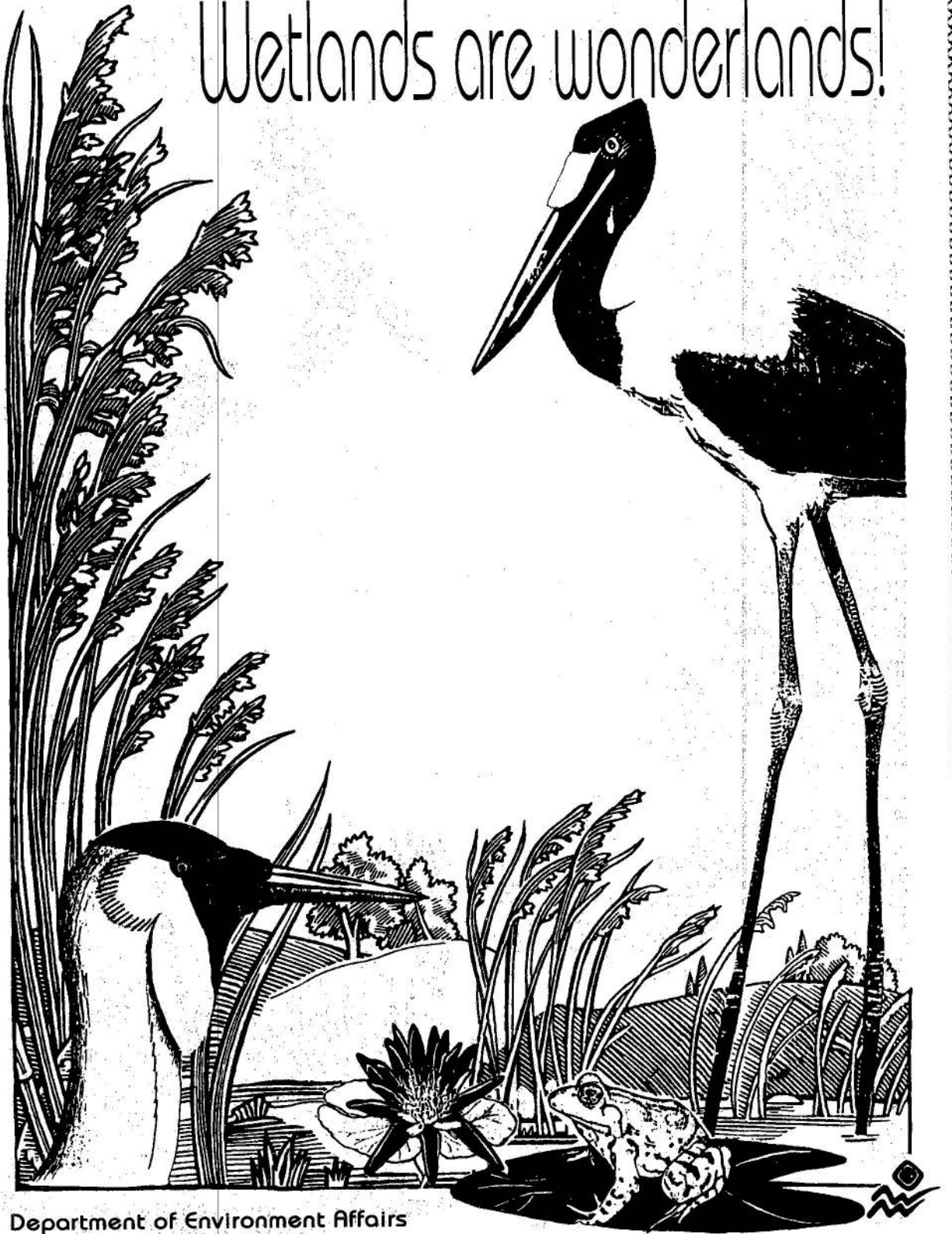


Werk mooi daarmee

Ons leef  daarvan

water is kosbaar

Wetlands are wonderlands!



Department of Environment Affairs

Vleiland-wonderwêreld!



Departement van Omgewingsake

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