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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2996.] [24 December 1952
INDUSTRIAL CONCILIATION ACT, 1937.

MOTOR INDUSTRY.—MAIN AGREEMENT.

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

- (a) in terms of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1937, that all the provisions of the Agreement which appear in the Schedule hereto and which relate to the Motor Industry shall be binding from the 2nd Monday after the date of publication of this notice and for the period ending two years thereafter upon the employers organizations and the trade unions which entered into the said agreement and upon the employers and the employees who are members of those organizations or those unions;
- (b) in terms of sub-section (2) of section forty-eight of the said Act, that the provisions contained in the proviso to sub-clause (1) and in sub-clause (2) of clause 2 and clauses 3 to 6 (inclusive), clauses 8 to 11 (inclusive), clauses 14 to 34 (inclusive) and clauses 36 to 41 (inclusive) of the said Agreement shall be binding from the 2nd Monday after the date of publication of this notice and for the period ending two years thereafter upon the other employers and employees engaged or employed in the said industry in the Provinces of the Transvaal, Orange Free State and Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu, Umzimkulu, Kimberley, Herbert, Hopetown, Philipstown, De Aar, Britstown, Prieska, Kenhardt, Gordonia, Kuruman, Barkly West, Hay, Taungs, Vryburg, Mafeking, Warrenton, Postmasburg, Port Elizabeth, Uitenhage, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Cradock, Colesberg, George, Graaff-Reinet, Hanover, Humansdorp, Jansenville, Knysna, Maraisburg, Middelburg (Cape), Mossel Bay, Murraysburg, Oudtshoorn (including that portion transferred to the Magisterial District of Calitzdorp by Proclamations Nos. 124 and 125, dated 28th May, 1945, published in *Government Gazette* No. 3511, dated 22nd June, 1945), Pearston, Richmond (Cape), Steynsburg, Steytlerville, Somerset East, Uniondale, Venterstad and Willowmore; and

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2996.] [24 Desember 1952.
NYWERHEIDS-VERSOENINGSWET, 1937.

MOTORNYWERHEID.—HOOFOOREENKOMS.

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

- (a) kragtens sub-artikel (1) van artikel agt-en-veertig van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Motornywerheid betrekking het, van die tweede Maandag na die publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar daarna eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en die werknemers wat lede is van die organisasies of die verenigings;
- (b) kragtens subartikel (2) van artikel agt-en-veertig van genoemde Wet, dat die bepalings vervat in die voorbehoedsbepaling van subklousule (1) en in subklousule (2) van klousule 2 en klousules 3 tot en met 6, klousules 8 tot en met 11, klousules 14 tot en met 34 en klousules 36 tot en met 41 van genoemde Ooreenkoms van die tweede Maandag na die publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar daarna eindig, bindend is vir ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die Provinsies Transvaal, Oranje-Vrystaat en Natal en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu, Umzimkulu, Kimberley, Herbert, Hopetown, Philipstown, De Aar, Britstown, Prieska, Kenhardt, Gordonia, Kuruman, Barkly West, Hay, Taungs, Vryburg, Mafeking, Warrenton, Postmasburg, Port Elizabeth, Uitenhage, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Cradock, Colesberg, George, Graaff-Reinet, Hanover, Humansdorp, Jansenville, Knysna, Maraisburg, Middelburg (Kaap), Mosselbaai, Murraysburg, Oudtshoorn (insluitende die gedeelte wat na die magistraatsdistrik Calitzdorp oorgeplaas is by Proklamasies Nos. 124 en 125 gedateer 28 Mei 1945, gepubliseer in *Staatskoerant* No. 3511 van 22 Junie 1945), Pearston, Richmond (Kaap), Steynsburg, Steytlerville, Somerset-Oos, Uniondale, Venterstad en Willowmore; en

(c) in terms of sub-section (4) of section *forty-eight* of the said Act, that in the Provinces of the Transvaal, Orange Free State and Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu, Kimberley, Herbert, Hopetown, Philipstown, De Aar, Britstown, Prieska, Kenhardt, Gordonia, Kuruman, Barkly West, Hay, Taungs, Vryburg, Mafeking, Warrenton, Postmasburg, Port Elizabeth, Uitenhage, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Cradock, Colesberg, George, Graaff-Reinet, Hanover, Humansdorp, Jansenville, Knysna, Maraisburg, Middelberg (Cape), Mossel Bay, Murraysburg, Oudtshoorn (including that portion transferred to the Magisterial District of Calitzdorp by Proclamations Nos. 124 and 125, dated 28th May, 1945, published in *Government Gazette* No. 3511, dated 22nd June, 1945), Pearston, Richmond (Cape), Steynsburg, Steytlerville, Somerset East, Uniondale, Venterstad and Willowmore, and from the 2nd Monday after the date of publication of this notice and for the period ending two years thereafter, the provisions contained in the proviso to sub-clause (1) and in sub-clause (2) of clause 2 and clauses 3 to 6 (inclusive), clauses 8 to 11 (inclusive), clauses 14 to 34 (inclusive) and clauses 36, 37, 39 and 41 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

SCHEDULE.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY.

AGREEMENT

In accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into 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' organisation"), of the one part, and the Motor Industry Employers' 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 Industrial Council for the Motor Industry.

1. DATE AND PERIOD OF OPERATION OF AGREEMENT.

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

2. SCOPE OF APPLICATION OF AGREEMENT.

(1) Subject to the provisions of sub-clause (2) hereof, the terms of this Agreement shall be observed by all employers in the Motor Industry who are members of the employers' organisations and by all employees in the Motor Industry who are members of the trade unions and for whom wages are prescribed in this Agreement, in the Regions as defined in this Agreement, provided that they shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act.

(2) Employees, other than workshop employees, whose annual earnings exceed £1,250 in all A Areas or £1,000 in all other areas shall not be regarded as employees for the purposes of this Agreement. For the purpose of this sub-clause, earnings shall not include commission on sales.

3. DEFINITIONS.

"Accessory Shop" means any establishment or portion of an establishment wherein, whereon, or wherefrom is sold or offered for sale by wholesale or retail, any spare or replacement parts or accessories for the repair of or addition to any motor vehicle. "Act" means the Industrial Conciliation Act, 1937.

(c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in die voorbehoudsbepaling van subklousule (1) en in subklousule (2) van klousule 2 en klousules 3 tot en met 6, klousules 8 tot en met 11, klousules 14 tot en met 34 en klousules 36, 37, 39 en 41 van genoemde Ooreenkoms van die tweede Maandag na die publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar daarna eindig, in die Provinsies Transvaal, Oranje-Vrystaat en Natal en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu, Umzimkulu, Kimberley, Herbert, Hopetown, Philipstown, De Aar, Britstown, Prieska, Kenhardt, Gordonia, Kuruman, Barkly-Wes, Hay, Taungs, Vryburg, Mafeking, Warrenton, Postmasburg, Port Elizabeth, Uitenhage, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Cradock, Colesberg, George, Graaff-Reinet, Hanover, Humansdorp, Jansenville, Knysna, Maraisburg, Middelburg (Kaa), Mosselbaai, Murraysburg, Oudtshoorn (insluitende die gedeelte wat na die magistraatsdistrik Calitzdorp oorgeplaas is by Proklamasies Nos. 124 en 125 gedateer 28 Mei 1945, gepubliseer in *Staatskoerant* No. 3511 van 22 Junie 1945), Pearston, Richmond (Kaa), Steynsburg, Steytlerville, Somerset-Oos, Uniondale, Venterstad en Willowmore *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die omskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTORNyWERHEID.

OOREENKOMS

ingevolge die bepalings van die Nywerheidversoeningwet, 1937, gesluit deur die—

South African Motor Industry Employers' Association
en die

South African Vehicle Builders' and Repairers' Association
(hierna „die werkers” of die „werkgeversorganisasie” genoem)
aan die een kant, en die

Motor Industries Employers' 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.

1. DATUM EN GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel *agt-en-veertig* van die Wet bepaal, en bly twee jaar van krag van daardie datum af of vir 'n tydperk wat die Minister vasstel.

2. BESTEK VAN OOREENKOMS.

(1) Onderworpe aan die bepaling van subklousule (2) hiervan moet die bepalings van hierdie Ooreenkoms nagekom word deur alle werkgevers in die motornywerheid wat lede is van die werkgeversorganisasies en deur alle werknemers in die motornywerheid wat lede van die vakverenigings is en vir wie lone in hierdie Ooreenkoms voorgeskryf word, in die streke wat in hierdie Ooreenkoms omskryf word, met dien verstande dat dit slegs van toepassing is op vakleerlinge vir sover dit nie strydig met die bepalings van die Wet op vakleerlinge is nie.

(2) Werknemers, behalwe werkwinkelwerknemers, wie se jaarlikse verdienste meer as £1,250 in alle A-gebiede of £1,000 in alle ander gebiede is, moet nie vir die toepassing van hierdie Ooreenkoms as werknemers beskou word nie. Vir die toepassing van hierdie subklousule moet „verdiens” nie kommissie op verkopings insluit nie.

3. WOORDBEPALINGS.

„Toebehorewinkel” beteken 'n inrigting of gedeelte van 'n inrigting waarin, waarop, of waaruit in groothandel of kleinhandel, onderdele of vervangingsdele of toebehore vir verkoop aangebied word vir die herstel van of byvoeging aan 'n motorvoertuig.

„Wet” beteken die Nywerheidversoeningwet, 1937.

"Annexure B" means the form prescribed in Annexure B hereto or such other form as any Regional Council may prescribe in its stead.

"Apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Apprenticeship Act, 1944.

"Area A (EP)" means the Magisterial District of Port Elizabeth and the Municipal Area of Uitenhage.

"Area B (EP)" means the Magisterial Districts of Abadeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Cradock, Colesberg, George, Graaff-Reinet, Hanover, Humansdorp, Jansenville, Knysna, Maraisburg, Middelburg (Cape), Mossel Bay, Murraysburg, Oudtshoorn (including that portion transferred to the Magisterial District of Calitzdorp by Proclamations Nos. 124 and 125, dated 28th May, 1945, published in *Government Gazette* No. 3511, dated 22nd June, 1945), Pearson, Richmond (Cape), Steynsburg, Steytlerville, Somerset East, Uitenhage (excluding the Municipal area of Uitenhage), Uniondale, Venterstad and Willowmore.

"Area A (NC)" means the Municipal Area of Kimberley.

"Area B (NC)" means the Magisterial Areas of Kimberley (excluding the Municipal Area), Herbert, Hopetown, Phillips-town, De Aar, Britstown, Prieska, Kenhardt, Gordonias, Kuruman, Barkly West, Hay, Taungs, Vryburg, Mafeking, Warrenton, and Postmasburg.

"Area A (NL)" means the Magisterial Districts of Durban and Pietermaritzburg.

"Area B (NL)" means the Magisterial Districts of Inanda, Pinetown, Camperdown, Richmond (Natal), Lions River, Estcourt, Klip River, Dundee, Newcastle, Vryheid and Lower Tugela.

"Area C (NL)" means those districts in the Province of Natal not referred to in Areas A (NL) and Areas B (NL), and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu.

"Area A (OFS)" means the Magisterial District of Bloemfontein.

"Area B (OFS)" means the Orange Free State Province, excluding the Bloemfontein Magisterial Districts.

"Area A (TVL)" means the Municipal Areas of Randfontein, Krugersdorp, Roodepoort-Maraisburg, Johannesburg, Germiston, Alberton, Kempton Park, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg (Transvaal), Vereeniging, Pretoria (including Hercules).

"Area B (TVL)" means the portions of the Transvaal Province not including in Area A (TVL).

"Battery mechanic" means an employee employed in a battery repairing servicing and/or reconditioning establishment who diagnoses battery faults and/or repairs, dismantles, replaces, reassembles and/or reinsulates batteries.

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

"Body stripper" means an employee who in any establishment employing at least one journeyman sprayspinner and/or one journeyman panelbeater, removes and/or replaces cabs, bodies, bumpers, mudguards, doors, bonnets, radiators, valances, shells, grilles, running boards, body mouldings, window frames, seats, lamps, inside panels, seat covers, floorboards and engine mud trays.

"Chopper-out" in relation to loose seat cover manufacturing means an employee engaged in laying out 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, under the supervision of a cutter.

"Clerical employee" means an employee who is wholly or mainly engaged in writing and/or typing and/or any other form of clerical work, but excludes storekeepers and timekeepers unless employed mainly or exclusively in conjunction with accessory shops.

"Council" means the National Industrial Council for the Motor Industry registered in terms of section nineteen of the Industrial Conciliation Act, 1937.

"Cutter", in relation to loose seat cover manufacturing, means an employee mainly engaged in making patterns or templates and in chalking or marking in the outlines of articles.

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

"Establishment" means any premises or portion thereof wherein or whereon the industry, or any part thereof, as herein defined, is carried on.

"Experience" means the total period or periods of employment which an employee has had either with his present or any other employer in the particular occupation in which he is employed; provided that in the case of a traveller, only periods of such employment in the motor industry shall count for this purpose.

"Female labourer" in relation to a loose seat cover manufacturing establishment, means a female employee who is mainly or exclusively engaged in one or more of the following operations: Checking, cleaning, folding and packing finished articles and marking boxes; inserting eyelets and affixing buttons where necessary; marking and attaching tags to cover-parts.

"Aanhangsel B" beteken die vorm voorgeskryf in Aanhangsel B hiervan of in 'n ander vorm wat die Streeksraad in plaas daarvan kan voorskryf.

"Vakleerling" beteken 'n werknemer wat dien kragtens 'n skriftelike vakleerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is of wat beskou word dat dit daarkragtens geregistreer is.

"Gebied A" (OP) beteken die magistraatsdistrik Port Elizabeth en die Munisipale gebied van Uitenhage.

"Gebied B (OP)" beteken die magistraatsdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Cradock, Colesberg, George, Graaff-Reinet, Hanover, Humansdorp, Jansenville, Knysna, Maraisburg, Middelburg (Kaap), Mosselbaai, Murraysburg, Oudtshoorn (met inbegrip van daardie gedeelte wat oorgedra is aan die magistraatsdistrik Calitzdorp by Proklamasies 124 en 125 van 28 Mei 1945, bekendgemaak in Goewermenskoerant No. 3511 van 22 Junie 1945), Pearson, Richmond (Kaap), Steynsburg, Steytlerville, Somerset-Gos, Uitenhage (behalwe die munisipale gebied van Uitenhage) Uniondale, Venterstad en Willowmore.

"Gebied A (NK)" beteken die munisipale gebied van Kimberley.

"Gebied B (NK)" beteken die magistraatsdistrikte Kimberley (behalwe die munisipale gebied) Herbert, Hopetown, Phillips-town, De Aar, Britstown, Prieska, Kenhardt, Gordonias, Kuruman, Barkly-Wes, Hay, Taungs, Vryburg, Mafeking, Warrenton en Postmasburg.

"Gebied A (NL)" beteken die magistraatsdistrikte Durban en Pietermaritzburg.

"Gebied B (NL)" beteken die magistraatsdistrikte Inanda, Pinetown, Camperdown, Richmond (Natal), Lions River, Estcourt, Kliprivier, Dundee, Newcastle, Vryheid en Lower Tugela.

"Gebied C (NL)" beteken daardie distrikte in die Provinsie Natal wat nie in gebiede A (NL) en gebiede B (NL) genoem word nie, en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu.

"Gebied A (O.V.S.)" beteken die magistraatsdistrik Bloemfontein.

"Gebied B (O.V.S.)" beteken die Provinsie Oranje-Vrystaat behalwe die magistraatsdistrik Bloemfontein.

"Gebied A (TVL)" beteken die munisipale gebiede van Randfontein, Krugersdorp, Roodepoort-Maraisburg, Johannesburg, Germiston, Alberton, Kemptonpark, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg (Transvaal), Vereeniging, Pretoria (met inbegrip van Hercules).

"Gebied B (TVL)" beteken daardie gedeeltes van die Provinsie Transvaal wat nie by gebied A (TVL) ingesluit is nie.

"Batteryywerktuigkundige" beteken 'n werknemer wat in diens is in 'n inrigting wat batterye herstel, bedien en/of vernuwe en wat batterydefekte op spoor en/of batterye herstel, uitmekaarhaal, vervang, weer inmeekaarsit en/of weer isoleer.

"Inrigting vir die herstel, bedien en/of vernuwing van batterye" beteken 'n inrigting of gedeelte daarvan, behalwe 'n inrigting vir die vervaardiging van batterye, wat batterydefekte opspoor, batterye herlaai en herstel, en batterye en/of die onderdele daarvan weer inmeekaarsit.

"Bakafstrop" beteken 'n werknemer wat, in 'n inrigting wat ten minste een vakman-verfsprayer en/of een vakman-paneelmaker in diens het, kappe, bakke, stampers, modderskerm, deure, masjienkappe, verkoeiers, rande, doppe, traliewerk, treeplanke, baklswerk, vensterrame, sitplekke, lampe, binnepanele, sitoortreкке, vloerplanke en modderpanne afhaal en/of ommuil.

"Uitkapper" beteken ten opsigte van die vervaardiging van lossitplekke, 'n werknemer wat materiaal uitsit, die buitelyne van artikels van patrone af met kryt afmerk en een of meer lae materiaal onder toesig van 'n snyer met die hand of masjien sny volgens die krytmerke waarmee die patrone afgemerk is.

"Klerklike werknemer" beteken 'n werknemer wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk doen; maar behalwe magasynmeesters, tydhouers, tensy hulle hoofsaaklik of uitsluitlik in verband met toebehorewinkels in diens is.

"Raad" beteken die Nasionale Nywerheidsraad vir die Motornywerheid geregistreer ingevolge artikel negentien van die Nywerheidsversoeningwet, 1937.

"Snyer" beteken ten opsigte van die vervaardiging van lossitplekke, 'n werknemer wat hoofsaaklik patrone of stelpatrone maak en die buitelyne van artikels met kryt afmerk.

"Verdienste" beteken betaling wat aan 'n werknemer gemaak word of aan hom verskuldig is (insluitende alle toelae) wat op watter wyse ook al uit sy diens voortspruit.

"Inrigting" beteken persele of 'n gedeelte daarvan waarin of waarop die nywerheid of enige gedeelte daarvan, soos hierin omskryf, beoefen word.

"Ervaring" beteken die totale tyd of tye diens wat 'n werknemer of by sy huidige of enige ander werkgever gehad het in die besondere bedryf waarin hy in diens is, met 'ien verstande dat in die geval van 'n reisiger, slegs die tydperke diens wat hy in die motornywerheid gehad het, vir hierdie doel in aanmerking kom.

"vroulike arbeider" beteken ten opsigte van 'n inrigting wat lossitplekoortreкке vervaardig, 'n vroulike werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende doen: Klaarvervaardigde artikels nagaan, skoonmaak, vou en verpak en kaste merk; ogies insit en knope aanwerk waar dit nodig is; lissies merk en aan oortreкке vaswerk.

"Filling and/or service station" means an establishment or that portion of an establishment used mainly or exclusively for the retail sale of petrol and/or oil.

"Hourly rate" means the weekly wage prescribed in clause 25 of this Agreement or the actual weekly wage paid (whichever is the greater) divided by 46.

"Journeyman" means an employee who—

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

"Juvenile" means an employee under the age of 21 years other than "juvenile labourer".

"Juvenile labourer" means an employee who is less than eighteen years of age, who has had not more than three years' experience and who wholly, mainly or exclusively performs any one or more of the duties listed in paragraaf (b) of the definition of a labourer

"Labourer" means—

- in relation to a filling and/or service station and the business of parking, an employee who mainly or exclusively performs any one or more of the following operations:—

Serving petrol and/or oil, filling fuel tanks; dusting vehicles; pumping air; attending to the parking of motor vehicles; cleaning premises, equipment and utensils; filling bottles or other containers for stock; making tea or similar beverages; using jack or hoist to raise or lower motor vehicles; fitting or replacing grease nipples; collecting cash and/or handling money; draining and/or filling oil sumps; removing, filling and/or replacing batteries; filling, connecting or disconnecting batteries in connection with charging operation; washing and/or cleaning and/or polishing motor vehicles; changing wheels; removing or replacing wheels or rims, tyres and/or tubes for the purpose of repairs or for the repair of punctures; painting tyres, rims and/or wheels; fitting and/or changing tyres and/or tubes on rims or wheels; repairing punctures in inner tubes; greasing and/or oil spraying all classes of vehicles; checking for oil leaks and tightening studs and bolts on sump, differential and transmission when necessary, but only during the process of oiling and greasing;

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

Draining and/or filling oil sumps; removing, filling and/or replacing batteries; filling connecting or disconnecting batteries in connection with charging operations; mixing acid for batteries, removing pitch from batteries; extracting battery cells for inspection; sealing and washing batteries; oiling and greasing motor vehicles; washing and/or cleaning and/or polishing of motor vehicles; pumping air; changing wheels; removing or replacing wheels or rims, tyres and/or tubes for the purpose of repairs or for the repair of punctures; painting tyres, rims and/or wheels; fitting and/or changing tyres and/or tubes on rims or wheels; repairing punctures in inner tubes; checking for oil leaks and tightening studs on sumps, differential and transmission when necessary, but only during the process of oiling and greasing; serving petrol and/or oil; filling fuel tanks; attending to the parking of motor vehicles; cleaning premises, equipment and utensils; filling bottles or other containers for stock; making tea or similar beverages; collecting cash; using jack or hoist to raise or lower motor vehicles; cleaning engines, vehicles and parts thereof, animals, machinery, implements, tools or other articles; loading and unloading vehicles; carrying, moving stacking and unpacking goods; sorting packages and parcels; wrapping up parcels; affixing printed or ready addressed labels on to bottles, boxes, bales or other packages; stencilling and/or marking springs, boxes, bales or other packages by brush or spray-gun; opening or closing doors; opening or closing boxes, bales or other packages; making or maintaining fires and removing refuse or ashes; delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or handpropelled vehicles; filling or emptying containers; weighing articles; accepting written orders in return for goods delivered outside the premises of the employer; assisting on delivery vans, tending harnessing or unharnessing animals; gardening work, sweeping roads or parks; cooking of rations; teasing coir and horsehair; oiling and greasing machinery including lathes and overhead shafting; applying belt dressing; dismantling scrap motor vehicles; stripping of engines not for repair; mounting and/or dismount-

"vulstasie en/of diensstasie" beteken 'n inrigting of daardie gedeelte van 'n inrigting wat hoofsaaklik of uitsluitlik gebruik word vir die kleinhandelverkoop van petrol en/of olie.

"Uurloon" beteken die weekloon voorgeskryf in klousule 25 van hierdie Ooreenkoms of die werklike weekloon wat betaal word (watter ook al die grootste is) gedeel deur 46.

"Vakman" beteken werknemers wat—

- 'n leertyd by 'n aangewese nywerheid deurgemaak het ooreenkomstig die bepalings van die Wet op Vakleerlinge of ooreenkomstig 'n skriftelike kontrak deur 'n Streeks-raad goedgekeur; of
- in besit is van 'n lidmaatskapkaart graad A uitgereik deur die Motor Industry Employees' Union of South Africa; of
- tot bevrediging van 'n streeksraad sy hoeveelheid in 'n erkende ambag bewys het en 'n skriftelike sertifikaat in diër voege besit.

"Jeugdige" beteken 'n werknemer onder 21 jaar, behalwe 'n "jeugdige arbeider".

"Jeugdige arbeider" beteken 'n werknemer wat jonger as 18 jaar is, wat hoogstens 3 jaar ervaring gehad het en wat uitsluitlik of hoofsaaklik een of meer van die werksaamhede verrig wat paragraaf (b) van die omskrywing van 'n arbeider genoem word.

"arbeider" beteken—

- ten opsigte van 'n vulstasie en/of diensstasie en die parkeerbedryf, 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde werksaamhede verrig:

Petrol en/of olie bedien, brandstoftanks volmaak; voertuie afstof; lug inpomp; motorvoertuie parkeer; persele, uitrusting en gerei skoonmaak; bottels en ander houers vir voorrade volmaak; tee of dergelike drankes maak; domkrag of hystoestel gebruik om motorvoertuie te lig of te laat sak; ghriesnippels insit of terugsit; kontant invorder en/of geld hanteer; oliebakke leegtap en/of volmaak; batterye afhaal, volmaak en/of terugsit; batterye in verband met laaiwerk volmaak, verbind of losmaak; motorvoertuie was en/of skoonmaak en/of poleer; wiele omruil; wiele of vellings, buitebande en/of binnebande afhaal of terugsit vir die doel van herstelwerk of die heelmaak van lekplekke; buitebande, vellings en/of wiele verf; buitebande en/of binnebande aan vellings of wiele aansit of omruil; lekke in binnebande heelmaak; alle klasse voertuie smeer en/of met olie spuit; olieplekke opspoor en moere en boutte aan oliebakke, ewenaar en transmissie vasdraai as dit nodig is, maar slegs wanneer geolie en gesmeer word.

- ten opsigte van alle inrigtings, 'n werknemer hoofsaaklik of uitsluitlik in diens vir een of meer van ondergenoemde werksaamhede:—

Oliebakke leegtap en/of volmaak; batterye afhaal, volmaak en/of terugsit; batterye in verband met laaiwerk volmaak, verbind of losmaak; sure vir batterye meng; pik van batterye afhaal; batteryselle vir inspeksie uithaal; batterye verseël en was; motorvoertuie olie en smeer; motorvoertuie was en/of skoonmaak en/of poleer; lug inpomp; wiele omruil; wiele of vellings, buitebande en/of binnebande afhaal of terugsit vir herstelwerk of die heelmaak van lekplekke; buitebande, vellings en/of wiele verf; buitebande en/of binnebande aan vellings of wiele aansit of omruil; lekplekke in binnebande heelmaak; olieplekke opspoor en moere aan oliebak, ewenaar en transmissie vasdraai as dit nodig is maar slegs wanneer geolie en gesmeer word; petrol en/of olie bedien; brandstoftanks volmaak; motorvoertuie parkeer; persele, uitrusting en gerei skoonmaak; bottels of ander houers vir voorrade volmaak; tee of dergelike drankes maak; kontant invorder; domkrag of hystoestel gebruik om motorvoertuie te lig of te laat sak; masjiene, voertuie en dele daarvan, diere, masjinerie, implemente, gereedskap en ander voorwerpe skoonmaak; voertuie op- en aflaa; goed dra, verskuif, stapel en uitpak; voorwerpe en pakkette toedraai; gedrukte of geadresseerde etikette aan bottels, kiste, bale en ander voorwerpe heg; vere, kiste, bale of ander voorwerpe met kwas of spuit sjabloneer en/of merk; deure oop- en toemaak; kiste, bale en ander voorwerpe oop- of toe maak; vure maak of aan die brand hou en vuilgoed of as verwyder; briewe, boodskappe of goed te voet of deur middel van 'n fiets, driewieler of handvoertuig aflewer of vervoer; houers volmaak of leegmaak; voorwerpe weeg; skriftelike bestellings aanneem in ontvangs vir goedere buitekant die persele van die werkgewer afgelewer; op afleweringswaens help; diere versorg, inspan of uitspan; tuinwerk, paai of parke vee; rantsoene kook; klapperhaar en perdehaar uitpluis; masjinerie, met inbegrip van draaibanke en bogronde aste, olie en smeer; bandsmeermiddel aansit; afvalmotorvoertuie uitmekaarhaal; masjiene uitmekaarhaal, behalwe vir herstelwerk; buitebande vir vulkaniseer aan vellings

ing tyres from rims for vulcanising purposes; firing the furnace of any boiler and attending to the boiler; cleaning moulds and tyres; painting cementing cutting, trimming stripping and buffing tyres; applying adhesives and mixing materials; assisting where necessary in lifting tyres into and out of moulds; screwing down moulds; firing and loading ovens and furnaces; cleaning metal parts with burner; cutting off runners by hacksaw or machine; smelting of shavings into ingot forms; cleaning and preparation of bearings prior to tinning or re-metalling; cleaning of bearings after re-metalling and/or fettling; holding parts, materials and/or tools and placing parts and materials into position under the supervision of an employee in a higher wage group;

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

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

- (d) in relation to auto electrical parts manufacturing establishments, an employee who is mainly or exclusively engaged in one or more of the following operations and who may in addition perform any of the functions enumerated in paragraph (b) hereof:—

Cleaning and stripping of electrical motors and/or armatures; cutting of insulation; forming of insulation; fitting of insulation to armatures; cutting of wire to length; binding armatures; mixing varnish; dipping or painting armatures and field coils; baking armatures and field coils in oven; taping coils; heating up and blackening moulds for battery jumpers; heating up lead; baring wires; trimming castings; cutting copper tubes for battery cable; fitting rubber grommets; fitting bolts and nuts to battery cables; cleaning and painting of battery cables;

- (e) in relation to loose seat cover manufacturing, an employee who, in addition to performing any of the functions enumerated in paragraph (b) hereof, may also remove and/or fit ready manufactured loose seat covers;

- (f) in relation to brake and clutch linings manufacturing establishments, an employee who is mainly or exclusively engaged in one or more of the following operations and who may in addition perform any of the functions enumerated in paragraph (b) hereof:—

Feeding of asbestos teasing machine; cutting of rubber by machine; hot and cold pressing of asbestos dough; cutting, trimming and grinding of brake and clutch linings on pre-set machines; de-rivetting and removing brake and clutch linings by hand press; stripping of bonded brake linings from brake shoes; using pedestal grinder for removing steady posts on brake shoes; shot blasting platform of brake shoes; de-greasing brake shoes in chemical baths; bonderising brake shoes; dusting brake and clutch linings with air gun; spraying brake linings with cement; loading and unloading bonding machine with brake shoes and linings and operating bonding machine; proof testing bonded brake shoes; rough spraying inside of brake shoes; punching numbers on brake shoes; fitting steady posts on brake shoes; drilling holes by machine in brake and clutch linings to stops; repetition rivetting of linings to brake shoes; stripping of shock absorbers by hand or machine.

“Manufacturing establishment” means any establishment or portion thereof (other than an establishment in which vehicle body building is carried on or in which vehicles are assembled on the assembly line principle) wherein repetitive work is performed for the purpose of manufacturing and/or repairing any motor vehicle parts and/or accessories and/or spares and/or components thereof.

aansit en/of afhaal; vuurmaak in die stookoond van 'n stoomketel en die stoomketel bedien; gietvorms en buitebande skoonmaak; buitebande verf, sement aansit, sny, afwerk, afstroop en opvryf; kleefmiddels aansmeer en materiaal meng; help, waar nodig, om buitebande in gietvorms in te sit of uit te haal; gietvorms vasskroef; oonde en stookoonde laai en vuur daarin maak; metaaldele met brander skoonmaak; lopers met ystersaag of masjien afsny; skaafels in gietvorms insmelt; laers skoonmaak en voorberei voordat dit vertin word of metaal weereens aangesit word; laers skoonmaak nadat metaal weereens aangesit is en/of gelyk geskuur; onderdele, materiaal en/of gereedskap vashou en onderdele en materiaal op hul plek plaas onder toesig van 'n werknemer in 'n hoër loongroep;

- (c) ten opsigte van inrigtings waarin voertuigbakke gebou en vervaardig word, 'n werknemer hoofsaaklik of uitsluitlik in diens in een of meer van ondergenoemde werksaamhede en wat daarbenewens enigeen van die werksaamhede kan verrig wat in paragraaf (b) hiervan genoem word:—

Yster slaan en met ystersaag saag nadat yster deur vakman of vakleerling afgemerk is; gate in yster of ander ruwe metaal boor, behalwe fynboorwerk; draad aan boutte sny; yster of ander ruwe metaal vyl; plaat-yster met die hand onder algemene toesig van 'n vakman of vakleerling ru sny en deurslaan; hout vir masjien vashou en dra; gietwerk skoonmaak; metaal sorteer; metaal skoonmaak om weer te smelt; ruwe skuurwerk; yster met kragystersaag; skroef en/of trap- en/of hand- en/of krappers- en/of uitkeperwerk as werk met gestelde stempels gedoen word, behalwe die stempel stel; in spesiale stelmasjiene (handstelmasjiene) buig en/of vorm; in spesiale boorstelmasjiene boor; in spesiale stelmasjiene inkeep; met hand of masjien met gestelde stempels deurslaan; punt- en/of flits- en/of weerstand-sweising by herhaling met onderdele in spesiale stelmasjiene en/of skoorstukke op submonteerwerk; volgens gestelde stelmasjiene en/of stoppe skuinsny en sny; klinknaels verhit en/of slaan; herhalingskroefsnij met die hand met stempelkoppe en/of tappe; in enommel en/of verf indoop; senterboutte en klampe inmeekaarsit en aan vere aansit; oë aan hoofblaie van vere met stelmasjiene draai; afgehaalde vere vir herstelwerk uitmeekaarhaal; U-boute, behalwe aan motorkarre, vasdraai; stempels vir suiers giet; bediening van outomatiese masjiene;

- (d) ten opsigte van 'n inrigting wat elektriese toebehore vir motors vervaardig, 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde werksaamhede verrig en daarbenewens enigeen van die werksaamhede kan verrig wat in paragraaf (b) hiervan genoem word:—

Elektriese motors en/of ankers skoonmaak en uitmeekaarhaal; isolering sny; isolering maak; isolering aan ankers aansit; draad op maat sny; ankers bind; vernis meng; ankers en veldklosse indoop of verf; ankers en veldklosse in oond bak; klosse van bande voorsien; gietvorms vir batteryverbindings verhit en swart maak; lood warm maak; draad kaalmaak; gietels afwerk; koperbuise vir batterykabels saag; rubberoogstukke aansit; boutte en moere aan batterykabels vasmaak; batterykabels skoonmaak en verf;

- (e) ten opsigte van die vervaardiging van los sitplekoortrekke, werknemer wat, benewens die werk wat paragraaf (b) hiervan genoem word, ook klaarvervaardigde los sitplekoortrekke kan afhaal en aansit;

- (f) in verband met inrigtings waarin rem- en koppelaarvoerings vervaardig word, 'n werknemer wat hoofsaaklik of uitsluitlik in diens is in een of meer van ondergenoemde werksaamhede en wat daarbenewens enigeen van die werksaamhede kan verrig wat in paragraaf (b) hiervan genoem word:—

Asbesuitpluismasjien voer; rubber met masjien sny; asbesdeeg warm en koud pers; rem- en koppelaarvoerings op gestelde masjiene sny, regsnij en gelykskuur; klinknaels uithaal en rem- en koppelaarvoerings met handpers verwyder; verbindende remvoerings van remskoene afstroop; pedestaalskuurder gebruik om opsluitpenne aan remskoene te verwyder; platform van remskoene met skroot blaas; ghries van remskoene in chemiese bad verwyder; remskoene verbind; rem- en remvoerings met lugspuit afstof; remvoerings met sement spuit; bindmasjien met remskoene en voernigs laai en ontlai en bindmasjien bedien verbindende remskoene toets; ruwe spuitwerk aan binnekant van remskoene; nommers in remskoene inslaan; opsluitpenne aan remskoene sit; gate met masjien volgens stappe in rem- en koppelaarvoerings boor; herhalingsklinkwerk van voerings aan remskoene; skokbrekers met die hand of masjien uitmeekaarhaal.

„Vervaardigingsinrigting” beteken 'n inrigting of gedeelte daarvan (behalwe die inrigting waarin voertuigbakke gebou word of waarin voertuie gemonteer word op die beginsel van die monterlyn) waarin herhalingswerk uitgevoer word vir die vervaardiging en/of herstel van onderdele van motorvoertuie en/of toebehore en/of reserwedele en/of onderdele daarvan.

"Mechanic's stripper" means an employee in any establishment in which at least one journeyman motor mechanic is employed, who under the supervision of such journeyman, removes water hoses and/or radiators from cars after the water pump and electrical fittings have been dismantled and/or removes top and bottom water tanks from radiator core with acetylene torch and/or fits plugs to radiator and/or removes cabs, bodies, bumpers, mudguards, doors, bonnets, radiators, valances, shells, grilles, running boards, body mouldings, window frames, seats, lamps, inside panels, seat covers, front and rear springs, coil springs, sumps, cylinder heads from side valve engines, brakedrums, floor boards, engine and mud trays, detachable fly wheel covers and/or removes but does not dismantle complete front and rear axle assemblies, gear boxes, front wheel suspension, steering, and/or complete engines after electrical fittings have been dismantled.

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

"Motor Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression—

- (a) assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting, and/or reconditioning carried on in connection with—
 - (i) chassis and/or the bodies of motor vehicles;
 - (ii) internal combustion engines and transmission components of motor vehicles;
 - (iii) the electrical equipment connected with motor vehicles, including radios;
- (b) automotive engineering;
- (c) repairing, vulcanising and/or retreading tyres;
- (d) repairing, servicing and/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 portion of an establishment wherein is conducted the assembly of or repairs to motor vehicles;
- (h) the business of motor graveyards;
- (i) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;
- (j) vehicle body building.

For the purpose of this definition—

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

"motor vehicle" means any wheeled conveyance propelled by mechanical power (other than steam) or electrically and designed for haulage and/or for the transportation of persons and/or goods and/or loads and includes trailers and caravans but shall not include any equipment designed to run on fixed tracks, trailers designed to transport loads of 20 tons or over, or aircraft; and

"vehicle body building" means any or all of the following activities carried on in a vehicle body building establishment, but shall not include vehicle body building done by assembly establishments incidentally 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 super structure and the assembling, adjusting and installation of parts in cabs, bodies or on the super structure of vehicles;
- (c) fixing cabs and/or bodies and/or any super structure to the chassis of any type of vehicle;
- (d) coating and/or decorating cabs and/or bodies and/or any super structure with any preservative or decorative substance;
- (e) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or super structures;
- (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 paragraaf (a), (b), (c), (d), (e) and (f).

For the purpose of this definition, "vehicle" does not include an aircraft, and "motor industry" as defined above shall not include the following:—

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

"Werktuigkundige se afstroper" beteken 'n werknemer in 'n inrigting waarin minstens een vakman- motorwerktuigkundige in diens is, wat onder toesig van so 'n vakman, waterpype en/of verkoelers van motorkarre afhaal nadat die waterpomp en elektriese toebehore afgehaal is en/of die boonste en onderste tenks van die verkoelers met 'n asetieenlamp afhaal en/of proppe aan verkoelers aansit en/of die volgende afhaal: kappe, bakke, stampers, modderskerms, deure, masjienskappe, verkoelers, rande, doppe, traliewerk, treeplanke, bakliewerk, vensterrame, sitplekke, lampe, binnepanele, sitplekoortrekkers, voor- en agtervere, spiraalvere, oliebakke, silinderkoppe van syklepmasjiene, remtrommels, vloerplanke, modderpanne, verwyderbarevliegwielenomhulsels en/of die volgende verwyder maar dit nie geheel en al uitmekaar haal nie: voor- en agteras-inrigtings, ratkaste, voorwielhanginrigting, stuurinrigting, en/of volledige masjiene nadat elektriese toebehore afgehaal is.

"motorslooplek" beteken 'n inrigting waarin motorvoertuie uitmekaarhaal en gebruikte reserwe dele daarvan verkry word en waarin, waarop en waaruit sulke gebruikte onderdele verkoop word of alleen of saam met nuwe reserwedele en/of toebehore.

"Motornywerheid of nywerheid" beteken, sonder om die gewone betekenis van die uitdrukking op watter wyse ook al te beperk:—

- (a) Inmekaarsit, opbou, toets, weer vervaardig, herstel, stel, nagaan, bedraad, stoffeer, spuitverf, verf en/of vernuwing uitgevoer in verband met—
 - (i) onderstel en/of bakke van motorvoertuie;
 - (ii) binnebrandmasjiene en transmissieonderdele van motorvoertuie;
 - (iii) die elektriese uitrusting van motorvoertuie, met inbegrip van radios;
- (b) Motoringenieurswerk;
- (c) herstel, vulkaniseer en/of versool van buitebande;
- (d) batterye vir motorvoertuie herstel, bedien en/of vernuwe;
- (e) die bedryf van motorvoertuie parkeer en/of bewaar;
- (f) die besigheid gedryf deur vulstasies en/of diensstasies;
- (g) die besigheid bedoel, hoofsaaklik of uitsluitlik, vir die verkoop van motorvoertuie of motorvoertuigonderdele en/of reserwedele en/of toebehore, (hetsy nuut of gebruik) wat daarmee gepaard gaan, het sy so 'n verkoping gemaak word van persele wat verbonde is aan die gedeelte van 'n inrigting waarin motorvoertuie inmekaarsit of herstel word, of nie;
- (h) die besigheid van motorslooplekke;
- (i) die besigheid van vervaardigingsinrigtings waarin motorvoertuigonderdele en/of reserwedele en/of toebehore en/of onderdele daarvan vervaardig word;
- (j) voertuigbakkbou.

Vir die toepassing van hierdie woordbepaling, beteken—

"motoringenieurswerk" die vernuwing van binnebrandmasjiene vir gebruik in motorvoertuie in inrigtings wat hoofsaaklik of uitsluitlik hierdie werk doen, hetsy so 'n inrigting motorvoertuie uitmekaarhaal en herstel, of nie; en

"motorvoertuig" enige wielvoertuig voortgedryf deur meganiese krag (behalwe stoom of elektrisiteit en bedoel om persone en/of goed en/of vrage te trek en/of te vervoer en sluit sleepwaens en karavane in maar sluit nie uitrusting in wat bedoel is om op vaste spore te loop nie, sleepwaens wat ontwerp is om vrage van 20 ton of meer te vervoer, of vliegtuie; en

"voertuigbakkbou" beteken enigen of almal van ondergenoemde werksaamhede uitgevoer: in 'n inrigting vir die bou van voertuigbakke, maar sluit nie in die bou van voertuigbakke wat deur monterinrigtings as deel van die inmekaarsit van motorvoertuie uitgevoer word nie:—

- (a) kappe en/of bakke en/of bobou vir enige soort voertuig vervaardig, herstel of vernuwe;
- (b) onderdele vir kappe en/of bakke en/of bobou vervaardig of herstel of onderdele in kappe, bakke of aan die bobou van voertuie inmekaarsit, stel en aanbring;
- (c) kappe en/of bakke en/of bobou aan die onderstel van enige soort voertuig vassit;
- (d) kappe en/of bakke en/of bobou met bewaringsmiddel of dekoratiewe stof bedek en/of versier;
- (e) die binnekant van kappe en/of bakke en/of bobou uitrust, toerus en afwerk;
- (f) sleepwaens bou, behalwe die vervaardiging van wiele of aste daarvoor;
- (g) alle werksaamhede wat deel uitmaak of voortspruit uit die werksaamhede genoem in paragraaf (a), (b), (c), (d), (e) en (f).

Vir die toepassing van hierdie woordbepaling sluit "voertuig" nie 'n vliegtuig in nie en "motornywerheid" soos hierbo omskryf, sluit nie onderstaande in nie:—

- (i) Die vervaardiging van motorvoertuigonderdele en/of toebehore en/of -reserwedele en/of -dele in inrigtings wat aangelê is om en gewoonlik metaal- en/of kunsharsgoed van verskillende aard op aansienlike voet produseer, of die verkoop van motorreserwedele en toebehore deur monterinrigtings vanuit sulke inrigtings;

- (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 cars motor lorries or motor trucks;
- (iii) the manufacture and/or maintenance and/or repair of—
 - (a) civil and mechanical engineering equipment and/or parts thereof whether or not mounted on wheels;
 - (b) agriculture equipment or parts thereof; or
 - (c) equipment designed for use in factories and/or workshops;

Provided that for the purpose of (a), (b) and (c) above, "equipment" shall not be taken to mean motor cars, motor lorries and/or motor trucks;

- (d) motor vehicle or other vehicle bodies and/or super structures and/or parts or components thereof made of steel plate of one-eighth of an inch thickness or thicker when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale.
- (iv) assembly establishments which shall mean 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 components when carried on in such establishments, but shall not include vehicle body building except insofar as it is carried on incidentally to the assembly of motor vehicles other than caravans and trailers.

"New motor vehicle assembler" means an employee in any establishment who, in connection with the assembly of new motor vehicles, offloads, unpacks, and where necessary, fits wheels, springs, bumpers, footboards, runningboards, fenders, head lamps and engine bonnets in position; holds in position such parts as chassis cross members, axles, radiators, wind screens, parts of cabs while the journeyman bolts, rivets, welds or screens such parts; places batteries in position and oils in engines, gearboxes and back-axles.

"Office, stores, sales and clerical employees" mean employees for whom wages are prescribed in clause 25 (E) of this Agreement.

"Operative, grade A," in relation to a vehicle body building establishment, means an employee in such an establishment engaged wholly or mainly in one or more of the following operations:—

Assembling by bolting and/or riveting and/or spot welding cutting of leather, leathercloth and like material to templates or patterns under the supervision of a journeyman; repetition sewing of detachable cushion-covers and seat covers by machine; machining of timber components on bandsaws, dimension saw, planer and spindle to jigs or stops detail assembly work; marking out and drilling, cutting and bending from templates.

"Operative, grade B," in relation to an automotive engineering establishment, means an employee in such establishment engaged mainly or exclusively in the re-metalling of bearings and/or the tinning of shells and connecting rods.

"Operative, grade C" in relation to a vehicle body building establishment, means an employee in such establishment who performs on a repetitive basis the making and forming of mudguards, valences and panels to formers and templates.

"Operative, grade E," in relation to an auto electrical parts manufacturing establishments, means an employee in such establishment engaged mainly or exclusively in any one or more of the following operations:—

Pressing out laminators and/or commutator segments with automatic hydraulic or hand presses; assembling commutators with the aid of jigs; placing or winding coils into armature slots; closing slots with wedges; soldering commutators with the aid of jigs; placing or winding coils into tures undercutting of commutators; fitting commutators and laminations to shaft; setting up of coil winder; checking and testing of shafts; shaping coils; forming of wire into coils by hand or machine; connecting previously tested and marked leads to commutators; inserting wires into moulds; pouring lead into moulds and removing castings from moulds for battery jumpers; fitting terminals to cables; pressing terminals; dipping cable ends in solder; punching terminals.

"Operative, grade G," in relation to a radiator manufacturing and/or repairing establishment, means an employee in such establishment mainly or exclusively engaged in any one or more of the following operations:—

Operating pre-set crimping or forming machine; cutting waterway and fin metal strips to set lengths; manipulating returnfolding machines; framing core sections by means of press into required sizes; cleaning and tinning; dipping cores into acid baths and solder vats; sweating water vessels to cores; sweating side walls to cores; making filler necks to jigs.

- (ii) inmeekaarsit, opbou, toets, herstel, stel, nagaan, bedraad, spuitverf, verf, en/of vernu van landbouttrekkers behalwe as dit uitgevoer word in inrigtings wat soortgelyke dienste lewer ten opsigte van motorkarre, motorvragwaens of motortrokke;
- (iii) die vervaardiging en/of onderhoud en/of herstel van—
 - (a) uitrusting vir siviele en meganiese ingenieurswerk en/of onderdele daarvan hetsy op wile gemonteer of nie;
 - (b) landboutuërusting of onderdele daarvan; of
 - (c) uitrusting bedoel vir gebruik in fabriek en/of werksinkels;

Met dien verstande dat vir die toepassing van (a), (b) en (c) herbo, "uitrusting" nie beskou moet word dat d.t. motorkarre, motorvragwaens en/of motortrokke, beteken n.e.;

- (d) motorvoertuig- of ander voertuigbakke en/of bobou en/of dele of onderdele daarvan gemaak van staalplaat van een-agste duim dik of dikker as dit uitgevoer word in inrigtings wat aangele is om en gewoonlik verbonde is aan die vervaardiging en/of onderhoud en/of herstel van uitrusting vir siviele en/of meganiese ingenieurswerk op aansienlike skaal;
- (iv) monteerinrigtings wat inrigtings beteken waarin motorvoertuie uit nuwe onderdele op 'n monterlyn inmeekaarsit word en sluit die vervaardiging en/of fabriseer in van motorvoertuigdele of -onderdele wanneer dit in sulke inrigtings uitgevoer word, maar sluit nie die bou van die bakke in nie buiten vir sover dit deel vorm van die vervaardiging van motorvoertuie buiten karavane en sleepwaens.

"Monteur van nuwe motorvoertuie" beteken 'n werknemer in 'n inrigting wat in verband met die inmeekaarsit van nuwe motorvoertuie, wile, vere, stampers, treeplanke, vloerplanke, modderskerms, koplampe en masjienkappe aflaai, uitpak en as dit nodig is, op hulle plek aansit; sulke dele soos dwarsstukke van onderstelle, aste, verkoelers, windskerms, dele van kappe op hulle plek vashou terwyl die vakman dit vasbout, vasklink, sweis of afskerm; batterye op hulle plek sit en olie in masjiene, ratkaste en agteraste ingooi.

"Kantoor-, magazyn-, verkoops- en klerklike werknemers" beteken werknemers vir wie lone in klousule 25 (E) van hierdie Ooreenkoms voorgeskryf word.

"Werkman graad A" beteken ten opsigte van 'n motorbakbou inrigting, 'n werknemer in so 'n inrigting wat uitsluitlik of hoofsaaklik werksaam is in een of meer van ondergenoemde bedrywighede:—

Monteerwerk doen deur middel van vasbout en/of klink en/of puntsweising; leer, leerdoek en soortgelyke materiaal volgens leiplate of plate onder toesig van 'n vakman sny; verwyderbare kussingoottrekke en sitplekoorttrekke met masjien by herhaling vasstik; masjienafwerking van hout-onderdele op bandsaag, afmeetsaag, skaafmasjien en spil volgens stelmasjiene of stoppe; monteerwerk in besonderhede; met behulp van plate afmerk en boor, sny en buig.

"Werkman, graad B" beteken ten opsigte van 'n inrigting van metaal voorsien en/of doppe en suierstange vertin, vir motoringenieurswerk, 'n werknemer in so 'n inrigting wat

"Werkman, graad C" beteken ten opsigte van 'n inrigting vir hoofsaaklik of uitsluitlik werksaam is in verband met laers weer die bou van voertuigbakke, 'n werknemer in so 'n inrigting wat op 'n herhalingsgrondslag modderskerms rande en panele volgens vormstukke en plate maak.

"Werkman, graad E" beteken, ten opsigte van 'n inrigting wat elektriese onderdele vir motors maak, 'n werknemer in so 'n inrigting wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde doen:—

Blaai en/of stroomwisselaarskryfies met outomatiese hidrouliese handperse uitpers; stroomwisselaars met behulp van stelmasjiene inmeekaarsit; spoel in ankerpleuwe plaas of wikkels; gleuwe met wie toemaak; stroomwisselaars soldeer; stroomwisselaars gelykskaaf; stroomwisselaars poleer; stroomwisselaars ondersny; stroomwisselaars en blaie aan as vassit; spoelwikkelaar opstel; aste nagaan en toets; spoel vorm gee; draad in klosse met hand of masjien opdraai; geleidings wat vooraf getoets en gemerk is, met stroomwisselaars verbind; draad in gietvorms insteek; lood in gietvorms ingiet en gietels vir batterieverbindings uit vorms uithaal; eindklemme aan kables heg; eindklemme toedruk; kabelpunte in soldeersel insteek; eindklemme deurslaan.

"Werkman, graad G," beteken ten opsigte van 'n inrigting wat verkoelers vervaardig en/of herstel, 'n werknemer uitsluitlik of hoofsaaklik werksaam in een of meer van ondergenoemde bedrywighede:—

Gestelde plooi- of vormmasjiene bedien; watergang en vinmetaalstroke na maat sny; voumasjiene bedien; kerngedeeltes deur middel van perse in vereiste groottes vorm, skoonmaak en vertin; kerns in suurbaddens en soldeervate indompel; waterhouers aan kerns aansweet; wande aan kerns aansweet; vulnekke met stelmasjiene maak.

"Operative, grade L." means, in relation to all establishments, an employee who in addition to any operation which may be performed by a labourer, may perform any one or more of the following operations:—

Holding up work for sheet metal worker and panel-beater; filing of solder, welding and old paint from parts under repair and adjacent parts; filing of solder or of welding on new parts; sandpapering, applying putty, rubbing down of filling, primer and putty; masking, cleaning, compounding and polishing by hand or machine in connection with the painting of motor vehicles; painting on rough stuff by brush to inside and underside of vehicle bodies; painting by brush and/or gun of axles, brake drums, chassis and underside of vehicle bodies; painting by brush rough waterproofing paint on canvas; applying deadener material or anti-corrosive coatings.

"Operative, grade M." in relation to brake and clutch linings manufacturing establishments, means an employee in such establishment mainly or exclusively engaged in any one or more of the following operations:—

Grading bore and piston of dampers with pre-set testing equipment; assembling and testing of dampers; assembling wheel and master cylinders; testing wheel and master cylinders.

"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 of time and whether or not the establishment or such business is open for 24 hours per day or less.

"Passengerlift attendant" means an employee who is wholly or mainly engaged in operating a passenger lift.

"Piece-work" means any system by which earnings are based on quantity or output of work done.

"Qualified", in relation to employees referred to in clause 25 (E) of this Agreement, means employees who have had not less than the undermentioned periods of experience:—

- (i) Male shop assistant/salesman: 5 years.
- (ii) Female shop assistant/saleswoman: 4 years.
- (iii) Male clerical employee: 5 years.
- (iv) Female clerical employee: 4 years.
- (v) Traveller, male or female: 4 years.

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

"Region NC" means those areas defined as "Area A (NC)" and "Area B (NC)".

"Region NL" means the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu; and Umzimkulu.

"Region OFS" means the Province of the Orange Free State.

"Region TVL" means the Province of the Transvaal.

"Regional Council" means a committee appointed as such by the Council in terms of its Constitution.

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

"Sample boy" means an employee who accompanies a traveller on his journey and assists in driving and in the packing, unpacking and displaying of samples.

"Seamstress machinist" in relation to a loose seat cover manufacturing establishment, means an employee engaged in sewing by hand or machine in such establishment.

"Service attendant" means an employee employed in a filling and/or service station in which labourers are employed and who supervises the work of such labourers and who may himself perform the work of such labourers.

"Service supply salesman" means an employee who is mainly engaged in oiling, greasing, cleaning, adjusting, or repairing implements, machinery equipment, or appliances and who may in addition take orders 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 goods and collect moneys.

"Service supply salesman, qualified," means a service supply salesman who has had not less than three years' experience.

"Shift" means three number of hours excluding overtime, on any day, which an employer is permitted to work his employees in the normal course of employment.

"Shop assistant/salesman" means an employee who wholly or mainly performs one or more or all of the following operations or duties in or about an accessory shop or motor car salesroom and/or showroom:—

- (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 of goods required to fulfil orders, using an order form or an invoice;
- (e) ticket writing;
- (f) despatching of goods out of any establishment to departments or for transit;
- (g) selling of goods or merchandise;
- (h) selling of motor vehicles unless employed in region NL.

"Werkman, graad L." beteken, ten opsigte van alle inrigtings, 'n werknemer wat, benewens werk wat deur 'n arbeider gedoen kan word, enige van almal van ondergenoemde kan doen:—

Werk vir plaatmetaalwerker en paneelmaker vashou; soldeersel, sweiswerk en ou verf vyl van dele en omliggende dele waaraan herstelwerk gedoen word; skuurpapierwerk, stopverf aansit, vulsel, onderlae en stopverf skuur; in verband met die verf van motorvoertuie met die hand of masjien maskeer, skoonmaak, komposisie aansit en poleer; growwe stof met kwas aan binnekant en onderkant van voertuigbakke verf; met kwas en/of spuittoestel aste, remtrommels, onderstelle en onderkant van voertuigbakke verf; growwe waterdigte verf met kwas aan seildoek verf; verdofmaterial of roeswerende lae aansit.

"Werkman, graad M." beteken, ten opsigte van inrigtings wat rem- en koppelaarvoerings vervaardig, 'n werknemer wat hoofsaaklik of uitsluitlik met een of meer van ondergenoemde werksaam is:—

Kaliber en suier van dempers met gestelde toetsuitrusting gradeer; dempers inmeekaarsit en toets; wiel en reëlsilinders inmeekaarsit; wiel en reëlsilinders toets.

"Parkeer en/of bewaar van motorvoertuie" beteken, die besigheid gedryf vir wins waarin karre vir bewaring ontvang word hetsy vir kort of lang tye en/of die inrigting van so 'n besigheid 24 uur per dag of minder oop is of nie.

"Bediener van pasasierhyser" beteken 'n werknemer wat uitsluitlik of hoofsaaklik werksaam is met die bediening van 'n pasasierhyser.

"Stukwerk" beteken 'n stelsel waarby lone gebaseer word op hoeveelheid of omvang van gedane werk.

"Gekwalifiseer" beteken ten opsigte van werknemers waarna in artikel 25 (E) van hierdie Ooreenkoms verwys word, werknemers wat minstens ondergenoemde tydperke van ervaring het:—

- (i) Manlike winkelassistent/verkoopster: 5 jaar;
- (ii) vroulike winkelassistent/verkoopster: 4 jaar;
- (iii) manlike klerklike werknemer: 5 jaar;
- (iv) vroulike klerklike werknemer: 4 jaar;
- (v) handelsreisiger, manlik of vroulik: 4 jaar.

"Streek OP" beteken daardie gebiede omskryf as „gebied A (OP)" en „gebied B (OP)".

"Streek NK" beteken daardie gebiede omskryf as „gebied A (NK)" en „gebied B (NK)".

"Streek NL" beteken die Provinsie Natal en die magistraats-distrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu, Umzimkulu.

"Streek OVS" beteken die Provinsie Oranje-Vrystaat.

"Streek TVL" beteken die Provinsie Transvaal.

"Streeksraad" beteken 'n komitee as sulks deur die Raad ingevolge sy reglement aangestel.

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

"Monsterjong" beteken 'n werknemer wat 'n handelsreisiger op sy reis vergesel en help met die bestuur van die kar en die inpak, uitpak en vertoning van monsters.

"Naaister-masjien" beteken ten opsigte van 'n vervaardigingsinrigting waarin lossittplekkoortrekke vervaardig word, 'n werknemer wat met die hand of met 'n masjien in so 'n inrigting stik.

"Dienstoesighouer" beteken 'n werknemer in diens in 'n vulstasie en/of diensstasie waarin arbeiders in diens is en wat toesig oor die werk van die arbeiders kan hou en wat self die werk van die arbeiders kan doen.

"Diensverkoper" beteken 'n werknemer wat hoofsaaklik implemente, masjinerie, uitrusting of toestelle olie, smeer, skoonmaak, stel of heelmak en wat daarbenewens bestellings kan aanneem vir die verkoop en/of lewering van sulke implemente, masjinerie, uitrusting of toestelle of toebehore of materiaal vir gebruik in verband met sulke implemente, masjinerie, uitrusting of toestelle, en wat sulke goed kan aflewer en geld invorder.

"Diensverkoper, gekwalifiseer," beteken 'n diensverkoper met minstens drie jaar ervaring.

"Diensverkoper, ongekwalifiseer," beteken 'n diensverkoper met minder as drie jaar ervaring.

"Skof" beteken die getal ure, behalwe oortyd, wat 'n werkgewer toegelaat word om sy werknemers in die gewone loop van sake op 'n dag te laat werk.

"Winkelassistent/verkoopster" beteken 'n werknemer wat geheel of hoofsaaklik een of meer of almal van ondergenoemde werksaamhede of pligte in 'n toebehorewinkel of motorverkoop- en/of uitstallokaal verrig:—

- (a) Klante bedien;
- (b) goedere vertoon;
- (c) voorrade hou en beheer;
- (d) bestellings uitvoer deur die benodigde goedere uit voorraad te neem en bymekaar te maak en 'n bestelvorm of faktuur te gebruik;
- (e) uitskryf van kaartjies;
- (f) versending van goedere uit enige inrigting na afdelings of vir deursending;
- (g) verkoop van goedere of handelsware;
- (h) verkoop van motorvoertuie tensy hy in gebied NL in diens is.

"Short-time" means a temporary reduction in the number of ordinary hours of work due to slackness or the exigencies of trade, shortage of material, a general breakdown of plant or machinery caused by accident, or other unforeseen emergency, unforeseen contingencies and/or circumstances beyond the employer's control, stocktaking or stoppage of work granted at the request of a majority of the employees in an establishment or portion thereof.

"Storekeeper" means an employee who is mainly or exclusively engaged in the control of stocks or stores.

"Supervisor" means an employee who, in regions NL, OFS and TVL, is placed by the employer in charge of any establishment or portion of an establishment where vulcanising is carried on, for the purpose of allocating work to the employees in such establishment or portion of an establishment and the supervision of such work during its passage through the establishment or portion of an establishment and relates to all operations incidental to vulcanising.

"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.

"Traveller" means an employee who, in region NL, is wholly or mainly engaged in the selling of motor vehicles or who, in all regions, as the travelling representative of an establishment, on behalf of such establishment, is wholly or mainly engaged in inviting, canvassing or soliciting orders from duly licensed traders and/or other persons for the sale and/or supply to them of goods for resale and/or for use or consumption by such traders or other persons and who may in addition collect money on behalf of such establishment.

"Unqualified", in relation to employees referred to in clause 25 (E) of this Agreement, means employees who have had less than the periods of experience stipulated for qualified employees of their respective classes.

"Vulcaniser", in relation to regions EP and NC, means a person—

- (a) who has served an apprenticeship of 3 years at the trade of vulcanising, or
- (b) who can prove to the satisfaction of the Regional Council concerned, his competency at the trade of vulcanising and who holds a written certificate from the Regional Council to that effect.

"Vulcaniser's operative" in Regions NC, NL, OFS and TVL means a workshop employee other than a journeyman, vulcaniser, supervisor, storekeeper or timekeeper, engaged in vulcanising work in a vulcaniser's establishment.

"Watchman" means an employee primarily occupied on guarding the premises and goods of the employer and/or protecting the motor vehicles and goods of which the employer is the bailee between 5 p.m. and 8 a.m. the following morning.

"Workshop employee" means any employee for whom wages are prescribed in clause 25 (A) of this Agreement.

"Week" means a period of seven consecutive days commencing at 12 midnight on a Sunday.

4. EXEMPTIONS.

(1) Exemption from any of the provisions of this Agreement may be granted by Regional Councils, the Executive Committee or the Council provided however, that no exemption shall be granted from the provisions of clause 29 (1) (d) of this Agreement in the case of a factory employee.

(2) Application for exemption shall be made to the Secretary of the Regional Council within whose area the applicant operates or is employed.

(3) The Regional Council, Executive Committee or the Council, as the case may be, shall fix the conditions subject to which such exemption shall be valid, and may, if it deems fit, after one week's notice has been given in writing to the persons concerned, withdraw any licence of exemption, whether or not the period for which exemption was granted has expired.

(4) The secretary to the Regional Council, Executive Committee or the Council, as the case may be, shall issue to every person granted exemption, a licence signed by him setting out—

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

(5) The Secretary to the Regional Council, the Executive Committee or the Council, as the case may be, shall—

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

5. PAYMENT OF EARNINGS.

(1) All earnings shall, subject to the provisions of sub-clause (2) of this clause, be paid weekly or monthly, as the case may be.

(2) (a) Weekly employees shall be paid the earnings referred to in sub-clause (1) in cash on Fridays within 15 minutes before the ordinary stopping time or on termination of employment if this takes place before Friday.

"Korttyd" beteken 'n tydelike vermindering van die getal gewone werkure as gevolg van slapte of die noodgevolge van die handel, tekort aan materiaal, 'n algemene onderbreking van die werk van installasie of masjinerie veroorsaak deur ongeval of ander onvoorsiene noodtoestand, onvoorsiene gebeurlikhede en/of omstandighede buite die werkgewer se beheer, voorraad-opeerder of stopsetting van werk toegestaan op versoek van 'n meerderheid van die werknemers in 'n inrigting of gedeelte daarvan.

"Magasynmeester" beteken 'n werknemer hoofsaaklik of uitsluitlik werksaam in verband met die beheer oor voorraad.

"Opsigter" beteken 'n werknemer wat deur die werkgewer oor 'n inrigting of gedeelte van 'n inrigting geplaas word waar vulkaniseerwerk verrig word, met die doel om werk aan die werknemers van so 'n inrigting of gedeelte van so 'n inrigting toe te wys en toesig oor die werk te hou terwyl dit deur die inrigting of gedeelte van die inrigting gaan en sy verantwoordelike het betrekking op alle werksaamhede in verband met vulkaniseerwerk.

"Tydhouer" beteken 'n werknemer wat hoofsaaklik of uitsluitlik werk verrig in verband met die opstel van werkkoste, die betaalstaat en klerklike werk betreffende die personeelsterkte van so 'n inrigting.

"Reisiger" beteken 'n werknemer wat as die reisende verteenwoordiger van 'n inrigting, namens die inrigting hoofsaaklik of uitsluitlik bestellings inwag, daarom vra en opneem van behoorlik gelisensieerde handelaars en/of ander persone vir die verkoop en/of lewering aan hulle van goedere om herverkoop en/of gebruik te word deur hierdie handelaars of ander persone en wat daarbenewens geld namens die inrigting invorder.

"Ongekwalfiseer" beteken, ten opsigte van werknemers na wie in artikel 25 (E) van hierdie Ooreenkoms verwys word, werknemers wat minder as die tydperke ervaring het wat vir gekwalifiseerde werknemers in hul onderskeie klasse vereis word.

"Vulkaniseerder" beteken ten opsigte van streke OP en NK, iemand wat—

- (a) 'n vakleerlingtyd van 3 jaar in die vulkaniseerbedryf gedien het;
- (b) ter bevrediging van die betrokke streeksraad sy bedwensheid in die vulkaniseerbedryf kan bewys en 'n skriftelike sertifikaat in diër voege besit.

"Vulkaniseerder se werkman" beteken in streke NK, NL, OVS en TVL, 'n werkswinkelwerknemer, behalwe 'n vakman, vulkaniseerder, opsigter, magasynmeester, wat vulkaniseerwerk in 'n vulkaniseerinrigting doen.

"Wag" beteken 'n werknemer wat hoofsaaklik besig is om die persele en goed, van die werkgewer te bewaak en/of om die motorvoertuie en goed waarvan die werkgewer die borgtoeghouer is tussen 5 nm. en 8 vm. die volgende oggend te beveilig.

"Werkswinkelwerknemer" beteken 'n werknemer vir wie 'one in klousule 25 (A) van hierdie Ooreenkoms voorgeskryf word.

"Week" beteken 'n tydperk van sewe agtereenvolgende dae wat om 12-uur middernag op 'n Sondag begin.

4. VRYSTELLINGS.

(1) Vrystelling kan van enigeen van die bepalings van hierdie Ooreenkoms verleen word deur streeksrade, die uitvoerende komitee of die Raad; met dien verstande egter dat geen vrystelling van die bepalings van klousule 29 (1) (d) van hierdie Ooreenkoms in die geval van 'n fabriekswerknemer verleen mag word nie.

(2) Aansoeke om vrystelling moet gedoen word by die sekretaris van die streeksraad in wie se gebied die applikant werk of in diens is.

(3) Die streeksraad, uitvoerende komitee of Raad, al na die geval, moet die voorwaardes bepaal waarop vrystelling aan 'n persoon ingevolge die bepalings verleen word en kan na goeddunke en nadat kennis skriftelik een week vooraf aan die betrokke persoon gegee is, 'n vrystellingsertifikaat intrek, of die termyn waarvoor vrystelling verleen is, verstryk het of nie.

(4) Die Sekretaris van die streeksraad, uitvoerende komitee of Raad, al na die geval, moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat uitreik wat deur hom onderteken is en die volgende vermeld:—

- (a) Die naam van die betrokke persoon.
- (b) Die bepalings van die Ooreenkoms ten opsigte waarvan vrystelling verleen word.
- (c) Die voorwaardes waarop vrystelling verleen word.
- (d) Die termyn waarvoor vrystelling verleen word.

(5) Die Sekretaris van die streeksraad, uitvoerende raad of Raad, al na die geval, moet—

- (a) die sertifikaat wat uitgereik word, in volgorde nommer;
- (b) 'n kopie van elke uitgereikte sertifikaat hou; en
- (c) Indien aan 'n werknemer vrystelling verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur en een aan die Afdelingsinspekteur, Departement van Arbeid, in wie se regsgebied sy besigheid geleë is.

5. BETALING VAN VERDIENSTE.

(1) Onderworpe aan die bepalings van subklousule (2) van hierdie klousule moet alle verdienste weekliks of maandeliks, al na die geval, betaal word.

(2) (a) Weeklikke werknemers moet die verdienste genoem in subklousule (1), kontant op Vrydae binne 15 minute voor die gewone ophoudtyd betaal word of by diensbeëindiging as dit voor Vrydag plaasvind.

(b) Monthly employees shall be paid the earnings referred to in sub-clause (1) in cash or by cheque on or before the last day of the month, or on termination of employment if this takes place before the ordinary pay-day of the employee.

(3) All earnings shall be handed to employees in sealed containers bearing on the outside, or with a statement which bears the name of the employer, the name of the employee, the date of payment, the period in respect of which payment is made, the number of ordinary and overtime hours worked and the remuneration due therefor, details of any deductions which have been made and the amount enclosed and, in the case of employees for whom wages of £3 or less per week are prescribed in this Agreement, any amount due as leave pay in terms of clause 14 (2) (c) of this Agreement.

(4) No employee shall be required as part of his contract of employment to board and/or lodge with his employer or at any place nominated by the employer or to purchase any goods from the employer.

(5) Unless otherwise provided for in this Agreement, no deductions or set-off of any description other than the following shall be made from the earnings which an employee would normally be entitled to receive—

- (a) subject to the provisions of clause 14 of this Agreement, where an employee is absent from work (other than on paid leave), a deduction proportionate to such absence;
- (b) subject to the provisions of clause 14 of this Agreement, with the written consent of the employee where such funds are not administered by a Regional Council or the Council, deductions for holiday, insurance, provident and/or pension funds;
- (c) with the written consent of the employee and of the Regional Council, or the Executive Committee, or the Council, deductions in respect of tea, sports and similar clubs, or purchases by employees from their employers;
- (d) contributions to Council funds in terms of clause 11 of this Agreement and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council;
- (e) where an employer is compelled by any law or ordinance or legal process to make payment for or on behalf of an employee, any amount so paid may be deducted;
- (f) where an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, as amended, or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding 6s. per week when board and lodging is provided or not more than 3s. 6d. per week for board only or 2s. 6d. per week for lodging only;
- (g) subscriptions to the Motor Industry Employees' Union of South Africa and the Motor Industry Staff Association in terms of clause 12 of this Agreement, or to such other trade unions as may be approved by a Regional Council, the Executive Committee or the Council.

6. ADMINISTRATION OF AGREEMENT.

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

7. AGENTS.

The Council or any Regional Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of every employer and every employee to permit such persons to enter such establishment, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

8. REGISTRATION OF EMPLOYERS.

(1) Every employer engaged in the industry shall, unless he has already done so, within one month of the date on which this Agreement comes into operation, and every employer who begins business in the industry during the currency of this Agreement shall, within one month of commencing business, forward to the Secretary of the Regional Council within whose area of jurisdiction he operates, a statement in the form of Annexure "A" to this Agreement.

(2) Every employer shall notify the Secretary of the Regional Council concerned of any change in—

- (a) the ownership of the business and/or;
- (b) the name of the business and/or;
- (c) the address of the business;
- (d) the personnel of the partners, directors or managers,

within one month of such change.

9. EXHIBITION OF AGREEMENT AND POSTING OF NOTICES.

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

- (a) A copy of this Agreement;
- (b) a summary of sections of the Industrial Conciliation Act as prescribed by regulation 7 (5) of the Act;

(b) Maandelikse werknemers moet die verdienste genoem in subklausule (1), kontant of per tjek op of voor die laaste dag van die maand betaal word, of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind.

(3) Alle verdienste moet aan werknemers oorhandig word in verseëelde koevert wat op die buitekant aantoon die name van die werknemer, die naam van die werkgever, die datum van betaling, die tydperk waarvoor betaling gedoen word, die getal gewone en oortydure gewerk en die besoldiging daarvoor verskuldig, besonderhede van aftrekkings wat gemaak is en die ingeslote bedrag, en in die geval van werknemers vir wie lone van £3 of minder in hierdie Ooreenkoms voorgeskryf word, die bedrag of bedrae wat as verlofbetaling kragtens klausule 14 (2) (c) van hierdie Ooreenkoms verskuldig is.

(4) Van geen werknemer mag as deel van sy dienskontrak verlang word om by sy werkgever te looier en/of in te woon nie, nog by enige plek deur sy werkgever aangewys, of om goedere van die werkgever te koop nie.

(5) Tensy anders in hierdie Ooreenkoms bepaal, mag geen aftrekkings of teenvorderings, van watter aard ook al, behalwe onderstaande, gemaak word van die verdienste wat onder normale omstandighede aan 'n werknemer verskuldig is nie:—

- (a) Onderworpe aan die bepalinge van klausule 14 van hierdie Ooreenkoms, as 'n werknemer afwesig is (behalwe in die geval van verlof met besoldiging), 'n aftrekking na verhouding van die afwesigheid.
- (b) Onderworpe aan die bepalinge van klausule 14 van hierdie Ooreenkoms, met die skriftelike toestemming van die werknemer, aftrekkings vir vakansie-, versekerings-, voorsorg- en/of pensioenfondse, as dié fondse nie bestuur word deur 'n streeksraad of die Raad nie.
- (c) Met die skriftelike toestemming van die werknemer en die betrokke streeksraad, die uitvoerende raad of die Raad, bydraes vir tee-, sport- en dergelike klubs, of aftrekkings ten opsigte van aankope deur werknemers van hul werkgevers.
- (d) Bydraes tot Raadsfondse kragtens klausule 11 van hierdie Ooreenkoms en bydraes tot enige siekte-voorsorgs- en/of pensioenfondse, deur die Raad of 'n streeksraad bestuur.
- (e) As 'n werkgever by 'n wet of ordonnansie of regsgeeding verplig word om betalings vir of ten behoeve van 'n werknemer te maak, kan enige bedrag wat aldus betaal is, afgetrek word.
- (f) As 'n werknemer toestem om dit van hom ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, of die Naturellearbeid Reëlingswet, 1911, verlang word om losies en/of inwoning van sy werkgever aan te neem, 'n aftrekking van hoogstens 6s. per week wanneer losies en inwoning verskaf word en hoogstens 3s. 6d. per week vir slegs losies of 2s. 6d. per week slegs vir inwoning.
- (g) Ledegeel vir die Motor Industry Employees' Union of South Africa en die Motor Industry Staff Association, ingevolge klausule 12 van hierdie Ooreenkoms, of ander vakverenigings wat deur 'n streeksraad goedgekeur word, die uitvoerende raad of die Raad.

6. ADMINISRASIE VAN OOREENKOMS.

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

7. AGENTE.

Die Raad of die betrokke streeksraad mag een of meer bepaalde persone as agente aanstel om by die toepassing van die bepalinge van hierdie Ooreenkoms behulpsaam te wees, en dit is die plig van elke werkgever en elke werknemer om dié persone toe te laat tot die persele om die ondersoek in te stel en te voltooi en om die stukke, boeke, loonstate, tydstate en betaal-kaarte na te sien en om individue te ondervra en alles te doen wat nodig mag wees vir die doel om uit te vind of die bepalinge van hierdie Ooreenkoms nagekom word.

8. REGISTRASIE VAN WERKNEMERS.

(1) Elke werkgever wat die nywerheid uitoefen moet, tensy hy dit reeds gedoen het, binne een maand na die datum waarop hierdie Ooreenkoms van krag word, en elke werkgever wat gedurende die looptyd van hierdie Ooreenkoms die nywerheid begin uitoefen, binne een maand nadat hy sy besigheid begin het, aan die sekretaris van die streeksraad in wie se gebied hy besigheid doen, 'n opgawe in die vorm van Aanhangsel A van hierdie Ooreenkoms stuur.

(2) Elke werkgever moet die sekretaris van die betrokke streeksraad in kennis stel van veranderings van—

- (a) eienaar van die besigheid en/of;
- (b) naam van die besigheid en/of
- (c) adres van die besigheid;
- (d) vennote, direkteure of bestuurders,

binne een maand na 'n verandering.

9. VERTONING VAN OOREENKOMS EN KENNISGEWINGS.

Elke werkgever op wie hierdie Ooreenkoms van toepassing is, moet op 'n opvallende en maklik toeganklike plek op sy perseel ondergenoemde, wat duidelik gedruk is en in albei amptelike tale van die Unie verskyn, vertoon en vertoon hou:—

- (a) 'n Eksemplaar van hierdie Ooreenkoms.
- (b) 'n Opsomming van artikels van die Nywerheids-versoeningswet voorgeskryf by regulasie 7 (5) van die Wet.

- (c) a notice in the form prescribed by the regulations under the Act specifying the day of the week or month, as the case may be, and the time and place at which wages will ordinarily be paid each week or month, as the case may be;
- (d) a notice containing the official address of the Divisional Inspector of Labour and of the Secretary of the Regional Council within whose area of jurisdiction the employer is carrying on his business.
- (e) a notice containing the starting and finishing times of each shift in the case of filling and/or service stations where service attendants and/or labourers are employed on a shift system.

10. TIME AND WAGES REGISTER.

(1) Every employer shall keep in the form prescribed by the regulations under the Act, a record of the earnings paid to and the time worked by each of his employees. All entries shall be in ink.

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

11. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall on Fridays in the case of weekly paid employees and on the ordinary pay day in the case of monthly paid employees deduct from the wages of each of his employees other than apprentices, contributions as specified in sub-clause (2) hereof. To the contributions so deducted, the employer shall add a like contribution and shall forward month by month, but not later than the tenth day of the month following the month to which the contributions relate, the total amount of such contributions to the Secretary of the Regional Council within whose area of jurisdiction his place of business is situated, under cover of, and together with particulars in the form prescribed in Annexure "B".

(2) The contributions in terms of sub-clause (1) shall be at the rates set out hereunder:—

Region.	Wage Group.	Contribution.
EP	Weekly paid employees in receipt of wages of less than £2. 6s. per week	4d. per week.
	Weekly paid employees in receipt of wages of £2. 6s. or more per week	9d. per week.
	Monthly paid employees.....	2s. 6d. per month.
NC	Weekly paid employees in receipt of wages of £2. 6s. or less per week	2d. per week.
	Weekly paid employees in receipt of wages of more than £2. 6s. per week	6d. per week.
	Monthly paid employees in receipt of wages of £10 or less per month	6d. per month.
	Monthly paid employees in receipt of wages of more than £10 per month	2s. 2d. per month.
OFS	Weekly paid employees in receipt of wages of £2 or less per week and labourers (irrespective of the weekly wage)	1d. per week.
	Weekly paid employees in receipt of wages of more than £2 per week	8d. per week.
	Monthly paid employees.....	2s. 3d. per month.
NL and TVL	Weekly paid employees in receipt of wages of £2 or less per week and labourers (irrespective of the weekly wage)	1d. per week.
	Weekly paid employees in receipt of wages of more than £2 per week	6d. per week.
	Monthly paid employees in receipt of wages of £10 or less per month	6d. per month.
	Monthly paid employees in receipt of wages of more than £10 per month	2s. per month.

(3) Notwithstanding the exclusion in sub-clause (1), the names of all apprentices must be shown on the form referred to in the said sub-clause (1).

NOTE.—The following are the addresses of the Secretaries of the various Regional Councils:—

Region EP: P.O. Box 3051, Port Elizabeth;
 Region NC: P.O. Box 446, Kimberley;
 Region NL: P.O. Box 2838, Durban;
 Region OFS: P.O. Box 910, Bloemfontein;
 Region TVL: P.O. Box 8477, Johannesburg.

12. SUBSCRIPTIONS TO THE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, THE MOTOR INDUSTRY STAFF ASSOCIATION AND THE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION.

(1) Every employer who is a member of the South African Motor Industry Employers' Association and/or the South African Vehicle Builders' and Repairers' Association shall deduct from the wages of each of his employees affected by this Agreement, the amount of the subscriptions payable by such employees to the Motor Industry Employees' Union of South Africa or the Motor Industry Staff Association and shall forward the amount thus deducted with the form prescribed in Annexure "B" to the Secretary of the Regional Council concerned, not later than the tenth day of the month following the month to which the subscriptions relate.

(c) 'n Kennisgewing in die vorm voorgeskryf by die regulasies ingevolge die Wet wat die dag van die week of maand noem, al na die geval, en die tyd en plek waar lone gewoonlik iedere week of maand, al na die geval, betaal sal word.

(d) 'n Kennisgewing met die amptelike adres van die Afdelingsinspekteur van Arbeid en van die sekretaris van die streeksraad in wie se gebied die werkgever sy besigheid dryf.

(e) 'n Kennisgewing met die begin- en sluitingstye van elke skof in die geval van vulstasies en/of diensstasies waar diensbediendes en/of arbeiders volgens 'n skofstelsel in diens is.

10. TYD- EN LOONREGISTER.

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

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

11. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te dek, moet elke werkgever op Vrydae in die geval van weekliks betaalde werknemers en op die gewone betaaldag in die geval van maandeliks betaalde werknemers van elkeen van sy werknemers, behalwe vakleerlinge, bydraes, soos in subartikel (2) hiervan genoem, aftrek. By hierdie bydraes wat afgetrek word, moet die werkgever 'n gelyke bedrag byvoeg en moet maand vir maand, maar nie later as die 10de van die maand na die maand waarop die bydraes betrekking het nie, die totale bedrag aan bydraes aan die sekretaris van die streeksraad stuur in wie se gebied sy besigheidsplek geleë is, onder dekking van en tesame met besonderhede in die vorm wat in Aanhangsel B van hierdie Ooreenkoms getoon word.

(2) Die bydraes kragtens subklousule (1) moet wees teen die tariewe hieronder aangetoon:—

Streek.	Loongroep.	Bydrae.
O.P....	Weekliks betaalde werknemers wat lone van £2. 6s. per week ontvang	4d. per week.
	Weekliks betaalde werknemers wat lone van £2. 6s. of meer per week ontvang	9d. per week.
N.K....	Maandeliks betaalde werknemers.....	2s. 6d. per maand.
	Weekliks betaalde werknemers wat lone van £2. 6s. of minder per week ontvang	2d. per week.
O.V.S..	Weekliks betaalde werknemers wat £2. 6s. of meer per week ontvang	6d. per week.
	Maandeliks betaalde werknemers wat £10 of minder per maand ontvang	6d. per maand.
	Maandeliks betaalde werknemers wat £10 of meer per maand ontvang	2s. 2d. per maand.
	Weekliks betaalde werknemers wat lone van £2 per week of minder ontvang en arbeiders (ongeach die weeklikse loon)	1d. per week.
N.L. en TVL.	Weekliks betaalde werknemers wat lone van meer as £2 per week ontvang	8d. per week.
	Maandeliks betaalde werknemers.....	2s. 3d. per maand.
	Weekliks betaalde werknemers wat lone van £2 of minder per week ontvang en arbeiders (ongeach die weeklikse loon)	1d. per week.
	Weekliks betaalde werknemers wat lone van meer as £2 per week ontvang	6d. per week.
	Maandeliks betaalde werknemers wat lone van £10 of minder per maand ontvang	6d. per maand.
	Maandeliks betaalde werknemers wat lone van meer as £10 per maand ontvang	2s. per maand.

(3) Nieteenstaande die uitsluiting in subklousule (1) moet die name van alle vakleerlinge gewys word op die vorm genoem in voornoemde subklousule (1).

OPMERKING.—Hier volg die adresse van die sekretarisse van die verskillende streeksrade:—

Streek OP: Posbus 3051, Port Elizabeth.
 Streek NK: Posbus 446, Kimberley.
 Streek NL: Posbus 2838, Durban.
 Streek OVS: Posbus 910, Bloemfontein.
 Streek TVL: Posbus 8477, Johannesburg.

12. LEDEGELD VIR DIE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, DIE MOTOR INDUSTRY STAFF ASSOCIATION EN DIE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION.

(1) Elke werkgever wat lid is van die South African Motor Industry Employers' Association en/of die South African Vehicle Builders' and Repairers' Association moet van die loon van elkeen van sy werknemers wat deur hierdie Ooreenkoms geraak word, die bedrag aan ledegeld aftrek wat deur die werknemers aan die Motor Industry Employees' Union of South Africa of die Motor Industry Staff Association verskuldig is en die bedrag aldus afgetrek saam met die vorm voorgeskryf in Aanhangsel B aan die sekretaris van die betrokke streeksraad op of voor die tiende dag van die maand stuur wat volg op die maand waarop die ledegeld betrekking het.

(2) Every employer who is a member of the South African Motor Industry Employers' Association shall not later than the tenth day of each month, unless he has paid such subscription direct to the said Association, forward to the Secretary of the Regional Council concerned with the form prescribed in Annexure "B" to this Agreement, one-twelfth of his annual subscription payable to the said Association.

13. TRADE UNION LABOUR.

(1) (a) No member of the Motor Industry Employees' Union of South Africa shall accept employment with any employer who is not a member of the South African Motor Industry Employers' Association or South African Vehicle Builders' and Repairers' Association or remain in the employ of any employer who has ceased to be a member of the South African Motor Industry Employers' Association or the South African Vehicle Builders' and Repairers' Association.

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

(c) No member of the South African Vehicle Builders' and Repairers' Association shall employ any person who is not a member of the Motor Industry Employees' Union of South Africa or other registered trade union.

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

(3) This section shall not apply to employees for whom remuneration is laid down in clause 25 (E) of this Agreement nor to labourers, watchmen, storekeepers, timekeepers, apprentices, choppers out, seamstress machinists, strippers and operatives other than Operatives, grade C, nor where, in the opinion of the Council, membership to a party to this Agreement has been refused or terminated without reasonable cause and the applicant has reported such refusal to the Council within 21 days thereof.

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

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

14. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause 10 hereof, all employees for whom wages or remuneration are provided in this Agreement and apprentices shall be entitled to and granted three consecutive weeks paid leave, which shall include four week-ends in the case of employees proceeding on leave as from a week-end, and three week-ends in all other cases and be subject to the following further conditions:—

(a) Weekly paid employees shall, in the case of employees working a 5½ day week, qualify for such leave on the completion of 308 full shifts (excluding overtime) with the same employer, and in the case of employees working a five day week, qualify for such leave on completion of 256 full shifts (excluding overtime) with the same employer, from the date of engagement or from the date upon which the last leave fell due, whichever is the later.

NOTE.—For the purposes of this clause, "full shifts" shall, except in the case of employees referred to in sub-clause (2) (c) of this clause, be deemed to include shifts of shorter duration than those permitted in terms of this Agreement if—

- (i) due to late arrival at work where lateness does not exceed half an hour; or
- (ii) due to short time worked; or
- (iii) worked with the permission of the employer.

(b) Monthly paid employees shall qualify for such leave on the completion of twelve months' continuous employment with the same employer from the date of engagement or from the date upon which the last leave fell due, whichever is the later.

(c) The employer shall fix the time when such leave shall be taken, but if the employer shall not have granted to an employee his period of leave at an earlier date, such leave shall be granted so as to commence within two months after the completion of the qualifying number of shifts in the case of employees referred to in paragraph (a) hereof, or twelve months continuous employment in the case of employees referred to in paragraph (b) hereof.

(d) Subject to sub-clauses (2) and (8) hereof, leave pay shall be paid at the rate of remuneration the employee was receiving or entitled to receive (whichever is the greater) at the date upon which the employee proceeded on his annual leave and shall be paid to him by the employer when he commences leave.

(2) Elke werkgewer wat lid van die South African Motor Industry Employers' Association is moet op of voor die tiende dag van elke maand, tensy hy die ledesgeld regstreeks aan genoemde vereniging betaal het, een-twaalfde van sy jaarlikse bydrae wat aan genoemde vereniging verskuldig is, aan die sekretaris van die betrokke streeksraad stuur saam met die vorm voorgeskryf in Aanhangsel B van hierdie Ooreenkoms.

13. LIDMAATSKAP VAN VAKVERENIGINGS.

(1) (a) Geen lid van die Motor Industry Employees' Union of S.A. mag werk by 'n werkgewer aanneem wat nie lid van die S.A. Motor Industry Employers' Association of die South African Vehicle Builders' and Repairers' Association is nie of in die diens bly van 'n werkgewer wat opgehou het om lid te wees van die South African Motor Industry Employers' Association of die South African Vehicle Builders' and Repairers' Association.

(b) Geen lid van die South African Motor Industry Employers' Association mag enigiemand in diens neem wat nie lid van die Motor Industry Employees Union of South Africa is nie.

(c) Geen lid van die South African Vehicle Builders' and Repairers' Association mag enigiemand in diens neem wat nie lid van die Motor Industry Employees' Union of South Africa of ander geregistreerde vakvereniging is nie.

(2) Bewys van lidmaatskap van die Motor Industry Employees' Union of S.A. is die voorlegging van 'n lidmaatskapskaartjie vir die lopende jaar wat deur genoemde vakvereniging uitgereik is en die graad aandui waarin lidmaatskap van die lid deur daardie vakvereniging geregistreer is.

(3) Hierdie artikel is nie van toepassing op werknemers vir wie lone in klousule 25 (E) van hierdie Ooreenkoms voorgeskryf word nie, ook nie op arbeiders, wagte, magasynmeesters, tydhouders, vakleerlinge, uitkappers, leerlingmasjiniërs, afstropers en werkmans nre. behalwe werkmans graad C, ook nie in gevalle waarin, na die mening van die Raad, lidmaatskap tot 'n party by hierdie Ooreenkoms sonder redelike oorsaak geweier of beëindig is nie en die aplikant so 'n weiering binne 21 dae daarvan aan die Raad meegedeel het.

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

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

14. JAARLIKSE VERLOF.

(1) Onderworpe aan die bepalinge van subklousule 10 hiervan het alle werknemers vir wie lone of besoldiging in hierdie Ooreenkoms voorgeskryf word, asook vakleerlinge, reg op drie agtereenvolgende weke betaalde verlof en moet dit toegestaan word, en dit moet vier naweke insluit in die geval van werknemers wat met ingang van 'n naweek met verlof gaan, en drie naweke in alle ander gevalle en onderworpe aan onderstaande verdere voorwaardes wees:—

(a) Weekliks betaalde werknemers kwalifiseer, in die geval van werknemers wat 5½ dae per week werk, vir die verlof na voltooiing van 308 volle skofte (met uitsluiting van oortyd) by dieselfde werkgewer, en werknemers wat 'n vyfdaagse week werk, kwalifiseer vir die verlof na voltooiing van 256 volle skofte (met uitsluiting van oortyd) by dieselfde werkgewer, van die datum van indiensneming af of van die datum af waarop die laaste verlof verskuldig was, watter een ook al die jongste was.

OPMERKING.—Vir die doeleindes van hierdie artikel sluit „volle skofte” skofte in van korter duur as dié wat ingevolge hierdie Ooreenkoms toegelaat word as—

- (i) dit toe te skryf is aan die feit dat werkers hoogstens 'n halfuur laat by die werk aangekom het; of
- (ii) omdat korttyd gewerk is; of
- (iii) dit met toestemming van die werkgewer gewerk is.

(b) Werknemers wat by die maand betaal word, kwalifiseer vir die verlof na voltooiing van 12 maande aaneenlopende diens by dieselfde werkgewer van die datum van indiensneming af of van die datum af waarop die vorige verlof verskuldig was, watter een ook die jongste is.

(c) Die werkgewer moet die tyd vasstel wanneer die verlof geneem moet word, maar as die werkgewer nie eerder aan 'n werknemer sy verlof toeges aan het nie, moet die verlof toegestaan word om binne twee maande na voltooiing van die kwalifiserende getal skofte te begin in die geval van werknemers na wie in paragraaf (a) hiervan verwys word of 12 maande aaneenlopende diens in die geval van werknemers na wie in paragraaf (b) hiervan verwys word.

(d) Onderworpe aan subklousules (2) en (8) hiervan moet verlof-besoldiging betaal word teen die tarief wat die werknemer ontvang het of reg gehad het om te ontvang (watter een ook al die grootste is) op die datum waarop hy met sy jaarlikse verlof vertrek het en dit aan hom deur die werkgewer betaal word wanneer sy verlof begin.

(e) If any of the paid public holidays referred to in clause 15 (1) of this Agreement fall within the period of leave of an employee, one working day shall be added to the said period of leave in respect of each such paid public holiday, on full pay.

(2) (a) Subject to the provisions of sub-clause (3) of this clause, an employee who is entitled to qualify for leave and who is discharged from, or who leaves his employment before completing the qualifying number of shifts or period of employment, shall be entitled—

(i) in the case of an employee to whom the provisions of sub-clause (1) (a) hereof are applicable, to three fifty-seconds, and in the case of an employee who is a weekly paid employee and to whom the provisions of sub-clause (10) hereof are applicable, to two fifty-seconds, of a week's remuneration for every five full shifts worked in a five-day week establishment or six full shifts worked in a 5½ day week establishment, from the date of commencing work with the employer or from the date his last annual leave became due, whichever is the later, and

(ii) in the case of an employee to whom the provisions of sub-clause (1) (b) are applicable, to three fifty-seconds, and in the case of an employee who is a monthly paid employee and to whom the provisions of sub-clause (10) hereof are applicable, to two fifty-seconds, of a week's remuneration for every week in which he worked at least five days from the date of commencing work with the employer, or from the date his last annual leave became due, whichever is the later.

(b) In the case of all employees other than those for whom wages of £3 or less per week are prescribed in this Agreement, the following further provisions shall apply:—

(i) An amount equal to that to which such employee is entitled shall be forwarded by the employer to the Secretary of the Regional Council within whose area of jurisdiction he operates, immediately on termination of the employee's employment;

(ii) an employer when making payment in terms of paragraph (i) hereof, shall complete in triplicate a holiday leave pay voucher in the form prescribed in Annexure C to this Agreement and shall forward one copy to the Secretary of the Regional Council, hand a copy to the employee concerned and retain the third copy in his possession;

(iii) no such employee shall take his leave credit in cash from his employer. Such employee shall, on entering the service of another employer, present to such employer the copy of the holiday leave pay voucher referred to herein and such employer shall make arrangements for the employee to be granted his annual leave on completion of the number of shifts or on completion of the period of employment which would have qualified him for annual leave in terms of sub-clause (1) hereof as if he had worked for the same employer;

(iv) when such employee's leave, due in terms of the preceding paragraph is granted, his employer shall at that time pay to him the amount of holiday pay due to him by the said employer calculated in terms of sub-clause (2) (a) hereof and the employee shall apply to the Regional Council concerned a week in advance for the amount paid to the Council in terms of paragraph (i) hereof, which amount shall be paid to him by the said Regional Council upon production by him of his signed copy of the holiday leave pay voucher referred to in paragraph (ii) hereof;

(v) Secretaries of the Regional Councils shall place all amounts received on behalf of holiday leave pay in a special account operated by the Regional Councils and shall pay the amount received in respect of an employee to such employee when he qualifies for such payment. Should the employee leave the Industry, the amount shall be paid to him on the expiry of 52 weeks calculated from the date on which the leave pay commenced to accrue, or earlier, at the discretion of the Regional Council concerned;

(vi) holiday leave pay in the possession of Regional Councils and unclaimed after the expiry of three years from the date of receipt, shall be forfeit to such Regional Councils;

(vii) the cost of the administering the special account referred to in paragraph (v) hereof shall be borne by Regional Councils which may, at their discretion, invest any of the funds on hand with an approved bank and/or building society and any interest accruing from such investment shall be retained by such Regional Councils towards the costs of administration of the aforesaid special account.

(c) In the case of employees for whom wages of £3 or less per week are prescribed in this Agreement, the amount due to them in terms of sub-clause (2) (a) hereof shall be paid direct to them by the employer and none of the provisions of paragraph (b) of this sub-clause shall apply to such employees.

(e) As enigeen van die betaalde openbare vakansiedae wat in klousule 15 (1) van hierdie Ooreenkoms genoem word, binne die verlot van 'n werknemer val, moet een werkdag by die genoemde verlot gevoeg word ten opsigte van elkeen van die betaalde openbare vakansiedae, met volle betaling.

(2) (a) Onderworpe aan die bepalings van subklousule (3) van hierdie klousule het 'n werknemer wat daartoe geregtig is om vir verlot in aanmerking te kom en wat uit sy diens ontsaam word of dit verlaat voordat hy die getal kwalifiseerskote of -dienstyd voltooi het, reg op:—

(i) In die geval van 'n werknemer op wie die bepalings van subklousule (1) (a) hiervan van toepassing is, op drie twee-en-veertigstes, en in die geval van 'n werknemer wat 'n weekliks betaalde werknemer is en op wie die bepalings van subklousule (10) hiervan van toepassing is, op twee twee-en-veertigstes van 'n week se besoldiging vir elke vyf volle skofte gewerk in 'n inrigting met 'n vyfdaagse week of ses vol skofte gewerk in 'n inrigting met 'n week van 5½ dae, van die datum af waarop hy by die werkgewer begin werk het of van die datum af waarop sy laaste jaarlikse verlot verskuldig geword het, watter ook al die jongste is; en

(ii) In die geval van 'n werknemer op wie die bepalings van subklousule (1) (b) van toepassing is, op drie twee-en-veertigstes, en in die geval van 'n werknemer wat 'n maandeliks betaalde werknemer is en op wie die bepalings van subklousule (10) hiervan van toepassing is, op twee twee-en-veertigstes van 'n week se besoldiging vir elke week waarin hy minstens vyf dae gewerk het van die datum af waarop hy die werkgewer begin werk het, of van die datum af waarop sy laaste jaarlikse verlot verskuldig geword het, watter een ook al die jongste is.

(b) In die geval van alle werknemers behalwe dié vir wie lone van £3 of minder per week in hierdie Ooreenkoms voorgeskryf word, is onderstaande verdere bepalings van toepassing:—

(i) 'n Bedrag gely aan dié waartoe die werknemer geregtig is, moet deur die werkgewer aan die sekretaris van die streeksraad in wie se gebied hy besigheid doen, gestuur word onmiddellik na beëindiging van die werknemer se diens;

(ii) wanneer 'n werkgewer 'n betaling doen kragtens die bepalings van paragraaf (i) hiervan, moet hy 'n verlofbetalingsorder in drievoud uitmaak in die vorm soos voorgeskryf in Aanhangsel C van hierdie Ooreenkoms, en een kopie aan die sekretaris van die betrokke streeksraad stuur, een kopie aan die betrokke werknemer oorhandig, en een kopie self hou;

(iii) geen werknemer mag sy verlofkrediet in konant van sy werkgewer aanneem nie. Die werkgewer moet by diensaanvaarding by 'n ander werkgewer die kopie van die hieringenoemde verlofbetalingsorder aan daardie werkgewer oorhandig en dié werkgewer moet reëlens tref vir die toestaan van sy jaarlikse verlot aan die werknemer by beëindiging van die getal skofte of by beëindiging van die vereiste dienstyd wat hom in aanmerking sou laat kom het vir jaarlikse verlot ingevolge subklousule (1) hiervan asof hy vir dieselfde werkgewer gewerk het;

(iv) wanneer 'n werknemer se verlot, verskuldig ingevolge die bepalings van voorgaande paragraaf, toegestaan is, moet sy werkgewer die bedrag van die verlofbetaling wat dan aan hom verskuldig is en bereken is volgens die bepalings van subklousule (2) (a) hiervan, aan hom betaal en die werknemer moet 'n week vooruit by die betrokke streeksraad aansoek doen om die bedrag wat ingevolge paragraaf (i) hiervan aan die Raad betaal is, en die bedrag moet deur voornoemde streeksraad betaal word by voorlegging van sy getekende kopie van die verlofbetalingsorder waarna in paragraaf (ii) hiervan verwys word;

(v) die sekretaris van die streeksrade moet alle bedrae wat vir vakansieverlofbetaling ontvang is, op 'n spesiale rekening plaas waarop die streeksrade trek en moet die bedrag wat ten opsigte van 'n werknemer ontvang is, aan die werknemer betaal wanneer hy vir die betaling in aanmerking kom. As die werknemer die nywerheid verlaat, moet die bedrag aan hom betaal word na afloop van 52 weke gereken van die datum waarop verlofbetaling begin ooploop het, of vroeër, na goeddunke van die betrokke streeksraad;

(vi) verlofbetaling in besit van streeksrade en nie na drie jaar van die datum van die laaste deposito opgeëis nie, word aan die Raad verbeur;

(vii) die administrasiekoste van die spesiale rekening genoem in paragraaf (v) hiervan, moet deur streeksrade gedra word wat na goeddunke enigeen van die beskikbare fondse by 'n goedgekeurde bank- en/of bougenootskap kan belê, en rente wat uit sodanige belegging ooploop moet deur streeksrade gehou word ter bestryding van die administrasiekoste van voornoemde spesiale rekening.

(c) In die geval van werknemers vir wie lone van £3 per week of minder in hierdie Ooreenkoms voorgeskryf word, moet die bedrag wat aan hulle verskuldig is kragtens subklousule (2) (a) hiervan regstreeks aan hulle deur die werkgewers betaal word en geen van die bepalings van paragraaf (b) van hierdie subklousule is op sulke werknemers van toepassing nie.

(3) Where an employee deserts his employment, he shall in respect of such employment, forfeit leave privileges or an amount of leave pay accrued in terms of sub-clause (2) hereof, to the extent to which it may be necessary in order to give effect to the provisions of clause 36 (2) and (3) of this Agreement, and as much of the amount paid to a Regional Council in terms of sub-clause (2) (b) hereof as may be necessary to meet the forfeiture, shall be refunded by such Regional Council to the employer concerned; provided that application for such refund is made to the Regional Council by the employer within seven days of the desertion.

(4) Should an employee die or in the course of his work be incapacitated from continuing at his occupation, the amount which has accrued in terms of sub-clause (2) hereof, shall be payable to his estate, or to himself, as the case may be.

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

(6) No employee shall engage in his normal occupation during the period of his leave.

(7) For the purpose of this clause the expression "employment" shall be deemed to include any of the periods enumerated below and the expression "full shifts" shall be deemed to include shifts which the employee concerned normally would have worked but did not work during any period he—

- (a) is on leave in terms of sub-clause (1) hereof;
- (b) in required to undergo training under the South Africa Defence Act, 1912;
- (c) is absent from work on the instruction or at the request of the employer;
- (d) is absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any year;

and shifts lost as a result of absences due to (b), (c) and (d) hereof shall, for the purposes of leave qualifications, be regarded as shifts actually worked.

(8) For purposes of this clause, "remuneration" shall mean the prescribed basic or actual wage (whichever is the greater), plus any weekly or monthly bonus which forms part of the normal weekly or monthly remuneration and, except in the case of journeymen, cost of living allowance.

(9) Except as elsewhere provided 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) Employees in Regions NC, NL and OFS, other than apprentices and employees referred to in clause 25 (E) (i), for whom wages of £3 or less per week are prescribed in this Agreement, shall be entitled to and granted two consecutive weeks leave at their normal rate of remuneration, which leave shall include three week-ends in the case of employees proceeding on leave as from a week end, and two week-ends in all other cases and the remaining provisions of sub-clause (1) hereof shall apply.

15. PAYMENT FOR PUBLIC HOLIDAYS.

(1) Where Good Friday, Day of the Covenant, Christmas Day, Boxing Day or New Year's Day falls within an employee's ordinary working week and the employee does not work on such day, his employer shall pay him in respect thereof, remuneration at a rate not less than he normally receives for his ordinary working hours for that day of the week.

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

(3) If an employer wishes to close his establishment on any statutory public holiday other than those referred to in sub-clause (1) of this clause, he shall—

- (a) pay the employees referred to in sub-clause 14 (2) (c) of this Agreement, apprentices and office, stores, sales and clerical employees the remuneration they would have received if they had worked on such day;
- (b) if he had displayed not later than noon on the day prior to such public holiday in a place readily accessible to his employees, a notice stating the period during which employees other than those referred to in sub-clause (3) (a) of this clause will not be required to work, he shall pay—
 - (i) journeymen not less than 10s. 6d. for such day;
 - (ii) all other employees not elsewhere referred to in this clause, not less than one-fifth of the prescribed weekly cost of living allowance.

(4) If the employer closes his establishment without displaying a notice in terms of sub-clause (3) (b) of this clause, he shall pay all his employees not less than the remuneration they would have received if they had worked their ordinary hours on that day of the week.

(5) Notwithstanding anything to the contrary in this clause any employee for whom wages are prescribed in clause 25 (E) shall be granted leave on full pay on all statutory public holidays.

(3) As 'n werknemer sy diens verlaat, verbeur hy ten opsigte van hierdie diens, verlofvoorregte of 'n bedrag aan verlofbetaling wat ingevolge subklousule (2) hiervan opgeloopt het in dié mate waarin dit nodig is ten einde aan die bepalings van klousule 36 (2) en (3) van hierdie Ooreenkoms te voldoen, en soveel van die bedrag wat ingevolge subklousule (2) (b) hiervan aan 'n streeksraad betaal is, as wat nodig is om die verbeuring te dek, moet deur die streeksraad aan die betrokke werkgewer terugbetaal word, met dien verstande dat aansoek om terugbetaling deur die werkgewer by die streeksraad binne sewe dae na die diensverlating gedoen word.

(4) Ingeval 'n werknemer sterf of in die loop van sy werk ongeskik vir diens word, is die bedrag wat ingevolge subklousule (2) hiervan opgeloopt het, betaalbaar aan sy boedel of aan homself, al na die geval.

(5) Jaarlikse verlof mag nie saamval met 'n tydperk waarin 'n werknemer opleiding kragtens die Zuid-Afrika Verdedigings Wet, 1912, moet ondergaan nie, nóg met 'n tydperk van diensopsegging.

(6) Geen werknemer mag sy gewone werk gedurende sy verloftyd uitoefen nie.

(7) Vir die doeleindes van hierdie artikel sluit die uitdrukking „diens" enige tydperk of tydperke in wat hieronder genoem word, en die uitdrukking „volle skofte" sluit skofte in wat die betrokke werknemer gewoonweg sou gewerk het maar nie gewerk het nie gedurende 'n tyd wat hy—

- (a) ingevolge subartikel (1) hiervan met verlof was;
- (b) opleiding kragtens die Zuid-Afrika Verdedigings Wet, 1912, moes ondergaan;
- (c) op las of op versoek van sy werkgewer afwesig was;
- (d) van die werk afwesig was weens siekte of ongeval wat in 'n jaar 'n totaal van hoogstens 30 dae bedra;

en vir die doeleindes van verlofbepaling word skofte wat verloor word as gevolg van afwesigheid onder (b), (c) en (d) hiervan as skofte beskou wat werklik gewerk is.

(8) Vir die toepassing van hierdie klousule beteken besoldiging die voorgeskrewe basiese of werklike loon (watter ookal die grootste is), plus enige wekelikse of maandelikse bonus wat deel uitmaak van die gewone wekelikse of maandelikse verdienste en behalwe in die geval van vakmanne, lewenskostoelae.

(9) Behalwe soos elders in hierdie ooreenkoms bepaal mag geen aftrekkings van verlofbetaling gemaak word omrede van geld wat aan die werkgewer verskuldig is nie.

(10) Werknemers in streke NK, NL en OVS, behalwe vakleerlinge en werknemers genoem in klousule 25 (E) (i), vir wie lone van £3 of minder per week in hierdie Ooreenkoms voorgeskryf word, het reg op en moet twee agtereenvolgende weke verlof teen hul gewone skaal van besoldiging toegestaan word en die verlof moet drie naweke insluit in die geval van werknemers wat met ingang van 'n naweek met verlof gaan en twee naweke in alle ander gevalle en is die vorige bepalings van subklousule (1) hiervan van toepassing.

15. BETALING VIR OPENBARE VAKANSIEDAE.

(1) Ingeval Goeie-Vrydag, Gelofte-dag, Kersdag, Tweede Kersdag of Nuwejaarsdag binne 'n werknemer se gewone werkswaak val en die werknemer nie op so 'n dag werk nie, moet sy werkgewer hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens wat hy gewoonlik vir sy gewone werkure vir daardie dag van die week ontvang.

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

(3) As 'n werkgewer sy inrigting op enigen van die openbare vakansiedae wil sluit, behalwe die genoem in subklousule (1) van hierdie klousule, moet hy—

- (a) die werknemers genoem in subklousule 14 (2) (c) van hierdie Ooreenkoms, vakleerlinge en kantoor-, magasyn-, verkoops- en klerklike werknemers die besoldiging betaal wat hulle sou ontvang het as hulle op so 'n dag gewerk het;
- (b) as hy op of voor middag op die dag voor so 'n openbare vakansiedag op 'n plek wat maklik vir sy werknemers toeganklik is, 'n kennisgewing veroon het waarop die tyd genoem word waarin werknemers, behalwe dié genoem in subklousule (3) (a) van hierdie klousule, nie verplig sal word om te werk nie, moet hy soos volg betaal:—
 - (i) Vakmanne minstens 10s. 6d. vir so 'n dag.
 - (ii) Alle ander werknemers nie elders in hierdie klousule genoem nie, minstens een-vyfde van die voorgeskrewe wekelikse lewenskostoelae.

(4) As die werkgewer sy inrigting sluit sonder om 'n kennisgewing ingevolge subklousule (3) (b) van hierdie klousule te vertoon, moet hy al sy werknemers minstens die besoldiging betaal wat hulle sou ontvang het as hulle hulle gewone ure op daardie dag van die week gewerk het.

(5) Nieteenstaande enigiets wat in hierdie klousule voorkom, moet verlof met volle betaling op statutêre openbare vakansiedae toegestaan word aan alle werknemers vir die lone in klousule 25 (E) voorgeskryf word.

16. SICK LEAVE.

(1) A person who, in terms of the definition of "employee" in the Act, is regarded as a non-employee, is absent from work through sickness or accident not caused by his own misconduct or neglect, and not compensable under the Workmen's Compensation Act, 1941, and who is not entitled to any benefits under any sick fund scheme conducted by the Council or any Regional Council, shall be entitled to sick leave on full pay from his employer for a period not exceeding 6 working days in the case of regions EP and TVL and 12 working days in the case of all other regions, during any period of 52 consecutive weeks of employment with the same employer.

(2) No such person shall qualify for paid sick leave during the first 2 months of his employment with any one employer and for the purpose of this clause, no period of employment prior to the date of publication of this Agreement need be taken into consideration.

(3) Paid sick leave shall not be claimable in respect of the first three consecutive working days of absence from work and paid sick leave shall not be accumulative.

(4) Before effecting any payment in terms of this clause, an employer may require any person who qualified for paid sick leave in terms hereof to produce a medical certificate or other satisfactory evidence of illness.

17. TRADING HOURS.

(1) Subject to the provisions of clause 31, no employer shall open or keep or permit to be open any establishment or that portion thereof in which is conducted any of the activities specified in paragraphs (a), (b) and (d) of the main definition of "Motor Industry" in this Agreement—

- (a) earlier than 6 a.m. or later than 6 p.m. on Mondays to Fridays, both days inclusive;
- (b) earlier than 6 a.m. or later than 12 noon on Saturdays;
- (c) on any Sunday;

Nor shall he, except in the case of emergency, conduct or permit to be conducted any of the said activities during the periods of prohibition created in this sub-clause.

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

- (a) on any Sunday or public holiday;
- (b) earlier than 8 a.m. on any day;
- (c) later than 6 p.m. on Mondays to Fridays, inclusive;
- (d) later than 1 p.m. on Saturdays;

provided that this sub-clause shall not be deemed to prevent the sale of petrol, oil, tyres, tubes or such accessories or parts as are required in the case of emergency or breakdown to replace defective equipment necessary to enable a motorist to proceed.

(3) The provisions of sub-clause (1) shall apply to the business conducted by filling and/or service stations in the Municipal areas of Port Elizabeth and Walmer in Region EP unless the written approval of the Eastern Province Regional Council is obtained to any variation thereof, which approval shall be granted at the discretion of the said Regional Council in such manner as to cater fully for the reasonable requirements and convenience of the public.

18. TRAVELLING ALLOWANCES.

(1) An employee other than a traveller or service supply salesman who—

(a) is required to work away from the establishment where he is ordinarily employed shall be paid—

(i) whilst travelling as a passenger, at ordinary rates of wages, not exceeding, however, one day's pay in respect of every period of 24 consecutive hours travelling time;

(ii) whilst on the job or whilst travelling in a vehicle which he is required to drive, at ordinary rates of wages for any portion of the work and/or driving which is done during the normal hours of the establishment in which he is employed, and at overtime rates as laid down in clause 30 of this Agreement for any portion of the work and/or driving which is done outside of such normal hours;

16. SIEKTEVERLOF.

(1) Iemand wat kragtens die woordbepaling van „werknemer” in die Wet as ’n nie-werknemer beskou word, van werk afwesig is as gevolg van siekte of ongeval wat nie aan sy eie wangedrag of versuim toe te skryf is nie en nie vir vergoeding kragtens die Ongevalwet, 1941, in aanmerking kom nie en wat nie reg het op bystand kragtens enige siekefondsskema onder beheer van die Raad of ’n streeksraad nie, het reg op siekteverlof met volle betaling van sy werkgever vir ’n tydperk van hoogstens ses werkdade in die geval van gebiede OP en TVL en 12 werkdade in die geval van alle ander gebiede gedurende enige tydperk van 52 agtereenvolgende weke diens by dieselfde werkgever.

(2) So ’n persoon mag nie vir betaalde siekteverlof gedurende die eerste twee maande diens by ’n werkgever in aanmerking kom nie en vir die toepassing van hierdie klousule is dit nie nodig om ’n tydperk van diens voor die datum van bekendmaking van hierdie Ooreenkoms in ag te neem nie.

(3) Betaalde siekteverlof mag nie geëis word ten opsigte van die eerste drie agtereenvolgende werkdade afwesigheid van werk, en betaalde siekteverlof mag nie oploop nie.

(4) Voordat betaling kragtens hierdie klousule gedoen word, kan ’n werkgever van ’n persoon wat ingevolge hiervan vir betaalde siekteverlof in aanmerking gekom het, vereis om ’n doktersertifikaat of ander bevredigende bewys van siekte aan hom voor te lê.

17. BESIGHEIDSURE.

(1) Onderworpe aan die bepalings van klousule 31 mag geen werkgever ’n inrigting op daardie gedeelte waarin hy enigeen van die werksaamhede verrig wat genoem word in paragrawe (a), (b) en (d) van die hoofwoordbepaling van „motornywerheid” in hierdie Ooreenkoms verrig word, soos volg oopmaak of toelaat dat dit oopgemaak word nie—

- (a) voor 6 vm. of na 6 nm. op Maandae tot Vrydae, albei dae inbegrepe;
- (b) voor 6 vm. of na 12 nm. op Saterdag;
- (c) op Sondag;

ook mag hy nie, behalwe in geval van nood, enigeen van genoemde werksaamhede bedurende die verbodstydperke in hierdie subklousule geskep, verrig of laat verrig nie.

(2) Geen werkgever mag ’n motorverkooplokaal en/of -vertoonkamer, toebehorewinkel of motorslooplek, of kantoor aan enigeen hiervan verbonde, oopmaak of toelaat dat dit oopgemaak word, en geen werknemer mag goedere of handelsware in of op of uit ’n verkooplokaal of vertoonkamer, toebehorewinkel of motorslooplek of kantoor aan enigeen hiervan verbonde soos volg verkoop of verskaf nie:—

- (a) Op ’n Sondag of openbare vakansiedag;
- (b) voor 8 vm. op ’n dag;
- (c) na 6 nm. op Maandae tot en met Vrydae;
- (d) na 1 nm. op Saterdag;

met dien verstande dat hierdie subklousule nie beskou moet word as een wat die verkoop van petrol, olie, buitebande, binnebande of sulke toebehoere of onderdele verbied wat nodig is in noodgevalle of met die breek van motors met die doel om defekte uitrusting te vervang wat nodig is om ’n motoris toe te laat om sy reis te hervat nie.

(3) Die bepalings van subklousule (1) is van toepassing op die besigheid gedryf deur vulstasies en/of diensstasies in die Munisipale gebied van Port Elizabeth en Walmer in gebied OP tensy die skriftelike goedkeuring van die streeksraad van die Oostelike Provinsie verkry word om enige wysigings daarvan aan te bring, en die goedkeuring moet na goeddunke van genoemde streeksraad op so ’n manier toegestaan word dat dit te volle aan die redelike vereistes en gerief van die publiek sal voldoen.

18. REISTOELAES.

(1) ’n Werknemer, behalwe ’n reisiger of diensverkoper, wat—

(a) verplig is om weg van die inrigting te werk waar hy gewoonlik in diens is, moet betaal word—

(i) terwyl hy as passasier reis, teen gewone loonskale van hoogstens, egter, een dag se betaling ten opsigte van elke tydperk van 24 agtereenvolgende ure wat hy reis;

(ii) terwyl hy op die werk is of terwyl hy in ’n voertuig reis wat hy verplig is om te bestuur, teen die gewone loonskaal vir enige gedeelte van die werk en/of die bestuurtyd wat plaasvind gedurende die gewone ure van die inrigting waarin hy in diens is, en teen oortydskale soos bepaal in klousule 30 van hierdie Ooreenkoms vir enige gedeelte van die werk en/of die bestuurtyd wat buite hierdie gewone ure plaasvind;

- (iii) second class return fare if he travels by train and a refund of the cost of his meals and bed on the train;
 - (iv) a refund of board and lodging when on the job or travelling to and from the job;
 - (v) not less than 2s. 6d. per night in the case of employees referred to in clause 14 (2) (c) or 5s. in the case of any other employee for such nights as he is prevented by his work from returning to his home;
- (b) travels in any manner other than by train, the employer shall either provide the mode of transport or make arrangements for it.

(2) A traveller or service supply salesman who—

- (a) on any journey undertaken in the performance of his duties, is absent from his place of resident and his employer's establishment for any period in excess of six consecutive hours, shall be—
 - (i) re-imbursed by his employer all expenses reasonably incurred by him for the provision of any meals and teas for him during each such period of absence not extending over a night;
 - (ii) paid by his employer a subsistence allowance of not less than twenty-two shillings and six pennies for each night where such period of absence extends over one or more nights;

Provided that for the purposes of this paragraph the expression "night" means the period between 11 o'clock p.m. and 4 o'clock a.m.;

- (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 re-imbursed by his employer all the 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 of not less than seven- and a half pennies for each mile travelled in such vehicle in the performance of his duties;

(3) Any allowances and expenses payable to a traveller or service supply salesman in terms of sub-clause (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 any 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.

19. OVERALL ALLOWANCE.

(1) (a) In Region EP every employer shall—

- (i) in respect of each of his employees for whom wages are prescribed in clause 25 (A), supply free of charge two boilermakers' overalls or washing coats per year;
- (ii) be responsible for the washing or cleaning of garments issued in terms of the preceding paragraph, or shall pay to each of his employees to whom garments are issued, a washing allowance of 1s. 6d. per week in Area A (EP) and 1s. per week in Area B (EP).

(b) In Regions NC, NL, OFS and TVL every employer shall, in respect of each of his journeymen and apprentices, either—

- (i) supply free of charge to each such journeyman and apprentice, two boilermaker's overalls or washing coats per year; or
- (ii) at the option of the employer concerned, and in lieu thereof, pay to each such journeyman and apprentice, an overall allowance at the rate of:—

In Region NL: 4s. per week;

In Regions NC, OFS and TVL: 1s. 6d. per week.

(2) Every employer other than in Region EP who requires any employee, other than a journeyman or an apprentice, to wear a uniform, overall, dust coat or apron, shall provide two such garments free of charge per annum.

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

(4) Should any employee who is entitled to payment of an allowance in terms of this clause work for less than 3 full days or 25½ hours, whichever is the lesser, in any one week, he shall not be entitled to any overall allowance.

(5) Any garment supplied in terms of this clause, shall remain the property of the employer.

- (iii) 'n tweedeklas-retoerkaartjie as hy per trein reis en terugbetaling van die prys van sy etes en bed op die trein;
 - (iv) terugbetaling van losies en inwoning wanneer hy op die werk is of na en van die werk reis;
 - (v) minstens 2s. 6d. per nag in die geval van werknemers genoem in klousule 14 (2) (c) of 5s. in die geval van enige ander werknemer vir alle nagte waarin hy deur sy werk verhinder word om terug te gaan huis toe;
- (b) op enige ander manier as per trein reis, moet die werkgewer of die vervoermiddel verskaf of reëling daarvoor tref.

(2) 'n Reisiger of diensverkoper wat—

- (a) op enige reis wat ter uitvoering van sy pligte onderneem word, van sy woonplek en sy werkgewer se inrigting vir langer as ses agtereenvolgende ure afwesig is, moet—
 - (i) deur sy werkgewer vergoed word vir alle uitgawes wat redelikerwys deur hom aangegaan word vir die verkryging van etes en ligte etes gedurende elke afwesigheid wat nie oor 'n nag strek nie;
 - (ii) deur sy werkgewer 'n onderhoudstoelae betaal word van minstens 22s. 6d. vir elke nag as die afwesigheid oor een of meer nagte strek;

Met dien verstande dat die uitdrukking „nag” vir die toepassing van hierdie paragraaf die tydperk tussen 11 nm. en 4 vm. beteken;

- (b) sy werkgewer se motorvoertuig gebruik of wat verplig is om per trein of enige ander behalwe sy eie vervoermiddel te reis, moet deur sy werkgewer vergoed word vir alle redelike vervoerkoste deur hom in die uitvoering van sy pligte aangegaan, en vir die toepassing van hierdie paragraaf word dit beskou dat die bewaring van 'n motorvoertuig snags in 'n garage 'n vervoerkoste uitmaak;
- (c) verplig is of toegelaat word om 'n motorvoertuig ter uitvoering van sy pligte te verskaf, moet deur sy werkgewer 'n insluitende vervoerkoste betaal word van minstens 7½d. vir elke myl in so 'n voertuig gereis ten uitvoering van sy pligte.

(3) Alle toelae en uitgawes wat kragtens subklousule (2) aan 'n reisiger of diensverkoper betaalbaar is, moet deur sy werkgewer binne 7 dae van die werknemer se skriftelike eis daarom betaal word, met dien verstande dat die werknemer nie meer as een eis om sulke toelae en uitgawes in een week mag indien nie; ook moet hy nie eise by tussenpose van langer as een maand indien nie.

(4) Die bepalings van hierdie klousule is nie van toepassing op reisende werksinkels nie, met dien verstande dat beddegoed en kookgereedskap deur die werkgewer verskaf word.

19. ALGEMENE TOELAE.

(1) (a) In streek OP moet elke werkgewer—

- (i) ten opsigte van elkeen van sy werknemers vir wie lone in klousule 25 (A) voorgeskryf word, twee ketelmakerspakke of waspakke per jaar kosteloos verskaf;
- (ii) verantwoordelik wees vir die skoonmaak van klere wat kragtens voorgaande paragraaf uitgereik word, of hy moet aan elkeen van sy werknemers aan wie klere uitgereik word, 'n wastoelae van 1s. 6d. per week in gebied A (OP) en 1s. per week in gebied B (OP) betaal.

(b) In streke NK, NL, OVS en TVL moet elke werkgewer ten opsigte van elkeen van sy vakmanne en vakleerlinge of—

- (i) kosteloos aan elke vakman en vakleerling twee ketelmakerspakke of waspakke per jaar uitreik; of
- (ii) soos die betrokke werkgewer verkies, en in plaas daarvan, aan elke vakman en vakleerling 'n algemene toelae soos volg betaal:—

In streek NL, 4s. per week;

In streke NK, OVS en TVL, 1s 6d. per week.

(2) Elke werkgewer behalwe in streek OP wat van 'n werknemer, behalwe 'n vakman of 'n vakleerling, vereis om 'n uniform, oorpak, stofjas of voorskoot te dra, moet twee van dié soort klere kosteloos per jaar verskaf.

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

(4) As 'n werknemer wat reg het op betaling van toelae kragtens hierdie klousule, minder as drie volle dae of 25½ uur, watter ook al die minste is, in een week werk, het hy nie reg op 'n algemene toelae nie.

(5) Alle klere wat kragtens hierdie klousule uitgereik word, bly die eiendom van die werkgewer.

20. COST OF LIVING ALLOWANCE.

(1) (a) The wage prescribed for journeymen in clause 25 (A) of this Agreement includes any cost of living allowance payable in accordance with the provision of War Measure No. 43 of 1942, as amended from time to time, provided that—

- (i) for each completed 5 points rise in the index number above 1815, such wage shall be increased by 7d. per week;
- (ii) for each completed 5 points fall in the index number below 1820 or such higher point as it may at any time reach, the wage paid may be reduced by 7d. per week, but shall not be reduced below the prescribed wage unless the index number falls to 1595 when the wage may be reduced by 7d. per week and thereafter, by a further 7d. per week for each subsequent completed 5 points fall in the index number, provided however, that the wage shall not at any time be reduced below £8. 10s. in any A Area or £7. 10s. in any B Area;
- (iii) where, subject to the proviso hereto, after falling 5 or more points below 1600, the index number again rises, the wage shall be increased by 7d. per week for each completed 5 points of such rise until the index number reaches 1600 when a wage not less than that prescribed in clause 25 (A) of this Agreement shall be paid until such time as the index number rises above 1815, provided that, if the index number had fallen below 1175 in the case of Area A (NC) or 1260 in the case of Area B (NC) or 1090 in the case of all other areas, the wage for the respective areas need only be increased after the index number has risen by 5 complete points above the three last-mentioned index numbers for the said areas.

(b) Any adjustment necessary in terms of paragraph (a) hereof shall be made with effect from the day after the pay-day nearest to the 16th of the month following publication in the *Government Gazette* of the official monthly statistics which reflect the change in the index number.

(c) "Index number" shall mean the weighted average index relating to food, fuel, light, rent and sundries for the nine principal urban areas in the Union of South Africa as assessed by the Director of Census and Statistics on the 1938 basis of 1000 points and published in the *Government Gazette*, due regard being had to the fact that the 1938 basis of calculation has been altered from 1000 to 100.

(2) All employees, other than journeyman shall in addition to the wages and remuneration payable in terms of this Agreement, or any contract of apprenticeship, be paid in respect of every month, week or day, or part of month, week or day, as the case may be, a cost of living allowance in accordance with the provisions of War Measure No. 43 of 1942, as amended from time to time.

(3) Subject to the provisions of clause 15 (3) of this Agreement, the cost of living allowance payable to an employee or the prescribed wage payable to journeymen in respect of any week or month, may be reduced pro rata according to any period of absence from work without the employers' permission, unless such absence is due to a disablement or illness falling within the provisions of the Workmen's Compensation Act, in which event no reduction shall be made from employees other than journeymen in respect of the first week of such absence and in respect of journeymen, a reduction of not more than 70 per cent of the prescribed wage in respect of the first week of such absence provided that no employee other than a journeyman shall be paid less than the cost of living allowance for a day if he has worked on that day, irrespective of the time worked.

(4) Any employer who is required to pay the allowance in respect of any period of absence due to illness, may require the employee to produce a medical certificate in respect of such absence before payment is made.

(5) No employer shall by reason of the introduction of this Agreement, cause or permit the remuneration of any employee who is in receipt of wages higher than those prescribed in this Agreement to be reduced or dismiss any such employee and re-employ him at a reduced remuneration, or require or permit any employee to pay or repay him the whole or any portion of any cost of living allowance payable under this clause, nor shall he do any act or cause or permit any act to be done, as a direct or indirect cause or permit any act to be done as a direct or indirect result of which any employee is deprived of the benefit or any portion of the benefit of any such allowance.

21. SUPPLY OF TOOLS.

(1) No employee shall be required as part of his contract of employment to use his own bicycle.

(2) Where an employee agrees to provide his own bicycle for use in his work, the employer shall pay the employee concerned not less than three shillings and sixpence per week in addition to his weekly remuneration whether the period during which the bicycle was used is a full week or only a portion thereof.

20. LEWENSKOSTETOELAES.

(1) (a) Die loon wat vir vakmanne in klousule 25 (A) van hierdie Ooreenkoms voorgeskryf word, sluit an alle lewenskostetoelaes wat ingevolge die bepaling van Oorlogsmaatreël No. 43 van 1944, soos van tyd tot tyd gewysig, betaalbaar is, met dien verstande dat—

- (i) die loon met 7d. per week verhoog moet word vir elke vyf volle punte wat die indeks-syfer bokant 1815 styg;
- (ii) die loon wat betaal word met 7d. per week verminder mag word vir elke vyf volle punte wat die indeks-syfer onderkant 1820 daal of 'n hoër kerf wat d.t. te engertyd kan bereik, maar dit mag nie tot onder die voorgeskrewe loon verminder word nie tensy die indeks-syfer tot 1595 daal wanneer die loon met 7d. per week verminder mag word en daarna met 'n verdere 7d. per week vir elke daaropvolgende daling van 5 volle punte in die indeks-syfer, met dien verstande egter dat die loon-noot in 'n A-gebied onder £8. 10s. of £7. 10s. in 'n B-gebied mag daal nie;
- (iii) ingeval die indeks-syfer weer styg nadat dit 5 punte of meer tot onderkant 1600 gedaal het, moet die loon, onderworpe aan die voorbehoud hierby, met 7d. per week verhoog word vir elke vyf volle punte van die styging totdat die indeks-syfer 1600 bereik wanneer 'n loon van minstens dié wat in klousule 25 (A) van hierdie Ooreenkoms voorgeskryf word, betaal word totdat die indeks-syfer oor 1815 styg, met dien verstande dat, as die indeks-syfer onderkant 1175 gedaal het in die geval van gebied A (NK) of 1260 in die geval van gebied B (NK) of 1090 in die geval van alle ander gebiede, dit slegs nodig is om die loon vir die betrokke gebiede te verhoog nadat die indeks-syfer met vyf volle punte bokant die laasgenoemde 3 indeks-syfers vir die genoemde gebiede gestyg het.

(b) Alle aanpassings wat ingevolge paragraaf (a) hiervan nodig is, moet in die geval van werknemers wies se weeklikse loonskale in hierdie Ooreenkoms voorgeskryf is, van krag wees van die dag na betaaldag naaste aan die 16de van die maand wat volg op die publikasie in die *Staatskoerant* van die amptelike maandelikse statistieke wat die verandering van die indeks-syfer aantoon.

(c) „Indeks-syfer” beteken die beswaarde gemiddelde indeks betreffende voedsel, brandstof, ligte, huur en diverse vir die nege vernaamste stedelike gebiede in die Unie van Suid-Afrika soos bereken deur die Direkteur van Sensus en Statistiek op die 1938-grondslag van 1000 punte en in die *Staatskoerant* bekendgemaak, met inagneming van die feit dat die grondslag van berekening vir 1938 van 1000 tot 100 verminder is.

(2) Benewens die lone en besoldiging kragtens hierdie Ooreenkoms of enige vakleerlingkontrak betaalbaar, moet alle werknemers, behalwe vakmanne, ten opsigte van elke maand, week of dag of gedeelte van 'n maand, week of dag, al na die geval, 'n lewenskostetoelae betaal word ooreenkomstig die bepalings van Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig.

(3) Onderworpe aan die bepalings van klousule 15 (3) van hierdie Ooreenkoms mag die lewenskostetoelae wat aan 'n werknemer betaalbaar is, of die voorgeskrewe loon wat ten opsigte van 'n week of maand aan vakmanne betaalbaar is, na verhouding verminder word volgens die tydperk van afwesigheid van werk sonder die werkgewer se toestemming, tensy die afwesigheid die gevolg is van 'n ongeval of siekte binne die bestek van die Ongevallewet, in welke geval geen vermindering van die werknemers behalwe vakmanne se lone ten opsigte van die eerste week van afwesigheid gemaak mag word nie en ten opsigte van vakmanne 'n vermindering van hoogstens 70 persent van die voorgeskrewe loon ten opsigte van die eerste week van die afwesigheid, met dien verstande dat geen werknemer behalwe 'n vakman minder as die lewenskostetoelae vir 'n dag betaal mag word as hy op daardie dag gewerk het nie, ongeag die tyd gewerk.

(4) 'n Werkgewer wat verplig is om die toelae ten opsigte van 'n tydperk van afwesigheid as gevolg van siekte te betaal, kan van die werknemer vereis om 'n doktersertifikaat ten opsigte van die afwesigheid in te dien voordat betaling gedoen word.

(5) Geen werkgewer mag op grond van hierdie Ooreenkoms oorsaak wees of toelaat dat die besoldiging van 'n werknemer wat 'n hoër loon ontvang as dié wat in hierdie Ooreenkoms voorgeskryf word, verminder word, of so 'n werknemer ontslaan en hom weer teen 'n laer loon in diens neem of 'n werknemer verplig of toelaat om aan hom die hele of gedeelte van 'n lewenskostetoelae wat kragtens hierdie klousule betaalbaar is, te betaal of terug te betaal nie; ook mag hy geen daad verrig of toelaat dat 'n daad verrig word as 'n regstreekse of onregstreekse gevolg waarvan 'n werknemer die voordeel of gedeelte van die voordeel van so 'n toelae ontleem word nie.

21. FIETSTOELAE.

(1) Van geen werknemer mag dit as deel van sy dienskontrak vereis word om sy eie fiets te gebruik nie.

(2) As 'n werknemer toestem om sy eie fiets in sy werk te gebruik, moet die werkgewer die betrokke werknemer minstens 3s. 6d. per week bo en behalwe sy weeklikse besoldiging betaal hetsy die tyd waarin die fiets gebruik is 'n volle week is of slegs 'n gedeelte daarvan.

22. 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, 8 inch files and over, mechanics' cradles, goggles for welders, rubber gloves and rubber aprons, trimmers' sewing machines, stud extractors, drills of over $\frac{3}{4}$ inch, reamers of all sizes, screwing tackles, stocks and dies and taps, blow lamps, all special spanners, hammers of 3 lb. and over, Stillson wrenches over 12 inches, wringing irons, large soldering irons, rivet sets, valve seat cutters, valve grinding compound, micrometers, hydrometers and electrical testing and faultfinding apparatus, blacksmiths' tools, and such other tools as are customarily supplied by employers.

(2) In the event of any employee who is engaged on repetition work requiring large quantities of drills or files or similar breakable tools, these shall be provided by the employer.

(3) (a) An employer shall pay to each of his journeymen who is required to supply his own tools and in Region NL to each of his apprentices, in addition to his normal remuneration, a weekly tool allowance at the rate of:—

In Region EP: 2s. 6d.;

In Region NC: 2s.;

In Region NL: 1s.;

In Regions OFS and TVL: 1s. 6d.;

(b) The tool allowance shall be paid at the same time as the employee's weekly wages are paid and save as provided in paragraph (e) hereof, no employer shall require or permit any employee to repay him the whole or any portion of any tool allowance, nor shall he do any act or cause or permit any act to be done as a direct or indirect result of which any employee is deprived of the benefit or of any portion of the benefit of such allowance.

(c) Every employer shall cause to be displayed in his establishment in a place readily accessible to his employees, a notice specifying a list as approved by the Regional Council concerned, of journeymen's tools to be provided owned and used by each journeyman in his employ and in the course of his work.

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

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

(f) Should any employee entitled to a tool allowance in terms of this clause work for less than 3 full days or 25½ hours, whichever is the lesser, in any one week, he shall not be entitled to any tool allowance.

23. OUT-WORK.

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

(2) No employee shall—

(a) solicit or take orders for or undertake work for gain or otherwise, in the motor industry, other than for his employer;

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

24. PIECE-WORK.

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

(2) 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 him and his employer, provided however, that no employee shall be paid less than the prescribed amount which he would have earned if he had been employed on a time-work basis for the period taken to perform the work concerned.

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

25. WAGES.

No employer shall pay to any employee, and no employee shall except in respect of any classes of work specified hereunder, wages lower than those stated against such classes in respect of each of the Areas indicated, namely:—

22. VERSKAFFING VAN GEREEDSKAP.

(1) Waar daar van ondergenoemde in 'n inrigting nodig is, moet die werkgewer dit kosteloos verskaf:—

Elektriese en/of lugdrukboormasjiene, banke en bank-skroewe, domkragte en bokke, slypstene, katrolle en/of hystoestelle of krane, ghriesspuite of ander smeetoestelle, verlengingsligte met hoogstens een gloeilamp per maand, poets- of sweetlappe, middels om vettige dele mee skoon te maak, lemme vir ystersae, vyle van 8 duim en langer, sleë vir werktuigkundiges, sweisbrille vir sweisers, rubberhand-skoene en -voorskote, naaimasjiene vir bekleërs, boutuithalers, bore van oor $\frac{3}{4}$ duim, ruimers van alle groottes, skroef-snygereedskap, blaaslampe, alle spesiale skroefhamers, hamers van 3 lb. en groter, Stillson-moersleutels van oor 12 duim, wringsters, grootsoldeerboute, klinknaelstelle, klepbeddingslypers, klepslyppasta, mikrometers, hidrometers, en toestelle wat gebruik word vir elektrotegniese toetse en die opsporing van defekte, grofsmidgereedskap en alle ander gereedskap wat gewoonlik deur werkgewers verskaf word.

(2) Ingeval 'n werknemer herhalingswerk doen waarvoor groot hoeveelhede bore of vyle of dergelike breekbare gereedskap nodig is, moet dit deur die werkgewer verskaf word.

(3) (a) Aan elkeen van sy vakmanne wat verplig is om sy eie gereedskap te verskaf, en in gebied NL van elkeen van sy vakleerlinge, moet 'n werkgewer benewens sy gewone besoldiging, 'n weeklikse gereedskaptolae soos volg betaal:—

In streek OP, 2s. 6d.;

In streek NK, 2s.;

In streek NL, 1s.;

In streke OVS en TVL, 1s. 6d.

(b) Die gereedskaptolae moet terselfdertyd as die vakman se weekloon betaal word en behalwe soos bepaal by paragraaf (e) hiervan, mag geen werkgewer van 'n vakman vereis of hom toelaat dat hy hom die hele of 'n gedeelte van 'n gereedskaptolae terugbetaal nie, ook mag hy geen daad doen of toelaat dat een gedoen word waarvan 'n direkte of indirekte gevolg sal wees dat die vakman die voordeel of 'n gedeelte van die voordeel van die tolade ontnem sal word nie.

(c) Elke werkgewer moet op 'n plek in sy inrigting wat maklik toeganklik vir sy werknemers is, 'n kennisgewing laat opplak wat deur die betrokke streeksraad goedgekeur is en wat 'n lys toon van vakmansgereedskap wat verskaf moet word en die eiendom moet wees van en gebruik word deur elke vakman in sy diens en in die loop van sy werk.

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

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

(f) Ingeval 'n werknemer wat reg het op 'n gereedskaptolae kragtens hierdie klousule, minder as drie volle dae of 25½ uur, watter ook al die minste is, in een week werk, het hy nie reg op 'n gereedskaptolae nie.

23. BUITEWERK.

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

(2) Geen werknemer mag—

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

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

24. STUKWERK.

(1) Stukwerk mag nie uitgegee of verrig word nie, tensy daartoe eers goedkeuring van die betrokke streeksraad verkry word.

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

(3) Onder geen omstandighede mag vakleerlinge op stukwerk in diens wees nie.

25. LONE.

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

	REGION E.P. Wages per Week.		REGION N.C. Wages per Week.		REGION N.L. Wages per Week.			REGION O.F.S. Wages per Week.		REGION TVL. Wages per Week.	
	AREAS.		AREAS.		AREAS.			AREAS.		AREAS.	
	A. (E.P.)	B. (E.P.)	A. (N.C.)	B. (N.C.)	A. (N.L.)	B. (N.L.)	C. (N.L.)	A. (O.F.S.)	B. (O.F.S.)	A. (TVL.)	B. (TVL.)
(A)—WORKSHOP EMPLOYEES.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Journeyman (in all establishments).....	11 10 0	10 10 0	11 0 0	9 10 0	11 10 0	10 10 0	10 10 0	11 10 0	10 10 0	11 10 0	10 10 0
Battery Mechanic—											
During first year of experience.....	3 13 0	3 13 0	3 13 0	3 13 0	2 10 0	2 10 0	2 10 0	3 13 0	3 13 0	3 13 0	3 13 0
During second year of experience.....	4 19 9	4 19 9	4 19 9	4 19 9	3 10 0	3 10 0	3 10 0	4 19 9	4 19 9	4 19 9	4 19 9
Thereafter.....	5 15 0	5 15 0	5 15 0	5 15 0	4 16 0	4 16 0	4 16 0	5 15 0	5 15 0	5 15 0	5 15 0
Body and Mechanic's Strippers—											
During first three months of experience.....	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0
Thereafter.....	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6
Cutter—											
During first year of experience.....	1 6 9	1 6 9	1 6 9	1 6 9	1 6 9	1 6 9	1 6 9	1 6 9	1 6 9	1 6 9	1 6 9
During second year of experience.....	2 4 0	2 4 0	2 4 0	2 4 0	2 4 0	2 4 0	2 4 0	2 4 0	2 4 0	2 4 0	2 4 0
During third year of experience.....	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6
Thereafter.....	7 9 6	7 9 6	7 9 6	7 9 6	7 9 6	7 9 6	7 9 6	7 9 6	7 9 6	7 9 6	7 9 6
New Motor Vehicle Assembler—											
During first three months of experience.....	4 12 0	4 0 6	4 12 0	4 0 6	3 0 0	3 0 0	3 0 0	4 12 0	4 0 6	4 12 0	4 0 6
During second three months of experience.....	5 3 6	4 12 0	5 3 6	4 12 0	3 0 0	3 0 0	3 0 0	5 3 6	4 12 0	5 3 6	4 12 0
During next six months of experience.....	5 3 6	4 12 0	5 3 6	4 12 0	4 0 0	4 0 0	4 0 0	5 3 6	4 12 0	5 3 6	4 12 0
Thereafter.....	5 3 6	4 12 0	5 3 6	4 12 0	5 0 0	5 0 0	5 0 0	5 3 6	4 12 0	5 3 6	4 12 0
Supervisor.....	11 10 0	10 10 0	11 0 0	9 10 0	6 0 0	5 0 0	5 0 0	5 15 0	5 15 0	5 15 0	5 15 0
Vulcaniser.....	*	*	*	*	*	*	*	*	*	*	*
Storekeepers and/or Timekeepers.....	†	†	†	†	†	†	†	†	†	†	†
Juveniles employed in trades designated under the Apprenticeship Act, during pre-apprenticeship period.....	†	†	†	†	†	†	†	†	†	†	†
Chopper Out—											
During first year of experience.....	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5
During second year of experience.....	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0
During third year of experience.....	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6
During fourth year of experience.....	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0
Thereafter.....	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6
Operative Grade A—											
During first three months of experience.....	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0
Thereafter.....	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6
Operative Grade B—											
During first three months of experience.....	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6
Thereafter.....	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0
Operative Grade C—											
During first three months of experience.....	4 12 0	4 12 0	4 12 0	4 12 0	4 12 0	4 12 0	4 12 0	4 12 0	4 12 0	4 12 0	4 12 0
Thereafter.....	5 5 5	5 5 5	5 5 5	5 5 5	5 5 5	5 5 5	5 5 5	5 5 5	5 5 5	5 5 5	5 5 5
Operatives, Grades E and G—											
During first three months of experience.....	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2
Thereafter.....	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0
Operative Grade L.....	2 2 2	1 14 6	1 11 4	1 5 10	1 13 10	1 6 10	1 6 10	1 19 10	1 4 4	1 19 10	1 4 4

* Wages as prescribed for male clerical employees in (E) hereof.

† Wages as prescribed for first year of apprenticeship for the trade concerned.

	STREEK O.P. (lone per week).		STREEK N.K. (lone per week).		STREEK N.L. (lone per week).			STREEK O.V.S. (lone per week).		STREEK TVL. (lone per week).	
	GEBIEDE.		GEBIEDE.		GEBIEDE.			GEBIEDE.		GEBIEDE.	
	A. (O.P.).	B. (O.P.).	A. (N.K.).	B. (N.K.).	A. (N.L.).	B. (N.L.).	C. (N.L.).	A. (O.V.S.).	B. (O.V.S.).	A. (TVL.).	B. (TVL.).
(A).—WERKSWINKELWERKNEMERS.											
Vakmanne (in alle inrigtings).....	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Batterywerktuigkundige—											
Gedurende eerste jaar ervaring.....	11 10 0	10 10 0	11 0 0	9 10 0	11 10 0	10 10 0	10 10 0	11 10 0	10 10 0	11 10 0	10 10 0
Gedurende tweede jaar ervaring.....	3 13 0	3 13 0	3 13 0	3 13 0	2 10 0	2 10 0	2 10 0	3 13 0	3 13 0	3 13 0	3 13 0
Daarna.....	4 19 9	4 19 9	4 19 9	4 19 9	3 10 0	3 10 0	3 10 0	4 19 9	4 19 9	4 19 9	4 19 9
Bak- en werktuigkundige se afstropers—	5 15 0	5 15 0	5 15 0	5 15 0	4 16 0	4 16 0	4 16 0	5 15 0	5 15 0	5 15 0	5 15 0
Gedurende eerste drie maande ervaring.....	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0
Daarna.....	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6
Snyer—											
Gedurende eerste jaar ervaring.....	1 6 9	1 6 9	1 6 9	1 6 9	1 6 9	1 6 9	1 6 9	1 6 9	1 6 9	1 6 9	1 6 9
Gedurende tweede jaar ervaring.....	2 4 0	2 4 0	2 4 0	2 4 0	2 4 0	2 4 0	2 4 0	2 4 0	2 4 0	2 4 0	2 4 0
Gedurende derde jaar ervaring.....	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6
Daarna.....	7 9 6	7 9 6	7 9 6	7 9 6	7 9 6	7 9 6	7 9 6	7 9 6	7 9 6	7 9 6	7 9 6
Monteur van nuwe motorvoertuie—											
Gedurende eerste drie maande ervaring.....	4 12 0	4 0 6	4 12 0	4 0 6	4 0 0	3 0 0	3 0 0	4 12 0	4 0 6	4 12 0	4 0 6
Gedurende tweede drie maande ervaring.....	5 3 6	4 12 0	5 3 6	4 12 0	3 0 0	3 0 0	3 0 0	5 3 6	4 12 0	5 3 6	4 12 0
Gedurende volgende ses maande ervaring.....	5 3 6	4 12 0	5 3 6	4 12 0	4 0 0	4 0 0	4 0 0	5 3 6	4 12 0	5 3 6	4 12 0
Daarna.....	5 3 6	4 12 0	5 3 6	4 12 0	5 0 0	5 0 0	5 0 0	5 3 6	4 12 0	5 3 6	4 12 0
Opsigter.....	11 10 0	10 10 0	11 0 0	9 10 0	6 0 0	5 0 0	5 0 0	5 15 0	5 15 0	5 15 0	5 15 0
Vulkaniseerder.....	*	*	*	*	*	*	*	*	*	*	*
Magasynmeesters en/of tydhouders.....	*	*	*	*	*	*	*	*	*	*	*
Jeugdiges in diens in bedrywe kragtens die Wet op Vakleerlinge gedurende die voorleertydperk.....	†	†	†	†	†	†	†	†	†	†	†
Uitkapper—											
Gedurende eerste jaar ervaring.....	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5
Gedurende tweede jaar ervaring.....	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0
Gedurende derde jaar ervaring.....	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6
Gedurende vierde jaar ervaring.....	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0
Daarna.....	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6
Werkman, graad A—											
Gedurende eerste drie maande ervaring.....	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0
Daarna.....	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6	4 0 6
Werkman, graad B—											
Gedurende eerste drie maande ervaring.....	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6
Daarna.....	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0
Werkman, graad C—											
Gedurende eerste drie maande ervaring.....	4 12 0	4 12 0	4 12 0	4 12 0	4 12 0	4 12 0	4 12 0	4 12 0	4 12 0	4 12 0	4 12 0
Daarna.....	5 5 5	5 5 5	5 5 5	5 5 5	5 5 5	5 5 5	5 5 5	5 5 5	5 5 5	5 5 5	5 5 5
Werkmanne, grade E en G—											
Gedurende eerste drie maande ervaring.....	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2
Daarna.....	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0
Werkman, graad L.....	2 2 2	1 14 6	1 11 4	1 5 10	1 13 10	1 6 10	1 6 10	1 19 10	1 4 4	1 19 10	1 4 4

* Lone soos voorgeskryf vir manlike klerklike werknemers in (E) hiervan.

† Lone soos voorgeskryf vir eerste leerjaar vir die betrokke bedryf.

	REGION E.P. Wages per Week.		REGION N.C. Wages per Week.		REGION N.L. Wages per Week.			REGION O.F.S. Wages per Week.		REGION TVL. Wages per Week.	
	AREAS.		AREAS.		AREAS.			AREAS.		AREAS.	
	A. (E.P.)	B. (E.P.)	A. (N.C.)	B. (N.C.)	A. (N.L.)	B. (N.L.)	C. (N.L.)	A. (O.F.S.)	B. (O.F.S.)	A. (TVL.)	B. (TVL.)
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Operative Grade M—											
During first three months of experience.....	1 18 4	1 18 4	1 18 4	1 18 4	1 18 4	1 18 4	1 18 4	1 18 4	1 18 4	1 18 4	1 18 4
Thereafter.....	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2
Seamstress Machinist—											
During first six months of experience.....	1 6 10	1 6 10	1 6 10	1 6 10	1 6 10	1 6 10	1 6 10	1 6 10	1 6 10	1 6 10	1 6 10
During second six months of experience.....	1 10 8	1 10 8	1 10 8	1 10 8	1 10 8	1 10 8	1 10 8	1 10 8	1 10 8	1 10 8	1 10 8
During third six months of experience.....	1 12 7	1 12 7	1 12 7	1 12 7	1 12 7	1 12 7	1 12 7	1 12 7	1 12 7	1 12 7	1 12 7
During fourth six months of experience.....	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5
Thereafter.....	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2
Service Supply Salesman, Qualified.....	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1
Service Supply Salesman, Unqualified—											
During first year of experience.....	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10
During second year of experience.....	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11
During third year of experience.....	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0
Vulcaniser's Operative.....	—	—	1 7 6	1 2 0	2 0 0	2 0 0	2 0 0	2 2 2	2 2 2	2 2 2	2 2 2
(C)—SERVICE ATTENDANTS AND LABOURERS.											
Service Attendants.....	2 17 6	2 6 0	2 1 9	1 3 6	2 2 0	2 2 0	1 15 0	2 1 9	1 3 6	2 1 9	1 3 6
Labourers—											
Irrespective of experience.....	1 18 4	1 10 8	1 7 6	1 2 0	1 10 0	—	—	1 16 0	1 0 6	1 16 0	1 0 6
During first six months of experience.....	—	—	—	—	—	0 17 6	0 16 0	—	—	—	—
During second six months of experience.....	—	—	—	—	—	1 0 0	0 18 0	—	—	—	—
Thereafter.....	—	—	—	—	—	1 3 0	1 1 0	—	—	—	—
Juvenile Labourers.....	1 3 0	0 19 2	0 18 4	0 15 0	1 3 0	0 15 0	0 14 0	1 0 0	0 15 0	1 0 0	0 15 0
Female Labourers—											
During first six months of experience.....	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 1 0	1 0 0
During second six months of experience.....	1 5 0	1 5 0	1 5 0	1 5 0	1 5 0	1 5 0	1 5 0	1 5 0	1 5 0	1 5 0	1 5 0
During third six months of experience.....	1 10 0	1 10 0	1 10 0	1 10 0	1 10 0	1 10 0	1 10 0	1 10 0	1 10 0	1 10 0	1 10 0
During fourth six months of experience.....	1 15 0	1 15 0	1 15 0	1 15 0	1 15 0	1 15 0	1 15 0	1 15 0	1 15 0	1 15 0	1 15 0
Thereafter.....	1 16 0	1 16 0	1 16 0	1 16 0	1 16 0	1 16 0	1 16 0	1 16 0	1 16 0	1 16 0	1 16 0
(D)—WATCHMEN.											
Watchmen.....	2 5 0	2 5 0	1 10 0	1 4 6	1 15 0	1 10 0	1 5 0	1 16 0	1 5 6	1 16 0	1 5 6
(E)—OFFICE, STORES, SALES AND CLERICAL EMPLOYEES.											
(i) Male Shop Assistant/Salesman and/or Clerical Employee, qualified.....	5 8 7	4 12 4	5 8 7	4 2 5	5 8 7	5 1 8	4 6 6	7 5 10	6 11 3	5 8 7	4 2 4

	STREEK O.P. (lone per week).		STREEK N.K. (lone per week).		STREEK N.L. (lone per week).			STREEK O.V.S. (lone per week).		STREEK TVL. (lone per week).	
	GEBIEDE.		GEBIEDE.		GEBIEDE.			GEBIEDE.		GEBIEDE.	
	A. (O.P.).	B. (O.P.).	A. (N.K.).	B. (N.K.).	A. (N.L.).	B. (N.L.).	C. (N.L.).	A. (O.V.S.).	B. (O.V.S.).	A. (TVL.).	B. (TVL.).
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Werkman, graad M—											
Gedurende eerste drie maande ervaring.....	1 18 4	1 18 4	1 18 4	1 18 4	1 18 4	1 18 4	1 18 4	1 18 4	1 18 4	1 18 4	1 18 4
Daarna.....	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2
Naaister-masjinijs—											
Gedurende eerste ses maande ervaring.....	1 6 10	1 6 10	1 6 10	1 6 10	1 6 10	1 6 10	1 6 10	1 6 10	1 6 10	1 6 10	1 6 10
Gedurende tweede ses maande ervaring.....	1 10 8	1 10 8	1 10 8	1 10 8	1 10 8	1 10 8	1 10 8	1 10 8	1 10 8	1 10 8	1 10 8
Gedurende derde ses maande ervaring.....	1 12 7	1 12 7	1 12 7	1 12 7	1 12 7	1 12 7	1 12 7	1 12 7	1 12 7	1 12 7	1 12 7
Gedurende vierde ses maande ervaring.....	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5	1 16 5
Daarna.....	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2
Diensverkoper, gekwalifiseer.....	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1
Diensverkoper, ongekwalifiseer—											
Gedurende eerste jaar ervaring.....	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10
Gedurende tweede jaar ervaring.....	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11
Gedurende derde jaar ervaring.....	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0
Vulkaniseerder se werkman.....	—	—	1 7 6	1 2 0	2 0 0	2 0 0	2 0 0	2 2 2	2 2 2	2 2 2	2 2 2
(C).—DIENSTOESIGHOUERS EN ARBEIDERS.											
Dienstoesighouers.....	2 17 6	2 6 0	2 1 9	1 3 6	2 2 0	2 2 0	1 15 0	2 1 9	1 3 6	2 1 9	1 3 6
Arbeiders—											
Afgesien van ervaring.....	1 18 4	1 10 8	1 7 6	1 2 0	1 10 0	—	—	1 16 0	1 0 6	1 16 0	1 0 6
Gedurende eerste ses maande ervaring.....	—	—	—	—	—	0 17 6	0 16 0	—	—	—	—
Gedurende tweede ses maande ervaring.....	—	—	—	—	—	1 0 0	0 18 0	—	—	—	—
Daarna.....	—	—	—	—	—	1 3 0	1 1 0	—	—	—	—
Jeugdige arbeiders.....	1 3 0	0 19 2	0 18 4	0 15 0	1 3 0	0 15 0	0 14 0	1 0 0	0 15 0	1 0 0	0 15 0
Vroulike arbeiders—											
Gedurende eerste ses maande ervaring.....	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0
Gedurende tweede ses maande ervaring.....	1 5 0	1 5 0	1 5 0	1 5 0	1 5 0	1 5 0	1 5 0	1 5 0	1 5 0	1 5 0	1 5 0
Gedurende derde ses maande ervaring.....	1 10 0	1 10 0	1 10 0	1 10 0	1 10 0	1 10 0	1 10 0	1 10 0	1 10 0	1 10 0	1 10 0
Gedurende vierde ses maande ervaring.....	1 15 0	1 15 0	1 15 0	1 15 0	1 15 0	1 15 0	1 15 0	1 15 0	1 15 0	1 15 0	1 15 0
Daarna.....	1 16 0	1 16 0	1 16 0	1 16 0	1 16 0	1 16 0	1 16 0	1 16 0	1 16 0	1 16 0	1 16 0
(D).—WAGTE.											
Wagte.....	2 5 0	2 5 0	1 10 0	1 4 6	1 15 0	1 10 0	1 5 0	1 16 0	1 5 6	1 16 0	1 5 6
(E).—KANTOOR-, MAGASYN-, VERKOOPS- EN KLERKLIKE-WERKNEMERS.											
(i) Manlike winkelassistent/verkoper en/of klerklike werknemer, gekwalifiseer....	5 8 7	4 12 4	5 8 7	4 2 5	5 8 7	5 1 8	4 6 6	7 5 10	6 11 3	5 8 7	4 2 4

	REGION E.P. Wages per Week.		REGION N.C. Wages per Week.		REGION N.L. Wages per Week.			REGION O.F.S. Wages per Week.		REGION TVL. Wages per Week.	
	AREAS.		AREAS.		AREAS.			AREAS.		AREAS.	
	A. (E.P.)	B. (E.P.)	A. (N.C.)	B. (N.C.)	A. (N.L.)	B. (N.L.)	C. (N.L.)	A. (O.F.S.)	B. (O.F.S.)	A. (TVL.)	B. (TVL.)
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Male Shop Assistant/Salesman and/or Clerical Employee, unqualified—											
During first year of experience.....	1 12 4	1 7 8	1 12 4	1 3 6	1 12 4	1 9 0	1 4 9	1 14 7	1 11 2	1 12 4	1 3 6
During second year of experience.....	2 6 2	2 0 7	2 6 2	1 11 4	2 6 2	1 18 8	1 12 11	2 6 2	2 1 6	2 6 2	1 11 4
During third year of experience.....	3 1 3	2 13 7	3 1 3	1 19 3	3 1 3	2 8 6	2 1 3	3 1 6	2 15 4	3 1 3	1 19 3
During fourth year of experience.....	3 16 2	3 6 6	3 16 2	2 9 0	3 16 2	3 0 6	2 11 6	4 2 0	3 13 2	3 16 2	2 9 0
During fifth year of experience.....	4 12 4	3 19 5	4 12 4	2 18 10	4 12 4	4 0 0	3 9 0	5 9 4	4 18 6	4 12 4	2 18 10
Female Shop Assistant/Saleswoman and/or Clerical Employee, qualified.....	3 2 4	2 10 9	3 2 4	2 3 4	3 2 4	2 13 3	2 5 6	4 4 6	3 16 3	3 2 4	2 3 2
Female Shop Assistant/Saleswoman and/or Clerical Employee, unqualified—											
During first year of experience.....	1 12 4	1 7 8	1 12 4	1 3 6	1 12 4	1 9 0	1 4 6	1 14 7	1 11 2	1 12 4	1 3 6
During second year of experience.....	1 16 11	1 13 6	1 16 11	1 7 5	1 16 11	1 14 0	1 8 8	2 3 3	1 19 0	1 16 11	1 7 5
During third year of experience.....	2 3 10	1 19 3	2 3 10	1 11 4	2 3 10	1 18 8	1 12 10	2 14 1	2 8 9	2 3 10	1 11 4
During fourth year of experience.....	2 13 1	2 5 0	2 13 1	1 15 6	2 13 1	2 5 9	1 19 0	3 7 7	3 1 0	2 13 1	1 15 6
Traveller (male), qualified.....	10 7 8	10 7 8	7 10 6	7 10 6	10 7 8	7 14 7	7 5 3	10 7 8	10 7 8	10 7 8	10 7 8
Traveller (male), unqualified—											
During first six months of experience.....	5 15 5	5 15 5	5 15 5	5 15 5	5 15 5	5 15 6	5 8 10	5 15 5	5 15 5	5 15 5	5 15 5
During second six months of experience.....	6 6 11	6 6 11	6 9 3	6 9 3	6 9 3	6 9 3	6 1 3	6 6 11	6 6 11	6 6 11	6 6 11
During third six months of experience.....	6 18 6	6 18 6	As for	qualified	6 18 6	As for	qualified	6 18 6	6 18 6	6 18 6	6 18 6
During fourth six months of experience.....	7 10 0	7 10 0	As for	qualified	7 10 0	As for	qualified	7 10 0	7 10 0	7 10 0	7 10 0
During fifth six months of experience.....	8 1 6	8 1 6	As for	qualified	8 1 6	As for	qualified	8 1 6	8 1 6	8 1 6	8 1 6
During sixth six months of experience.....	8 13 1	8 13 1	As for	qualified	8 13 1	As for	qualified	8 13 1	8 13 1	8 13 1	8 13 1
During seventh six months of experience.....	9 4 7	9 4 7	As for	qualified	9 4 7	As for	qualified	9 4 7	9 4 7	9 4 7	9 4 7
During eighth six months of experience.....	9 16 2	9 16 2	As for	qualified	9 16 2	As for	qualified	9 16 2	9 16 2	9 16 2	9 16 2
Traveller (female), qualified.....	8 8 6	8 8 6	5 15 3	5 15 3	8 8 6	8 8 6	8 8 6	8 8 6	8 8 6	8 8 6	8 8 6
Traveller (female), unqualified—											
During first six months of experience.....	4 12 4	4 12 4	4 12 4	4 12 4	4 12 4	4 12 4	4 12 4	4 12 4	4 12 4	4 12 4	4 12 4
During second six months of experience.....	5 1 10	5 1 10	5 3 10	5 3 10	5 1 10	5 1 10	5 1 10	5 1 10	5 1 10	5 1 10	5 1 10
During third six months of experience.....	5 11 4	5 11 4	As for	qualified	5 11 4	5 11 4	5 11 4	5 11 4	5 11 4	5 11 4	5 11 4
During fourth six months of experience.....	6 0 10	6 0 10	As for	qualified	6 0 10	6 0 10	6 0 10	6 0 10	6 0 10	6 0 10	6 0 10
During fifth six months of experience.....	6 10 5	6 10 5	As for	qualified	6 10 5	6 10 5	6 10 5	6 10 5	6 10 5	6 10 5	6 10 5
During sixth six months of experience.....	6 19 11	6 19 11	As for	qualified	6 19 11	6 19 11	6 19 11	6 19 11	6 19 11	6 19 11	6 19 11
During seventh six months of experience.....	7 9 5	7 9 5	As for	qualified	7 9 5	7 9 5	7 9 5	7 9 5	7 9 5	7 9 5	7 9 5
During eighth six months of experience.....	7 18 11	7 18 11	As for	qualified	7 18 11	7 18 11	7 18 11	7 18 11	7 18 11	7 18 11	7 18 11
Telephone Operator.....	2 5 0	2 5 0	2 2 6	2 2 6	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0
(ii) Passenger Lift Attendant.....	2 5 0	2 5 0	2 2 6	2 2 6	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0
Sample Boy.....	2 5 0	2 5 0	2 2 6	2 2 6	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0

	STREEK O.P. (lone per week).		STREEK N.K. (lone per week).		STREEK N.L. (lone per week).			STREEK O.V.S. (lone per week).		STREEK TVL. (lone per week).	
	GEBIEDE.		GEBIEDE.		GEBIEDE.			GEBIEDE.		GEBIEDE.	
	A. (O.P.).	B. (O.P.).	A. (N.K.).	B. (N.K.).	A. (N.L.).	B. (N.L.).	C. (N.L.).	A. (O.V.S.).	B. (O.V.S.).	A. (TVL.).	B. (TVL.).
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Manlike winkelassistent/verkoper en/of klerklike werknemer, ongekwalifiseer—											
Gedurende eerste jaar ervaring.....	1 12 4	1 7 8	1 12 4	1 3 6	1 12 4	1 9 0	1 4 9	1 14 7	1 11 2	1 12 4	1 3 6
Gedurende tweede jaar ervaring.....	2 6 2	2 0 7	2 6 2	1 11 4	2 6 2	1 18 8	1 12 11	2 6 2	2 1 6	2 6 2	1 11 4
Gedurende derde jaar ervaring.....	3 1 3	2 13 7	3 1 3	1 19 3	3 1 3	2 8 6	2 1 3	3 1 6	2 15 4	3 1 3	1 19 3
Gedurende vierde jaar ervaring.....	3 16 2	3 6 6	3 16 2	2 9 0	3 16 2	3 0 6	2 11 6	4 2 0	3 13 2	3 16 2	2 9 0
Gedurende vyfde jaar ervaring.....	4 12 4	3 19 5	4 12 4	2 18 10	4 12 4	4 0 0	3 9 0	5 9 4	4 18 6	4 12 4	2 18 10
Vroulike winkelassistent/verkoper en/of verkoopster en/of klerklike werknemer, gekwalifiseer.....	3 2 4	2 10 9	3 2 4	2 3 4	3 2 4	2 13 3	2 5 6	4 4 6	3 16 3	3 2 4	2 3 2
Vroulike winkelassistent/verkoper en/of verkoopster en/of klerklike werknemer, ongekwalifiseer—											
Gedurende eerste jaar ervaring.....	1 12 4	1 7 8	1 12 4	1 3 6	1 12 4	1 9 0	1 4 6	1 14 7	1 11 2	1 12 4	1 3 6
Gedurende tweede jaar ervaring.....	1 16 11	1 13 6	1 16 11	1 7 5	1 16 11	1 14 0	1 8 8	2 3 3	1 19 0	1 16 11	1 7 5
Gedurende derde jaar ervaring.....	2 3 10	1 19 3	2 3 10	1 11 4	2 3 10	1 18 8	1 12 10	2 14 1	2 8 9	2 3 10	1 11 4
Gedurende vierde jaar ervaring.....	2 13 1	2 5 0	2 13 1	2 15 6	2 13 1	2 5 9	1 19 0	3 7 7	3 1 0	2 13 1	1 15 6
Reisiger (manlik), gekwalifiseer.....	10 7 8	10 7 8	7 10 6	7 10 6	10 7 8	7 14 7	7 5 3	10 7 8	10 7 8	10 7 8	10 7 8
Reisiger (manlik), ongekwalifiseer—											
Gedurende eerste ses maande ervaring.....	5 15 5	5 15 5	5 15 5	5 15 5	5 15 5	5 15 5	5 8 10	5 15 5	5 15 5	5 15 5	5 15 5
Gedurende tweede ses maande ervaring.....	6 6 11	6 6 11	6 9 3	6 9 3	6 9 3	6 9 3	6 1 3	6 6 11	6 6 11	6 6 11	6 6 11
Gedurende derde ses maande ervaring.....	6 18 6	6 18 6	†	†	6 18 6	†	†	6 18 6	6 18 6	6 18 6	6 18 6
Gedurende vierde ses maande ervaring.....	7 10 0	7 10 0	†	†	7 10 0	†	†	7 10 0	7 10 0	7 10 0	7 10 0
Gedurende vyfde ses maande ervaring.....	8 1 6	8 1 6	†	†	8 1 6	†	†	8 1 6	8 1 6	8 1 6	8 1 6
Gedurende sesde ses maande ervaring.....	8 13 1	8 13 1	†	†	8 13 1	†	†	8 13 1	8 13 1	8 13 1	8 13 1
Gedurende sewende ses maande ervaring.....	9 4 7	9 4 7	†	†	9 4 7	†	†	9 4 7	9 4 7	9 4 7	9 4 7
Gedurende agste ses maande ervaring.....	9 16 2	9 16 2	†	†	9 16 2	†	†	9 16 2	9 16 2	9 16 2	9 16 2
Reisiger (vroulik), gekwalifiseer.....	8 8 6	8 8 6	5 15 3	5 15 3	8 8 6	8 8 6	8 8 6	8 8 6	8 8 6	8 8 6	8 8 6
Reisiger (vroulik), ongekwalifiseer—											
Gedurende eerste ses maande ervaring.....	4 12 4	4 12 4	4 12 4	4 12 4	4 12 4	4 12 4	4 12 4	4 12 4	4 12 4	4 12 4	4 12 4
Gedurende tweede ses maande ervaring.....	5 1 10	5 1 10	5 3 10	5 3 10	5 1 10	5 1 10	5 1 10	5 1 10	5 1 10	5 1 10	5 1 10
Gedurende derde ses maande ervaring.....	5 11 4	5 11 4	†	†	5 11 4	5 11 4	5 11 4	5 11 4	5 11 4	5 11 4	5 11 4
Gedurende vierde ses maande ervaring.....	6 0 10	6 0 10	†	†	6 0 10	6 0 10	6 0 10	6 0 10	6 0 10	6 0 10	6 0 10
Gedurende vyfde ses maande ervaring.....	6 10 5	6 10 5	†	†	6 10 5	6 10 5	6 10 5	6 10 5	6 10 5	6 10 5	6 10 5
Gedurende sesde ses maande ervaring.....	6 19 11	6 19 11	†	†	6 19 11	6 19 11	6 19 11	6 19 11	6 19 11	6 19 11	6 19 11
Gedurende sewende ses maande ervaring.....	7 9 5	7 9 5	†	†	7 9 5	7 9 5	7 9 5	7 9 5	7 9 5	7 9 5	7 9 5
Gedurende agste ses maande ervaring.....	7 18 11	7 18 11	†	†	7 18 11	7 18 11	7 18 11	7 18 11	7 18 11	7 18 11	7 18 11
Telefonis.....	2 5 0	2 5 0	2 2 6	2 2 6	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0
(ii) Bediener van passasierhyser.....	2 5 0	2 5 0	2 2 6	2 2 6	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0
Monsterjong.....	2 5 0	2 5 0	2 2 6	2 2 6	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0	2 5 0

† Soos gekwalifiseer.

26. DIFFERENTIAL RATES OF WAGES.

An employer who requires or permits an employee during any day to perform for longer than one hour, work usually performed by another class or classes of employee for which wages are prescribed in this Agreement in excess of that which such former employee ordinarily receives, shall pay such employee wages for the whole of such day and in respect of any overtime worked on such day, at the higher or highest rate prescribed for such other class or classes of employee provided however, that an employer shall not be permitted to employ on journeyman's work, employees other than journeymen or apprentices.

27. DRIVING OF MOTOR VEHICLES.

(1) Any employee (other than a sample boy) in any A area engaged solely in the driving of a motor vehicle under its own power on a public road, shall be paid a wage of not less than £2, 10s. per week.

(2) In all areas, no employer shall cause or permit any employee in receipt of wages of less than £2 per week (except an indentured apprentice or a sample boy) to drive any motor vehicle under its own power on a public road during the course of his employment in the Industry.

28. RATIO.

(1) Operatives, Strippers and Juvenile Labourers.

- (a) At least one journeyman shall be employed by an employer before any operative, grade B, may be employed by him.
- (b) At least one journeyman shall be employed by an employer before a stripper may be employed by him, and one additional stripper may be employed by him for every four journeymen employed by him in excess of four.
- (c) Not more than four grade A operatives may be employed by an employer for every one journeyman employed by him.
- (d) In Area A (EP), at least one full-time service attendant shall be employed by any filling station before any labourer or operative, grade L, may be employed by such establishment.
- (e) At least three adult labourers shall be employed by an employer before a juvenile labourer may be employed by him, and one additional juvenile labourer may be employed by him for every ten adult labourers employed by him in excess of three.
- (f) In any vulcanising establishment in Region EP, at least one vulcaniser shall be employed before a labourer may be employed.

(2) Office, Stores, Sales and Clerical Employees.

- (a) One qualified male shop assistant or male clerical employee shall be employed by an employer before an unqualified male shop assistant or male clerical employee may be employed by him, and for each qualified male shop assistant or clerical employee employed, not more than one unqualified male shop assistant or clerical employee may be employed.
- (b) One qualified female shop assistant or female clerical employee shall be employed before an unqualified female shop assistant or female clerical employee may be employed by him, and for each three or part of three qualified female shop assistants or female clerical employees employed, not more than two unqualified female shop assistants or female clerical employees may be employed.
- (c) An employer who is actively engaged in the Motor Industry may for the purposes of one, but not both of the preceding sub-clauses, be deemed to be a qualified shop assistant or a qualified clerical employee, provided that, in respect of any establishment, not more than one employer shall be deemed to be such an employee.
- (d) For the purposes of paragraphs (a) and (b) of this sub-clause, a male unqualified shop assistant or male male unqualified clerical employee receiving not less than the remuneration of a qualified male shop assistant or a qualified male clerical employee, shall be reckoned as a qualified male shop assistant or a qualified male clerical employee, and a female unqualified shop assistant or a female unqualified clerical employee receiving not less than the remuneration of a qualified female shop assistant or a qualified female clerical employee, shall be reckoned as a qualified female shop assistant or a qualified female office employee.
- (e) Where an employer carries on business in the Motor Industry in more than one establishment, he shall not be deemed to be a qualified shop assistant or a qualified clerical employee for more than one of such establishments.

26. DIFFERENSIËLE LONE.

'n Werkgever wat van 'n werknemer verlang om hom toelaat om gedurende 'n dag langer as een uur werk te verrig wat gewoonlik deur 'n ander klas werknemer of klasse werknemers gedoen word waarvoor lone in hierdie Ooreenkoms voorgeskryf word wat meer is as dié wat eersgenoemde werknemer gewoonlik ontvang, moet aan die werknemer 'n loon betaal vir die hele dag en ten opsigte van oortyd op so 'n dag, teen die hoër of hoogste skaal voorgeskryf vir die ander klas werknemer of klasse werknemers; met dien verstande egter dat 'n werkgever nie toegelaat word om werknemers, behalwe vakmanne of vakleerlinge, vakmanswerk te laat verrig nie.

27. BESTUUR VAN MOTORVOERTUIG.

(1) 'n Werknemer (behalwe 'n monsterjong), in gebied A (behalwe die magistraatsdistrik Bloemfontein), wat uitsluitlik in diens geneem is om 'n motorvoertuig wat met eie krag op 'n openbare weg voortbeweeg, te bestuur, moet 'n loon van minstens £2, 10s. per week betaal word.

(2) In geen gebied mag 'n werkgever van 'n werknemer wat 'n loon van minder as £2 per week ontvang (behalwe 'n ingeboekte vakleerling of 'n monsterjong) vereis of hom toelaat om 'n motorvoertuig wat met eie krag op 'n openbare weg voortbeweeg, gedurende die loop van sy diens in die nywerheid te bestuur nie.

28. GETALLEVERHOUDING.

(1) Werkmanne, afstropers en jeugdige arbeiders.

- (a) Minstens een vakman moet by 'n werkgever in diens wees voordat 'n werkman graad B deur hom in diens geneem mag word.
- (b) Minstens een vakman moet by 'n werkgever in diens wees voordat 'n afstroper deur hom in diens geneem mag word, en een bykomende afstroper kan deur hom in diens geneem word vir elke vier vakmanne wat meer as vier by hom in diens is.
- (c) Hoogstens vier werkmanne graad A mag deur 'n werkgever in diens geneem word vir elke vakman by hom in diens.
- (d) In gebied A (OP) moet minstens een voltydse diens-toesighouer by 'n vulstasie in diens wees voordat 'n arbeider of werkman graad L deur so 'n inrigting in diens geneem mag word.
- (e) Minstens drie volwasse arbeiders moet by 'n werkgever in diens wees voordat 'n jeugdige arbeider deur hom in diens geneem mag word, en een bykomende jeugdige arbeider kan deur hom in diens geneem word vir elke tien volwasse arbeiders bo drie by hom in diens.
- (f) In alle vulkaniseerinrigtings in streek OP moet minstens een vulkaniseerder daar in diens wees voordat 'n arbeider in diens geneem mag word.

(2) Kantoor-, magazyn-, verkoops- en klerklike werknemers.

- (a) Een gekwalifiseerde manlike winkelassistent of manlike klerklike werknemer moet by 'n werkgever in diens wees voor 'n ongekwalifiseerde manlike winkelassistent of manlike klerklike werknemer deur hom in diens geneem kan word en vir elke gekwalifiseerde manlike winkelassistent of klerklike werknemer in diens kan hoogstens een ongekwalifiseerde manlike winkelassistent, of klerklike werknemer in diens geneem word.
- (b) Een gekwalifiseerde vroulike winkelassistent of vroulike klerklike werknemer moet by 'n werkgever in diens wees voor 'n ongekwalifiseerde vroulike winkelassistent of vroulike klerklike werknemer deur hom in diens geneem kan word, en vir elke drie of gedeelte van drie gekwalifiseerde vroulike winkelassistentes of vroulike klerklike werknemers in diens kan hoogstens twee ongekwalifiseerde vroulike winkelassistentes of vroulike klerklike werknemers in diens geneem word.
- (c) 'n Werkende werkgever in die motornywerheid kan vir die toepassing van een van die voorafgaande subklousules, maar nie van albei nie, beskou word as 'n gekwalifiseerde winkelassistent of 'n gekwalifiseerde klerklike werknemer, met dien verstande dat ten opsigte van enige inrigting hoogstens een werkgever as so 'n werknemer beskou word.
- (d) Vir die toepassing van paragrawe (a) en (b) van hierdie subklousule word 'n manlike ongekwalifiseerde winkelassistent of 'n manlike ongekwalifiseerde klerklike werknemer, wat minstens die loon ontvang van 'n gekwalifiseerde manlike winkelassistent of 'n gekwalifiseerde manlike klerklike werknemer, gereken as 'n gekwalifiseerde manlike winkelassistent of 'n gekwalifiseerde manlike klerklike werknemer, en 'n vroulike ongekwalifiseerde winkelassistent of 'n vroulike ongekwalifiseerde klerklike werknemer, wat minstens die loon ontvang van 'n gekwalifiseerde vroulike winkelassistent of 'n gekwalifiseerde vroulike klerklike werknemer, word gereken as 'n gekwalifiseerde vroulike winkelassistent of 'n gekwalifiseerde vroulike klerklike werknemer.
- (e) Ingeval 'n werkgever besigheid in die motornywerheid in meer as een inrigting dryf, mag hy nie as 'n gekwalifiseerde winkelassistent of 'n gekwalifiseerde klerklike werknemer vir meer as een van hierdie inrigtings beskou word nie.

29. HOURS OF WORK.

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

- (a) to work for more than 46 hours, excluding meal breaks, in any one week;
- (b) to work for more than 8 hours, excluding meal breaks, in any one day;

provided that in any establishment—

- (i) where on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or
- (ii) employees who do not ordinarily work on more than five days in the week, may on any work day be required or permitted to work for an additional period not exceeding 1½ hours;
- (c) 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;
- (d) who is a female to work—
 - (i) between 6 o'clock p.m. and 6 o'clock a.m.;
 - (ii) after 12 noon on more than five days in any week;
- (e) to work his normal weekly hours of work over more than 5½ days in any week.

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

(3) Every employee, except travellers, service supply salesmen or sample boys, shall be entitled to, and granted, a rest interval of not less than five minutes nor more than ten minutes at as nearly as practicable the middle of each morning and afternoon work period and such interval shall, for the purpose of calculating remuneration, be reckoned as part of the ordinary working hours.

(4) Whenever any traveller, service supply salesman or sample boy is at any time during the course of his employment required to work away from the establishment of his employer (other than for demonstration purposes), the provisions of sub-clause (1) hereof shall not apply, and the hours stipulated in sub-clause (1) (b) may, for the purpose of such work, be extended by four hours a day with a maximum of 24 hours a week.

(5) Notwithstanding anything to the contrary elsewhere contained in this Agreement, it shall be permissible, wherever in any parking garage a night parking service is conducted, to employ labourers or service attendants between the hours of 6 p.m. on any day and 8 a.m. on the next day for the purpose of night parking services only, for a maximum of seven hours per night on seven successive nights, provided however that after working fourteen consecutive nights, any such employee shall be entitled to one free night on full pay as if he had on such night worked his average ordinary working hours for that night of the week, and if such employee does not avail himself of this right, he shall in lieu thereof and in addition to his ordinary remuneration, be paid one seventh of his normal weekly remuneration.

(6) Wherever a labourer or service attendant is employed on night parking services, he shall be paid by the employer not less than one week's wages as laid down in clause 25 of this Agreement for the first 46 hours of his employment in any such week and for any hours worked in excess of 46 in any seven days, such labourer or service attendant shall be paid not less than 1½ times his ordinary rate of remuneration.

(7) Subject to the provisions of clauses 5 (5) (a) and 32 of this Agreement, wherever any employee such as referred to in clause 16 hereof works for less than 46 hours in any week due to the fact that—

- (a) the usual working hours of the establishment are less than 46;
- (b) the employer is unable to regulate the shift of such employee to 46 hours;
- (c) for any reason other than the absention of himself without leave by the employer, such employee's week shall be deemed to be 46 hours.

(8) 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 leave for the purposes of this clause.

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

(1) The maximum overtime that may be worked by any employee shall be ten hours per week, provided that no female employee shall be required or permitted to work overtime—

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than sixty days in any year;

29. WERKURE.

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

- (a) meer as 46 uur, met uitsondering van etenstye, gedurende 'n week werk nie;
- (b) meer as 8 uur, met uitsondering van etenstye, op 'n dag werk nie;

met dien verstande dat in enige inrigting waarin—

- (i) die gewone werkure op een dag per week hoogstens 5 is, 'n werknemer aangesê of toegelaat kan word om 'n bykomende tydperk van hoogstens 'n halfuur op elkeen van die ander dae van die week te werk; of
- (ii) die werknemers nie gewoonlik op meer as 5 dae per week werk nie, 'n werknemer op enige werkdag aangesê of toegelaat kan word om vir 'n bykomstige tydperk van hoogstens 1½ uur te werk;

(c) 'n aaneenlopende tydperk van meer as 5 uur sonder 'n ononderbroke tussenpoos van minstens een uur werk nie; met dien verstande dat vir die toepassing van hierdie paragraaf werkydperke onderbreek deur tussenpose van minder as een uur as aaneenlopend beskou word; of

(d) wat 'n vrou is, werk—

- (i) tussen 6-uur nm. en 6-uur vm. nie;
- (ii) na 12-uur middag op meer as vyf dae in enige week nie.

(e) sy gewone werkure oor meer as 5½ dae in 'n week werk nie.

(2) 'n Werkgewer word toegelaat om verskillende begin- en sluitingsure op 'n dag ten opsigte van verskillende werkswinkel-werknemers te reël met dien verstande dat die tyd tussen sulke begin- en sluitingsure op 'n dag nie tesame tussenpose van meer as 45 minute in 'n inrigting oorskry nie.

(3) Elke werknemer, behalwe reisigers, diensverkopers en monsterjongens is geregtig tot en moet 'n ruspouse toegestaan word van minstens vyf minute en hoogstens tien minute in, vir sover moontlik, die middel van elke oggend- en agtermiddagwerk-skof en sulke pouses moet, vir die doeleindes van loonberekening, as deel van die gewone werkure beskou word.

(4) Wanneer dit van 'n reisiger, diensverkoper of monsterbediende te eniger tyd gedurende die loop van sy diens vereis word om elders as by die inrigting van sy werkgewer te werk (behalwe vir demonstrasiedoeleindes), is die bepalings van subklousule (1) hiervan nie van toepassing nie, en die ure in subklousule (1) (b) genoem, mag, vir die doeleindes van sulke werk, met 4 uur, met 'n maksimum van 24 uur per week, verleng word.

(5) Nieteenstaande andersluidende bepalings in hierdie Ooreenkoms is dit toelaatbaar in gevalle waarin daar 'n nagparkeediens in 'n parkeergarage bestaan, om arbeiders of diensvoersighouers in diens te hê tussen die ure 6 nm. op 'n dag en 8 vm. op die volgende dag slegs vir doeleindes van die nagparkeediens, vir 'n maksimum van 7 uur per nag op 7 agtereenvolgende nagte, met dien verstande egter dat nadat so 'n werknemer 14 agtereenvolgende nagte gewerk het, hy reg het op een nag vry met volle betaling asof hy die nag sy gemiddelde gewone werkure vir daardie nag van die week gewerk het, en as die werknemer nie van hierdie reg gebruik maak nie, moet hy in plaas daarvan en benewens sy gewone besoldiging een-sewende van sy weeklikse besoldiging betaal word.

(6) As 'n arbeider of diensvoersighouer op nagparkeediens is, moet hy deur die werkgewer minstens 1 week se loon, soos bepaal in klousule 25 van hierdie Ooreenkoms, betaal word vir die eerste 46 uur van sy diens in een week en vir alle ure wat oor 46 in 7 dae gewerk word, moet die arbeider of diensvoersighouer minstens 1½ maal sy gewone skaal van besoldiging betaal word.

(7) Wanneer 'n werknemer, onderworpe aan die bepalings van klousules 5 (5) (a) en 32 van hierdie Ooreenkoms, na wie in klousule 16 hiervan verwys word, minder as 46 uur in 'n week werk as gevolg van die feit dat—

- (a) die gewone werkure in die inrigting minder as 46 uur is;
- (b) die werkgewer nie in staat is om die werknemer se skof op 46 uur te stel nie;
- (c) om enige ander rede behalwe dat hy sonder verlof van sy werkgewer afwesig is;

word dit beskou dat dié werknemer se week 46 uur tel.

(8) 'n Werknemer wat deur die polisie in hegtenis geneem of aangehou word vir watter misdryf of beweerde misdryf ook al moet vir die tyd wat hy in hegtenis is of aangehou word, en nie in staat is om sy diens voort te sit nie, vir die toepassing van hierdie klousule beskou word as een wat sonder verlof afwesig was.

30. BEPALINGS IN SAKE OORTYD, BETALING DAARVOOR EN BETALING VIR WERK OP SONDAE.

(1) Die maksimum oortyd wat 'n werknemer mag werk, mag nie meer as 10 uur per week wees nie; met dien verstande dat geen werkgewer van 'n vroulike werknemer kan vereis, of haar toelaat, om oortyd te werk nie—

- (a) vir meer as twee uur op 'n dag;
- (b) op meer as drie agtereenvolgende dae;
- (c) op meer as sestig dae in 'n jaar;

- (d) after the completion of her ordinary working hours, for more than one hour on any day unless she has—
- (i) been given notice thereof before midday; or
 - (ii) been provided with an adequate meal before she has to commence overtime; or
 - (iii) been paid a minimum allowance of 1s. 6d. in sufficient time to enable her to obtain a meal before the overtime is due to commence.

(2) Subject to the provisions of sub-clause (3) hereof, where any employee is required or permitted to work in excess of the days or hours prescribed in clause 29 of this Agreement, any such excess time worked shall be regarded as overtime and paid for at the following rates:—

- (a) in the case of journeymen, 7s. 6d. in all Areas A and 6s. 6d. in all other Areas for each hour or part of an hour of the time worked.
- (b) in the case of employees other than journeymen—
 - (i) where such overtime is worked between the hours of 6 a.m. and midnight on any day, an employee shall be paid at one and one half times his hourly rate for each hour or part of an hour of the time worked;
 - (ii) where such overtime is worked between the hours of midnight and 6 a.m. on any day, an employee shall be paid at double his hourly rate for each hour or part of an hour of the time worked.

(3) (a) Subject to the provisions of sub-clauses (4) (a) and (b) of this clause, whenever a journeyman works on a Sunday, his employer shall, where the duration of such work is two hours or less, pay such journeyman not less than £1 in all Areas A and 17s. 6d. in all other Areas, and where such work exceeds two hours, pay the employee at the rate of 10s. per hour in all Areas A and 8s. 9d. in all other Areas, for every hour or part of an hour so worked or pay the journeyman at a rate not less than one and one third times his ordinary rate of wage 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 at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary hours for that day of the week;

(b) Subject to the provisions of sub-clauses (4) (a) and (b) of this clause whenever any employee other than a journeyman works on a Sunday, his employer shall, where the duration of such work is two hours or less, pay such employee not less than four hours' pay at his ordinary hourly rate, and where such work exceeds two hours, pay the employee double his hourly rate for every hour or part of an hour so worked or pay the employee at a rate not less than one and one-third times his ordinary rate of wage 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 at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary hours for that day of the week; Provided that where any labourer, service attendant or Operative grade L who is employed mainly or exclusively on any of the duties specified in paragraph (a) of the definition of labourer works his normal shift on any Sunday, his employer shall pay him not less than one and one third times his ordinary hourly rate in respect of each hour or part of an hour thereof and double his ordinary hourly rate for each hour or part of an hour thereafter.

(4) (a) It shall be competent for any employer to require any journeyman to "stand-by" on any Saturday and/or Sunday, provided that such journeyman shall be given notice in writing of not less than one week to that effect.

(b) Where a journeyman is required to "stand-by" he shall be paid a "stand-by" allowance of not less than 10s. irrespective of whether or not he is required to work, provided that where he is required to work, the "stand-by" allowance may be set off against remuneration paid for such work.

(c) Any journeyman who is required to "stand-by" shall present himself for duty within a period of one hour of being called and where he fails so to present himself, the "stand-by" allowance shall be forfeit.

(5) The provisions of clauses 10, 29 (1) (c) and sub-clauses (1), (2), (3) and (6) of this clause shall not apply to managers and foremen who receive remuneration at the rate of not less than—

- (a) £80 per month or £18. 9s. 3d. per week if employed in any Areas "A";
- (b) £70 per month or £16. 3s. 1d. per week if employed in any Areas "B" or "C".

(6) Notwithstanding anything to the contrary contained in this clause, no employee for whom wages are prescribed in clause 25 (E) of this Agreement shall be required or permitted to work overtime for more than—

- (a) three hours in any one day;
- (b) thirty hours in any one year; and

such overtime shall not be worked on any Saturday, Sunday or public holiday.

(d) na voltooiing van haar gewone werkure, vir meer as een uur op 'n dag te werk nie, tensy hy—

- (i) haar voor middag kennis daarvan gegee het; of
- (ii) haar, van 'n behoorlike ete voorsien het voordat sy met die oortyd diens begin; of
- (iii) betyds aan haar 'n minimum toelae van 1s. 6d. betaal het om haar in staat te stel om ete te verkry voordat met die oortyd diens begin word.

(2) As van 'n werknemer vereis of hy toegelaat word om meer as die ure wat by klousule 29 van hierdie Ooreenkoms bepaal is, te werk, moet, onderworpe aan die bepalings van subklousule (3) hiervan, sulke werk as oortydwerk beskou word en moet daarvoor teen onderstaande skale betaal word:—

- (a) In die geval van vakmanne, 7s. 6d. in alle A-gebiede en 6s. 6d. in alle ander gebiede vir elke uur of gedeelte van 'n uur van die tyd-gewerk;
- (b) in die geval van werknemers, behalwe vakmanne—
 - (i) As die oortyd tussen die ure 6 vm. en middernag op 'n dag gewerk word, moet 'n werknemer teen 1½ maal sy uurloon betaal word vir elke uur of gedeelte van 'n uur van die tyd aldus gewerk.
 - (ii) As die oortyd diens tussen die ure middernag en 6 vm. op 'n dag gewerk word, moet 'n werknemer teen twee maal sy uurloon betaal word vir elke uur of gedeelte van 'n uur van die tyd aldus gewerk.

(3) (a) Onderworpe aan die bepalings van subklousules (4) (a) en (b) van hierdie klousule, moet 'n werkgewer, as 'n vakman op 'n Sondag werk, ingeval die werk twee uur of minder duur, die vakman minstens £1 in alle A-gebiede en 17s. 6d. in alle ander gebiede betaal en as die werk langer as twee uur duur, moet hy die werknemer teen 10s. per uur in alle A-gebiede en 8s. 9d. in alle ander gebiede betaal vir elke uur of gedeelte van 'n uur aldus gewerk, of die vakman teen minstens 1½ maal sy gewone loon betaal ten opsigte van die totale tyd op die Sondag gewerk en hom binne sewe dae van die Sondag een dag vakansie toestaan en hom ten opsigte daarvan teen minstens sy gewone besoldiging betaal asof hy daardie dag sy gemiddelde gewone ure vir daardie dag van die week gewerk het.

(b) Onderworpe aan die bepalings van subklousules (4) (a) en (b) van hierdie klousule moet 'n werkgewer, as 'n werknemer, behalwe 'n vakman, op 'n Sondag werk, as die werk 2 uur of minder duur, die werknemer minstens 4 uur se loon teen sy gewone uurloon betaal en as die werk langer as twee uur duur, moet hy die werknemer dubbel sy uurloon betaal vir elke uur of gedeelte van 'n uur aldus gewerk, of die werknemer betaal teen minstens 1½ maal sy gewone loonskaal ten opsigte van die totale tyd op die Sondag gewerk en hom binne 7 dae van die Sondag een dag vakansie toestaan en hom ten opsigte daarvan teen minstens sy gewone besoldiging betaal asof hy op daardie dag sy gewone gemiddelde ure vir daardie gedeelte van die week gewerk het; met dien verstande dat as 'n arbeider, dienstoehouder of werkmans, graad-L, wat hoofsaaklik of uitsluitlik die werk doen wat genoem word in paragraaf (a) van die woordbepaling van arbeider, sy gewone skof op 'n Sondag werk, moet sy werkgewer hom minstens 1½ maal sy gewone uurloon betaal teen opsigte van elke uur of gedeelte van 'n uur daarvan en dubbel sy gewone uurloon vir elke uur of gedeelte van 'n uur daarna.

(4) (a) 'n Werkgewer is daartoe geregtig om van enige vakman te eis dat hy op 'n Sondag "klaarstaan"; met dien verstande dat die vakman minstens 'n week vooraf skriftelike kennisgewing daaromtrent gegee moet word.

(b) As van 'n vakman vereis word om klaar te staan, moet hy 'n klaarstaantoele van minstens 10s. betaal word, ongeag of hy moet werk of nie; met dien verstande dat as van hom vereis word om te werk, die klaarstaantoele teen besoldiging wat vir sy werk betaal word, gevorder mag word.

(c) 'n Vakman van wie vereis word dat hy klaarstaan, moet homself binne 1 uur aanmeld en ingeval hy versuim om homself aan te meld, moet die klaarstaantoele as verbeurd verklaar word.

(5) Die bepalings van klousules 10, 29 (1) (c) en subklousules (1), (2), (3) en (6) van hierdie Ooreenkoms is nie van toepassing nie op bestuurders en voormanne wat verantwoordelike betrekings beklee wat besoldig word teen minstens—

- (a) £80 per maand of £18. 9s. 3d. per week as hulle in gebied A in diens is;
- (b) £70 per maand of £16. 3s. 1d. per week as hulle in gebied B of C in diens is.

(6) Nieteenstaande andersluidende bepalings in hierdie klousule mag geen werknemer vir wie lone by artikel 25 (E) van hierdie Ooreenkoms voorgeskrif is, verplig of toegelaat word om langer as—

- (a) drie uur op 'n dag; of
- (b) dertig uur in 'n jaar oortyd te werk nie; en

die oortyd mag nie gewerk word op 'n Saterdag, Sondag of openbare vakansiedag nie.

31. SHIFT WORK.

Shift work shall be permissible in manufacturing, vehicle body building and vulcanising establishments; provided that—

- (a) no normal shift shall exceed 9½ hours;
- (b) not less than 8 hours shall elapse between successive shifts of any employee;
- (c) where an employee is employed between the hours of 6 p.m. and 6 a.m., his employer shall pay him his ordinary rate of remuneration plus 10 per cent thereof;
- (d) time worked by employees after the completion of their normal shift, shall be regarded as overtime and be paid for in accordance with the rates prescribed in clause 30 of this Agreement.

Provided further that no shifts shall be worked in any establishment between the hours of 12 noon on Saturday and 6 a.m. on Monday.

32. SHORT TIME, TEMPORARY AND PART-TIME EMPLOYMENT.

(1) Subject to the provisions of sub-clause (3) hereof and notwithstanding anything to the contrary in this Agreement, an employer may work his employees short-time; provided that where such short-time is due to slackness of trade and/or shortage of material, if the 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 sub-clause (1) hereof.

(3) An apprentice may not be employed on short-time except with the approval of the Registrar of Apprenticeship.

33. SPECIAL PROVISIONS RELATING TO WATCHMEN.

The following special provisions shall, notwithstanding anything to the contrary contained in this Agreement, apply to employees exclusively engaged as watchmen:—

- (1) (a) The normal hours of work of such employees shall not exceed 84 hours per week;
- (b) the provisions of clauses 29, 30 (2) and 30 (3) shall not apply to such employees;
- (c) any time worked in excess of 84 hours per week shall be remunerated at the rate of one thirtieth of his weekly wage for each additional hour's work;
- (d) after working fourteen consecutive nights, any such employee shall be entitled to one free night on full pay as if he had on such night worked his average ordinary working hours for that night of the week; provided that if such employee does not avail himself of this right, he shall in lieu thereof and in addition to his ordinary remuneration, be paid one seventh of his normal weekly remuneration.
- (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.

34. PREMIUM BONUS SCHEME.

Subject to the prior approval of the Regional Council concerned, an employee may agree with his employer to work under a system of payment by result; provided that—

- (a) conditions in respect of overtime, night shift work and work performed on Sundays and Public Holidays, enumerated in this Agreement, shall apply;
- (b) premium bonus tariff shall be fixed by mutual agreement between the employer and employee who is to perform the work;
- (c) in the event of a dispute arising over the premium bonus tariff and such dispute not being settled between the parties concerned within a period of seven days, the matter shall be referred by one or both of the aggrieved parties to the Regional Council concerned, whose decision shall be made retrospective to the date of the dispute; such decision shall be made by the Regional Council within seven days of the matter being brought to its notice;
- (d) pending a settlement of the dispute, the employee shall work to the premium bonus tariff allowed by the employer;
- (e) time during which an employee is abnormally prevented from proceeding with his work shall, if the employee be required to stand by, be paid for in accordance with the provisions of this Agreement as if the premium bonus scheme had not been applicable;
- (f) no payment shall be made for delays which are normal in the establishment concerned and which have been considered when fixing the time allowance;

31. SKOFWERK.

Skofwerk is toelaatbaar in vervaardigings-, voertuigbakbou- en vulkaniseerinrigtings; met dien verstande dat—

- (a) geen gewone skof langer as 9½ uur mag duur nie;
- (b) minstens 8 uur tussen agtereenvolgende skofte van 'n werknemer moet verloop;
- (c) as 'n werknemer tussen die ure 6 nm. en 6 vm. werk, 'n werkgewer hom sy gewone skaal van besoldiging moet betaal plus 10 persent daarvan;
- (d) tyd wat werknemers na die voltooiing van 'n gewone skof gewerk het, as oortyd beskou moet word en daarvoor moet betaal word teen skale wat in klousule 30 van hierdie Ooreenkoms voorgeskryf word;

met dien verstande verder dat geen skofte in 'n inrigting tussen die ure 12 middag op Saterdag en 6 vm. op Maandag gewerk mag word nie.

32. KORTTYD, TYDELIKE EN DEELTYDSE DIENS.

(1) Onderworpe aan die bepalinge van subklousule (3) hiervan en nieiteenstaande andersluidende bepalinge in hierdie Ooreenkoms, mag 'n werkgewer sy werknemers korttyd laat werk; met dien verstande dat as die korttyd die gevolg is van handelsslapte en/of tekort aan materiaal, as die werknemer nie verplig is om hom op 'n bepaalde dag by die inrigting aan te meld nie, die werkgewer hom moet verwittig van die feit op of voor die dag onmiddellik voor die dag waarop hy nie verplig is om te werk nie en as die werknemer uitdruklik deur die werkgewer verplig word om hom op 'n bepaalde dag by die inrigting aan te meld vir die doel om vas te stel of werk beskikbaar is, moet hy, as daar geen werk is nie, of werk wat minder as 4 uur duur, minstens 4 uur se loon ten opsigte van daardie dag betaal word.

(2) Ingeval korttyd gewerk word, is 'n werkgewer nie verplig om lone aan sy werknemers te betaal nie, behalwe vir die tyd wat werklik gewerk is of soos anders uitdruklik in subklousule (1) hiervan bepaal.

(3) 'n Vakleerling mag nie op korttyd wees nie, behalwe met goedkeuring van die Registrateur vir Vakleerlinge.

33. SPESIALE BEPALINGS TEN OPSIGTE VAN WAGTE.

Nieteenstaande andersluidende bepalinge in hierdie Ooreenkoms is onderstaande spesiale bepalinge van toepassing op werknemers wat uitsluitlik as wagte diens doen:—

- (1) (a) Die gewone werkure van hierdie werknemers mag nie meer as 84 uur per week wees nie;
- (b) die bepalinge van klousules 29, 30 (2) en 30 (3) is nie van toepassing op hierdie werknemers nie;
- (c) vir tyd wat 84 uur per week oorskry, moet betaal word teen een-dertigste van sy weekloon vir elke bykomende uur se werk;
- (d) nadat 'n wag 14 agtereenvolgende nagte gewerk het, is hy tot een nag vry geregtig met volle besoldiging asof hy dié nag sy gewone gemiddelde werkure vir daardie nag van die week gewerk het, met dien verstande dat as die werknemer nie van hierdie reg gebruik maak nie, hy in plaas daarvan en benewens sy gewone besoldiging een-sewende van sy gewone weeklikse besoldiging betaal moet word.
- (2) Elke werkgewer moet elke wag voorsien van—
 - (a) 'n geskikte stok of knopkerrie vir die beskerming van die werknemer;
 - (b) 'n polisiefluitjie;
 - (c) geskikte middele vir verwarming van die werknemer.

34. PREMIE BONUSSKEMA.

Onderworpe aan voorafgaande goedkeuring van die betrokke streeksraad mag 'n werknemer met 'n werkgewer ooreenkom om volgens die stelsel „betaling volgens resultate” te werk, met dien verstande dat—

- (a) voorwaardes ten opsigte van oortyd, nagskofwerk en werk gedoen op Sondae en openbare vakansiedae, wat in hierdie Ooreenkoms genoem word, van toepassing is;
- (b) premiebonusskale vir onderlinge ooreenkoms vasgestel moet word tussen die werkgewer en die werknemer wat die werk moet doen;
- (c) ingeval 'n geskil ontstaan oor 'n premiebonusskaal en die geskil nie tussen die betrokke partye binne 7 dae besleg word nie, die saak deur een of albei die betrokke klaers verwys moet word na die betrokke streeksraad wie se beslissing terugwerkend na die datum van die geskil moet wees; die beslissing moet deur die streeksraad binne 7 dae nadat die saak aan hom voorgelê is, gevel word;
- (d) hangende 'n beslissing in sake die geskil moet die werknemer werk volgens die premiebonusskaal moet werk wat deur die werkgewer toegelaat word;
- (e) vir tyd wanneer 'n werknemer deur buitengewone omstandighede verhinder word om met sy werk voort te gaan as van die werknemer verwag word om klaar te staan, hy betaal moet word ooreenkomstig die bepalinge van hierdie Ooreenkoms asof die premiebonusskema nie van toepassing was nie;
- (f) geen betalings gedoen word vir openthoude wat gewoonlik in die betrokke inrigting voorkom en wat inaggeneem is by die vasstelling van die tydloonskale nie;

- (g) no tariff agreed upon between an employer and an employee shall be considered to be satisfactory if such tariff does not enable an employee employed on a premium bonus system to earn, in respect of the period during which the work is carried out on such system, not less than 15 per cent above the basic rate of pay laid down in this Agreement for the occupation concerned;
- (h) in all cases the employee shall be guaranteed "time rate" wages irrespective of earnings for the hours worked;
- (i) an employee working under a premium bonus system shall be paid on the normal pay day of each week;
- (j) no premium bonus tariff once established may be altered except with the prior approval of the Regional Council concerned.

35. LETTING AND SUB-LETTING OF PREMISES.

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

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

36. TERMINATION OF SERVICES.

(1) Subject to—

- (a) the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient; or
- (b) the provisions of any written agreement between employer and employee stipulated for a period in excess of that provided for herein;

an employer or his employee shall give notice of intention to terminate a contract or service of not less than—

- (i) one shift's duration in the case of all employees other than those referred to in clause 25 (E) of this Agreement;
- (ii) one week in the case of weekly paid employees and two weeks in the case of monthly paid employees referred to in clause 25 (E) of this Agreement.

(2) In the event of an employer or an employee failing to give notice as provided for in sub-clause (1) hereof, he shall pay or forfeit respectively—

- (a) in the case of an employee such as referred to in sub-clause (1) (b) (i) of this clause, an amount equal to that which the employee concerned was earning on a normal week day during normal working hours at the time of termination of employment;
- (b) in the case of employees such as referred to in sub-clause (1) (b) (ii) of this clause, an amount equal to one week or two week's remuneration as the case may be.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to herein, the employer shall, subject to the provisions of clause 14 (3) of this Agreement be entitled to recover such amount from other benefits (if any) accruing to such employee at the time of his desertion.

(4) The notice referred to in sub-clause (1) hereof 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.

37. CERTIFICATES OF SERVICE.

An employer shall, when requested by an employee upon the termination of his employment, supply such employee with a certificate of service showing full names of the employer and employee, the nature of the employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination; provided that where, in this Agreement, the wage of any employee is determined by length of service it shall be incumbent on the employee to produce a certificate of service to his new employer on change of employment in order to become entitled to such remuneration prescribed for length of service.

38. WORKING EMPLOYERS AND PARTNERS.

All working employers and partners engaged in the Motor Industry shall observe the working hours and the hours of opening and closing prescribed in this Agreement.

- (g) geen skaal van besoldiging bepaal tussen werkgever en werknemer as bevredigend beskou moet word as die skaal 'n werknemer in 'n premiebonusstelsel nie in staat stel om minstens 15 persent bo die basiese skaal, wat in hierdie Ooreenkoms vir die betrokke bedryf vasgestel is, te verdien ten opsigte van die tyd waarin die werk volgens so 'n stelsel gedoen word nie;
- (h) in alle gevalle 'n „tydskaalloon", afgesien van verdienste vir die ure gewerk, aan die werknemer gewaarborg moet word;
- (i) 'n werknemer wat volgens die bonusskema werk, elke week op die gewone betaaldag betaal moet word;
- (j) wanneer bonusloonskale of basiese tye vasgestel is, hulle nie gewysig mag word nie, behalwe met voorafgaande goedkeuring van die betrokke streeksraad.

35. VERHURING EN ONDERVERHURING VAN PERSEEL.

(1) Geen werkgever mag 'n gedeelte van die perseel wat hy okkupeer of waarin hy werk in die motornywerheid verrig of verrig het, verhuur of onderverhuur aan 'n persoon met die doel dat die persoon daarin werk in verband met die motornywerheid verrig, veroorsaak of toelaat nie, tensy die verlof van die streeksraad vooraf verkry is.

(2) Die toestemming van die streeksraad kan na goeddunke toegestaan of weerhou word.

36. DIENSBEEÏNDIGING.

(1) Onderworpe aan—

- (a) die reg van 'n werkgever of 'n werknemer om diens om 'n goeie rede wat by wet as genoegsame beskou word, sonder kennisgewing te beëindig, of
- (b) die bepaling van 'n skriftelike Ooreenkoms tussen werkgever en werknemer wat 'n tydperk bepaal wat langer is as dié in hierdie Ooreenkoms vasgestel;

moet 'n werkgever of sy werknemer kennis van voorgenome beëindiging van 'n dienskontrak gee van minstens—

- (i) die duur van een skof in die geval van alle werknemers behalwe dié na wie in klousule 25 (E) van hierdie Ooreenkoms verwys word;
- (ii) een week in die geval van weekliks betaalde werknemers en twee weke in die geval van maandeliks betaalde werknemers na wie in klousule 25 (E) van hierdie Ooreenkoms verwys word.

(2) As 'n werkgever of 'n werknemer versuim om kennis te gee soos bepaal by subklousule (1) hiervan, moet hy of betaal of verbeur—

- (a) in die geval van 'n werknemer soos dié na wie in subklousule (1) (b) (i) van hierdie artikel verwys word, 'n bedrag gelyk aan dié wat die betrokke werknemer op 'n gewone weekdag gedurende gewone werkure ten tyde van diensbeëindiging verdien het;
- (b) in die geval van 'n werknemer soos dié na wie in subklousule (1) (b) (ii) van hierdie artikel verwys word, 'n bedrag gelyk aan een week of twee weke se loon; al na die geval.

(3) Nieteenstaande andersluidende bepalinge in hierdie Ooreenkoms is die werkgever, ingeval geld wat deur die werkgever aan die werknemer as loon verskuldig is, ontoereikend is om die volle verbeurde bedrag waarna hierin verwys word, te dek, onderworpe aan die bepalinge van klousule 14 (3) van hierdie Ooreenkoms, daartoe geregtig om die betrokke bedrag op ander voordele te verhaal (as daar is) wat ten tyde van die werknemers se diensverlating ten behoeve van die werknemer aan die oploop was.

(4) Die kennisgewing waarna in subklousule (1) hiervan verwys word, word van krag op die datum waarop dit gegee word en mag op enige dag van die week of maand gegee word; met dien verstande dat die tyd van kennisgewing nie met die werknemer se afwesigheid met jaarlikse verlof saamval nie en mag dit ook nie gedurende dié tyd gegee word nie.

37. DIENSSERTIFIKATE.

As 'n werkgever deur 'n werknemer ten tyde van sy diensbeëindiging daarom versoek word, moet die werkgever die werknemer voorsien van 'n sertifikaat van diens waarin die name van werkgever en werknemer voluit aangetoon word, die aard van die diens, die datums waarop die kontrak 'n aanvang geneem en geëindig het en die loonskaal ten tyde van die beëindiging; met dien verstande dat ingeval die loon van 'n werknemer in hierdie Ooreenkoms bepaal word volgens dienstyd, dit van die werknemer verwag word om 'n dienssertifikaat aan sy nuwe werkgever by sy diensverandering voor te lê ten einde geregtig te wees tot die besoldiging wat vir dienstyd voorgeskryf word.

38. WERKENDE WERKGEWERS EN VENNOTE.

Alle werkende werkgevers en vennote in diens in die motornywerheid moet die werkure en die openings- en sluitingsure wat in hierdie Ooreenkoms voorgeskryf word, nakoem.

39. UNAUTHORISED EMPLOYMENT OF PERSONS.

(1) No employer shall employ any person other than a journeyman or an apprentice on journeyman's work.

(2) Notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of an employee on any class of work or on any conditions shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observed had such engagement or employment not been prohibited and the employer shall continue to pay such remuneration and observed such conditions as if such engagement or employment had not been prohibited.

40. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL.

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

41. PRESUMPTIONS.

An employee shall be deemed to be working in the employment of an employer, in addition to any period during which he is actually so working during—

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

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

Signed at Johannesburg on behalf of the parties, on this 23rd day of June, 1952.

SYDNEY J. CLOW,
Chairman of the Council.

F. M. BUSSAC,
Vice-Chairman of the Council.

G. T. STONE,
Secretary of the Council.

ANNEXURE A.

[Statement in terms of Clause 8 (1) of the National Industrial Council's Agreement for the Motor Industry.]

Date _____

THE REGIONAL SECRETARY,

NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY,

REGIONAL COUNCIL,

P.O. BOX _____

DEAR SIR,

REGISTRATION AS EMPLOYER IN MOTOR INDUSTRY.

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

- Name under which business is carried on (in block letters) _____
- Address at which business is carried on _____
- Address of Head Office (where applicable) _____
- Nature of business _____
- Date commenced trading _____
- Names and addresses of (where any of these persons are actively engaged in the business, the nature of their duties must be shown in parenthesis alongside their respective names):—
Proprietor _____
or Partners _____
or Directors _____
Manager and/or Secretary _____
- Particulars of employees: No. of Journeymen _____; No. of Apprentices _____; No. of Clerical and Sales Employees _____; No. of Labourers _____; No. of other Employees _____
- Name of Employers' Organization of which member _____

Yours faithfully,

39. ONGEMAGTIGDE INDIENSNEEMING VAN PERSONE.

(1) Geen werkgewer mag enigiemand behalwe 'n vakman in diens neem nie, ook geen vakleerling op vakmanswerk nie.

(2) Nieteenstaande andersluidende bepalings in hierdie Ooreenkoms onthef geen bepaling wat die indiensneming of diens van 'n werknemer op watter soort werk of voorwaardes ook al verbied, die werkgewer van die verpligting om die besoldiging te betaal en die voorwaardes na te kom wat hy sou moes betaal het of nagekom het as dié indiensneming of diens nie verbied was nie en die werkgewer moet steeds die besoldiging betaal en die voorwaardes nakom asof die indiensneming of diens nie verbied was nie.

40. WERKNEMERSVERTEENWOORDIGERS IN DIE RAAD.

Werkgewersverteenvoordigers in die Raad of enige streeksraad moet alle redelike fasiliteite deur hul werkgewers verleen word ten einde hul pligte in verband met vergaderings van dié Rade na te kom.

41. VERONDERSTELLING.

'n Werknemer is in die diens van 'n werkgewer, benewens die tye wat hy werklik in sy diens werk—

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

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

Namens die partye op hede die 23 Junie 1952, in Johannesburg geteken.

SYDNEY J. CLOW,
Voorsitter van die Raad.

F. M. BUSSAC,
Ondervoorsitter van die Raad.

G. T. STONE,
Sekretaris van die Raad.

AANHANGSEL A.

[Staat vereis kragtens artikel 8 (1) van die Ooreenkoms van die Nasionale Nywerheidsraad vir die Motornywerheid].

Datum _____

DIE STREEKSEKRETARIS,

NASIONALE NYWERHEIDSRaad VIR DIE MOTORNYWERHEID,

STREEKSRAAD,

POSBUS _____

MENEER,

REGISTRASIE AS WERKGewer IN DIE MOTORNYWERHEID.

Ingevolge klousule 8 (1) van die Nasionale Ooreenkoms vir die Motornywerheid (), verstrek ek hierby onderstaande besonderhede van hierdie besigheid:—

- Naam waaronder besigheid gedryf word (in blokletters) _____
- Adres waar besigheid gedryf word _____
- Adres van Hoofkantoor (as dit van toepassing is) _____
- Aard van besigheid _____
- Datum waarop besigheid begin het _____
- Name en adresse van (as enigeen van hierdie persone aktief aan die besigheid deelneem, moet die aard van hul werk tussen hakies langsna hul onderskeie name gemeld word):—
Eienaar _____
of Vennote _____
of Direkteure _____
Bestuurder en/of Sekretaris _____
- Besonderhede van werknemers—
Getal vakmanne _____ Getal vakleerlinge _____
Getal klerklike en verkoopswerknemers _____
Getal arbeiders _____ Getal ander werknemers _____
- Naam van werkgewersorganisasie waarvan ek / ons lid is _____

Die uwe,

TO THE SECRETARY,

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY, REGIONAL COUNCIL.

Enclosed please find Contributions amounting to £....., as detailed hereunder, for the period ending

NAME OF FIRM _____ ADDRESS _____

ANNEXURE B.

FOR OFFICE USE ONLY.

Council...

Sick Fund.

M.I.E.U...

19_____

THIS SECTION FOR EMPLOYEES *OTHER* THAN LABOURERS.

LABOURERS.

[illegible]

[Prescribed in terms of section 11 (1).]

ANNEXURE B.

BUTTENGEWONE STAATSKOERANT, 24 DESEMBER 1952

AANHANGSEL B.

AAN DIE SEKRETARIS,

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID.

Ingeslote vind u bydraes, tesame £ : : , soos hieronder uiteengesit vir die tydperk eindigende

NAAM VAN FIRMA _____ **Adres** _____

19 continued

Slegs vir kantoorgebruik.

Raad.....

Siektefonds..

M.I.E.U....

HIERDIE GEDEELTE VIR ALLE WERKNEMERS BEHALWE ARBEIDERS.

ARBEIDERS.

[illegible]

ANNEXURE C.

[Prescribed in terms of Clause 14 (2) (b) (ii) of the National Industrial Council's Agreement for the Motor Industry].

HOLIDAY LEAVE PAY VOUCHER.

No. _____

Date _____

This is to certify that _____
Union No. _____, whose signature appears below, was employed by
(Name and Address of Employer) _____

during the period _____ to _____
when he completed _____ shifts/weeks of employment. His
remuneration* at the date of termination of service was £ _____
per shift/week/month and he is thus entitled to leave pay amounting
to £ _____

Signature of Employer or Authorized Representative _____

Signature of Employee _____

Employee's Address _____

This form, together with a remittance for the above-stated amount,
to be forwarded to the Regional Council, _____

_____ on the date employee ceases work.

* Actual wage, plus cost of living allowance (if not a journeyman
and any bonus forming part of his normal remuneration.

* No. 2997.]

[24 December 1952.

WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING
ALLOWANCES PAYABLE UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.

MOTOR INDUSTRY.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour,
acting in terms of sub-regulation (1) of regulation four of
the regulations published under War Measure No. 43 of
1942, as amended, hereby suspend the operation of sub-
regulation (1) of regulation two and sub-regulation (2)
of regulation three in respect of journeymen covered by
sub-clause (1) of clause 20 of the Agreement for the
Motor Industry published under Government Notice No.
2996 of the 24th December, 1952.

B. J. SCHOEMAN,
Minister of Labour.

* No. 2998.]

[24 December 1952.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.—MOTOR INDUSTRY.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour,
hereby in terms of sub-section (1) of section twenty-two
of the Factories, Machinery and Building Work Act, 1941,
declare the provisions of the Agreement and notice
relating to the Motor Industry, published under Govern-
ment Notice No. 2996 of the 24th December, 1952, to be
not less favourable to the persons whose hours of work are
regulated thereby than the relative provisions of the said
Act.

B. J. SCHOEMAN,
Minister of Labour.

AANHANGSEL C.

[Voorgeskrif ingevolge klousule 14 (2) (b) (ii) van die Ooreenkoms
van die Nasionale Nywerheidsraad vir die Motornywerheid].

VERLOFBETALINGSORDER.

No. _____

Datum _____

Hiermee word gesertifiseer dat _____
Vakverenigingnummer _____, wie se handtekening hieronder
verskyn, in diens was by (naam en adres van werkgever) _____

gedurende die tydperk _____ tot _____
toe hy _____ skofte/weke diens voltooi het. Sy besoldiging* ten
tyde van diensbeëindiging was £ _____ per skof/week/
maand en hy is dus geregtig tot verlofbetaling ten bedrae van
£ _____

Handtekening van werkgever of gemagtigde verteenwoordiger _____

Handtekening van werknemer _____

Werknemer se adres _____

Hierdie vorm, tesame met 'n geldsening vir bogenoemde bedrag,
moet aan die streeksraad, _____, gestuur word op
die datum waarop die werknemer ophou werk.

* Werklike loon, plus lewenskostoelae (indien nie 'n vakman nie)
en alle bonusse wat deel van sy gewone besoldiging uitmaak.

* No. 2997.]

[24 Desember 1952.

WET OP OORLOGSMAATREËLS, 1940.

SKORSING VAN BETALING VAN LEWENSKOSTE-
TOELAE BETAALBAAR INGEVOLGE OOR-
LOGSMAATREËL No. 43 VAN 1942, SOOS
GEWYSIG.

MOTORNYWERHEID.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid,
skors hierby kragtens die bepalings van subregulasie (1)
van regulasie vier van die regulasies bekendgemaak by
Oorlogsmaatreël No. 43 van 1942, soos gewysig, die
bepalings van subregulasie (1) van regulasie twee en
subregulasie (2) van regulasie drie ten opsigte van vak-
manne gedek deur subklousule (1) van klousule 20 van
die Ooreenkoms vir die Motornywerheid wat by die
Goewermmentskennisgewing No. 2996 van 24 Desember
1952 afgekondig is.

B. J. SCHOEMAN,
Minister van Arbeid.

* No. 2998.]

[24 Desember 1952.

WET OF FABRIEKE, MASJINERIE EN BOUWERK,
1941.—MOTORNYWERHEID.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid,
verklaar hierby ingevolge subartikel (1) van artikel twee-
en-twintig van die Wet op Fabriek, Masjinerie en Bou-
werk, 1941, dat die bepalings van die Ooreenkoms en
kennisgewing in verband met die Motornywerheid, bekend-
gemaak by Goewermmentskennisgewing No. 2996 van 24
Desember 1952 vir die persone wie se werkure daardeur
gereël word, nie minder gunstig as die ooreenstemmende
bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

Reading matter for Farmers!

The Department of Agriculture, Pretoria, issues the following publication (in English and Afrikaans) in the interest of farmers in particular and for the agricultural industry in general—

FARMING in South Africa

A monthly Journal of short, practical articles, intended particularly for farmers who want sound, expert advice in plain, non-technical language Every farmer should keep in touch with his Department, and obtain the advice it is able to give, by reading—



SUBSCRIPTIONS in the Union, South West Africa, Bechuanaland Protectorate, Southern and Northern Rhodesia, and Mozambique: 5s. per annum, post free (otherwise 7s. 6d. per annum).

Subscriptions may be posted direct to the Government Printer, Pretoria, or handed in at any Post Office.

FARMING IN SOUTH AFRICA

Leesstof vir Boere!

Die Departement van Landbou, Pretoria, publiseer die volgende blad (in Afrikaans en Engels) in belang van boere in die besonder, en van die landboubedryf in die algemeen—

BOERDERY in Suid-Afrika

'n Maandblad bevattende kort, praktiese artikels, spesiaal bedoel vir boere wat goeie, deskundige advies verlang en geskryf in eenvoudige, nie-tegniese taal Elke boer behoort met sy Departement in voeling te bly en die advies te verkry wat dit in staat is om te gee, deur middel van—



INTEKENGELD in die Unie, Suidwes-Afrika, Betsjoeanaland Protektoraat, Suid- en Noord-Rhodesië en Mozambique: 5s. per jaar, posvry (andersins 7s. 6d. per jaar).

Intekengeld kan direk aan die Staatsdrukker, Pretoria, gepos word, of by 'n poskantoor ingehandig word.

BOERDERY IN SUID-AFRIKA