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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.

## GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

### DEPARTMENT OF LABOUR.

\* No. 1005.] [13 May 1955.  
INDUSTRIAL CONCILIATION ACT, 1937.

#### MOTOR INDUSTRY, CAPE.

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Motor Industry, shall be binding from the 15th day of May, 1955, and for the period ending the 4th October, 1955, upon the employers' organisation and the trade union which entered into the said agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 2 to 6 (inclusive), 8 to 11 (inclusive), 14 to 30 (inclusive) 32 to 34 (inclusive) and 36 to 40 (inclusive) of the said Agreement shall be binding from the 15th day of May, 1955, and for the period ending the 4th October, 1955, upon the other employers and employees engaged or employed in the said industry in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Stellenbosch, Paarl, Wellington, Somerset West (excluding the area occupied by the Cape Explosives Works, Limited, Somerset West), Beaufort West, Caledon, Ceres, Heidelberg (Cape), Malmesbury, Montagu, Piquetberg, Riversdale, Robertson, Swellendam, Victoria West, Bredasdorp, Carnarvon, Clanwilliam, Fraserburg, Hopefield Laingsburg, Ladismith, Namaqualand, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp, Williston, Worcester and Calvinia; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Stellenbosch, Paarl, Wellington, Somerset West (excluding the area occupied by the Cape Explosives Works, Limited, Somerset West), Beaufort West, Caledon, Ceres, Heidelberg (Cape), Malmesbury, Montagu, Piquetberg, Riversdale, Robertson, Swellendam, Victoria West, Bredasdorp, Carnarvon, Clanwilliam, Fraserburg, Hopefield, Laingsburg, Ladismith, Namaqualand, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp, Williston, Worcester and Calvinia, and from the 15th day of May, 1955, and for the period ending the 4th October, 1955, the provisions contained in clauses 2 to 6 (inclusive),

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

## GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

### DEPARTEMENT VAN ARBEID.

\* No. 1005.] [13 Mei 1955.  
NYWERHEID-VERSOENINGSWET, 1937.

#### MOTORNYWERHEID, KAAP.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hierby verskyn en op die Motornywerheid betrekking het, vanaf die 15de dag van Mei 1955 en vir die tydperk wat op die 4de dag van Oktober 1955 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 2 tot en met 6, 8 tot en met 11, 14 tot en met 30, 32 tot en met 34 en 36 tot en met 40 van genoemde Ooreenkoms vervat, vanaf die 15de dag van Mei 1955 en vir die tydperk wat op die 4de dag van Oktober 1955 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte die Kaap, Wynberg, Simonstad, Bellville, Stellenbosch, Paarl, Wellington, Somerset-Wes (met uitsondering van die gebied in beslag geneem deur die Cape Explosives Works, Ltd., Somerset-Wes), Beaufort West, Caledon, Ceres, Heidelberg (Kaap), Malmesbury, Montagu, Piketberg, Riversdal, Robertson, Swellendam, Victoria-Wes, Bredasdorp, Carnarvon, Clanwilliam, Fraserburg, Hopefield, Laingsburg, Ladismith, Namakwaland, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp, Williston, Worcester en Calvinia; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 2 tot en met 6, 8 tot en met 11, 14 tot en met 30, 32 tot en met 34 en 36, 37 en 39 van genoemde Ooreenkoms vervat, vanaf die 15de dag van Mei 1955 en vir die tydperk wat op die 4de dag van Oktober 1955 eindig, in die magistraatsdistrikte die Kaap, Wynberg, Simonstad, Bellville, Stellenbosch, Paarl, Wellington, Somerset-Wes (met uitsondering van die gebied in beslag geneem deur die Cape Explosives Works, Ltd., Somerset-Wes), Beaufort-wes, Caledon, Ceres, Heidelberg (Kaap), Malmesbury, Montagu, Piketberg, Riversdal, Robertson, Swellendam, Victoria-Wes, Bredasdorp, Carnarvon, Clanwilliam, Fraserburg, Hopefield, Laingsburg, Ladismith, Namakwaland, Prince

8 to 11 (inclusive), 14 to 30 (inclusive), 32 to 34 (inclusive) and 36, 37 and 39 of the said Agreement shall *mutatis mutandis* apply in respect of such persons in the said industry as are not included in the definition of the expression "employee", contained in section one of the said Act.

J. DE KLERK,  
Minister of Labour.

#### SCHEDULE

### THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY. (WESTERN PROVINCE REGION.)

#### AGREEMENT

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

The South African Motor Industry Employers Association (hereinafter referred to as "the employers" or the "employers' organisation"), of the one part, and

The Motor Industry Employees' Union of South Africa (hereinafter referred to as "the employees" or the "trade union") of the other part,  
being parties to the National Industrial Council for the Motor Industry.

#### 1. PERIOD OF OPERATION.

This Agreement shall come into operation on the 15th May, 1955, or on such date as the Minister may determine and shall remain in force until the 4th October, 1955, or for such period as the Minister of Labour may determine.

#### 2. SCOPE OF APPLICATION.

(1) Subject to the provisions of sub-clause (2) hereof, the terms of this Agreement shall be observed in Region WP, as defined herein, by all employers and employees in the Motor Industry who are members of the employers' organisation and trade union respectively; 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 Area A or £1,000 in other Areas shall not be regarded as employees for 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.

"Annexure B" means the form prescribed in Annexure B hereto or such other form as the 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 (WP)" means the Magisterial Districts of Bellville, the Cape, Paarl, Simonstown, Somerset West (excluding the area occupied by the Cape Explosives Works, Ltd., Somerset West), Stellenbosch, Wellington, Worcester and Wynberg.

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

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

"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 and/or one journeyman trimmer, 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.

Albert, Sutherland, Tulbagh, Vanrhynsdorp, Williston, Worcester en Calvinia, *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid wat nie by die woordomskriving van die uitdrukking „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

J. DE KLERK,  
Minister van Arbeid.

#### BYLAE.

### DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTOR- NYWERHEID (WESTELIKE PROVINSIE).

#### OOREENKOMS

gesluit en aangegaan ingevolge die bepalings van die Nywerheids-  
versoeningwet, 1937, tussen die

South African Motor Industry Employers Association

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

Motor Industry Employees' Union of South Africa

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

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

#### 1. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 15 Mei 1955 of op sodanige datum as wat die Minister van Arbeid vasstel en bly van krag tot 4 Oktober 1955 of vir sodanige tydperk as wat hy kan bepaal.

#### 2. BESTEK VAN TOEPASSING.

(1) Behoudens die bepalings van subklousule (2) hiervan, moet die bepalings van hierdie Ooreenkoms nagekom word in Streek WP, soos hierin omskryf, deur alle werkgewers en werknemers in die motornywerheid wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is; met dien verstande dat dit slegs op vakleerlinge van toepassing is vir sover dit nie met die bepalings van die Wet op Vakleerlinge strydig is nie.

(2) Werknemers, uitgesonderd werkwinkelwerknemers, wie se jaarlikse verdiense £1,250 in Gebied A, of £1,000 in ander gebiede oorskry, mag nie vir die toepassing van hierdie Ooreenkoms as werknemers beskou word nie. Vir die toepassing van hierdie subklousule omvat verdienste nie kommissie op verkope nie.

#### 3. WOORDOMSKRYWINGS.

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

„Wet” beteken die Nywerheids-versoeningwet, 1937.

„Aanhangel B” beteken die vorm voorgeskryf in Aanhangel B hiervan, of in sodanige ander vorm as 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 daar-kragtens geregistreer is.

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

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

„Gebied C (WP)” beteken die magistraatsdistrikte Carnarvon, Clanwilliam, Fraserburg, Hopefield, Ladismith, Laingsburg, Namakwaland, Prins Albert, Sutherland, Tulbagh, Vanrhynsdorp en Williston.

„Batterywerktuigkundige” beteken 'n werknemer in diens in 'n inrigting wat batterye herstel, bedien en/of vernuwe en wat batterijdefekte opspoor en/of batterye herstel, uitmekaarhaal, vervang, weer aanmekaarsit en/of weer isoleer.

„Inrigting vir die herstel, bediening en/of vernuwing van batterye” beteken 'n inrigting of gedeelte daarvan, uitgesonderd 'n inrigting vir die vervaardiging van batterye, wat batterijdefekte opspoor, batterye herlaai en herstel, en batterye en/of die onderdele daarvan weer inmekaarsit.

„Bakafstroper” beteken 'n werknemer wat, in 'n inrigting wat ten minste een vakman-verspuiters en/of een vakman-paneelmaker en/of een vakman-afwerker in diens het, kappe, bakke, stampers, modderskerms, deure, masjienkappe, verkoelers, rande, doppe, traliewerk, treeplanke, baklyswerk, vensterrame, sitplekke, lampe, binnepanele, sitoortrekke, vloerplanke en modderpanne afhaal en/of omruil.

„Uitkapper” beteken, ten opsigte van die vervaardiging van lossitplekke, 'n werknemer wat materiaal uittê, die buitelyne van artikels van patrone af met kryt afwerk en een of meer lae materiaal onder toesig van 'n snyer met die hand of masjien sny volgens die kriterie waarneem die patrone afgemerk is.

"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 templets 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.

"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 and/or for the lubricating and/or washing and/or polishing of motor vehicles.

"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—

- (a) has served an apprenticeship to a designated trade in accordance with the requirements of the Apprenticeship Act or in accordance with a written contract approved by the Regional Council; or
- (b) is in possession of a Grade A membership card issued by the Motor Industry Employees' Union of South Africa; or
- (c) has proved to the satisfaction of the 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 paragraph (b) of the definition of a labourer.

"Labourer" means—

- (a) 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 operations; 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;

- (b) 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 sump, differential and transmission when necessary, but only during the process

"Klerklike werknemer" beteken 'n werknemer wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk doen; maar uitgesonderd stoormanne en 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 Nywerheidsversoeningswet, 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 besoldiging wat aan 'n werknemer betaal word of aan hom verskuldig is (insluitende alle toelaes) wat op watter wyse ook al uit sy diens voortspuit.

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

"Ondervinding" beteken die totale tyd of tye diens wat 'n werknemer of by sy huidige of enige ander werkgewer gehad het in die besondere bedryf waarin hy in diens is, met dien 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 lossitplekoortrekkers 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 oortrekkers vaswerk.

"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 en/of die smeer en/of was en/of politoer van motorvoertuie.

"uurloon" beteken die weekloon voorgeskryf in klousule 25 van hierdie Ooreenkoms of die werklike weekloon wat betaal word (na gelang van die grootste) gedeel deur 46.

"vakman" beteken 'n werknemer wat—

- (a) 'n leertyd in 'n aangewese ambag deurgemaak het ooreenkomstig die bepalings van die Wet op Vakleerlinge of ooreenkomstig 'n skriftelike kontrak deur 'n streeksraad goedgekeur; of
- (b) in besit is van 'n lidmaatskapkaart graad A uitgereik deur die Motor Industry Employees' Union of South Africa; of
- (c) tot bevrediging van 'n streeksraad sy bevoegdheid in 'n erkende ambag bewys het en 'n skriftelike sertifikaat in hier voege besit.

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

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

"Arbeider" beteken—

- (a) 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, uitrustings en gerei skoonmaak; bottels of ander houers vir voorrade volmaak; tee of dergelike drankke 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; olielekke opspoor en moere en boutte aan oliebakke, ewenaar en transmissie vasdraai as dit nodig is, maar slegs wanneer geolie en gesmeer word.

- (b) 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 en/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

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 spraygun; 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 dismantling tyres from rims for vulcanising purposes; firing the furnace of any boiler and attending to the boiler; cleaning moulds and tyres; examining, cutting, stripping, skiving, buffing, cementing, building up and trimming tyres; fitting and removing curing tubes and/or air and/or steam bags and rims; inserting in and removing from moulds for the purpose of the repair, retreading, recapping, full capping and/or top capping of tyres; preparing and curing of punctures in inner tubes including the fitting and reseating of valves; 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 journeyman or apprentice; drilling holes in iron or other rough metal other than precision work; threading of bolts; filing of iron or other rough metal; rough cutting and punching of sheet iron by hand under the general direction of a journeyman or apprentice; holding up and carrying wood for machinist; cleaning castings; sorting metals; cleaning metal for resmelting; rough grinding; cutting iron with power hacksaw; 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 spring 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;

olie bedien; brandstoftanks volmaak; motorvoertuie parkeer; persele, uitrusting en gerei skoonmaak; bottels of ander houers vir voorrade volmaak; tee of dergelike drankte maak; kontant invorder; domkrag of hystoestel gebruik om motorvoertuie te lig of te laat sak; motore, voertuie en dele daarvan, diere, masjinerie, implemente, gereedskap en ander voorwerpe skoonmaak; voertuie open aflaai; 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 pakkies met kwas of spuit sjabloneer en/of merk; deure oop- of toemaak; kiste, bale en ander pakkies oop- of toemaak; 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; rantsone kook; klapperhaar en perdehaar uitpluis; masjinerie, met inbegrip van draaibanke en bogronde aste, olie en smeer; bandsmeermiddel aansit; afvalmotorvoertuie uitmekaarhaal; motore uitmekaarhaal, uitgesonderd vir herstelwerk; buitebande vir vulkanisering aan vellingen aansit en/of afhaal; vuurmaak in die stookoond van 'n stoomketel en die stoomketel bedien; gietvorms en buitebande skoonmaak; buitebande ondersoek, sny, afstrook, splits, opvryf, sement, opbou en afwerk; vulkaniseerbuisse en/of lug- en/of stoomsakke en vellingen aansit of verwyder; buitebande in vorms plaas of uithaal vir die doel van herstel, herversoling of versoling, volle versoling en/of topversoling; lekke in binnebande voorberei en heelmaak met inbegrip van die aansit en herbevestiging van ventiele; 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 en/of gelyk geskuur is; 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 materiaal boor, uitgesonderd fynboorwerk; draad aan boutte sny; yster of ander ruwe metaal vyl; plaatyster 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 saag; skroef en/of trap- en/of hand- en/of kragpers- en/of uitkeepwerk as werk met gestelde stempels gedoen word, uitgesonderd 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 weerstandswaaiing by herhaling met onderdele in spesiale stelmasjiene en/of skoorstukke op submonteerwerk; volgens gestelde stelmasjiene en/of stoppe skuinsny en sny; klinkmaels verhit en/of slaan; herhalingskroefsnij met die hand met stempelkoppe en/of tappe; in enemmel en/of verf indoop; senterboutte en klampe inmeekaarsit en aan vere aansit; oë aan hoofblaie van vere met stelmasjiene draai; afgehaalde vere vir herstelwerk uitmekaarhaal; U-boute, uitgesonderd 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 uitmekaarhaal; 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 batterieverbindings verhit en swart maak; lood warm maak; draad kaalmaak; gietels afwerk; koperbuisse vir batterykabels saag; rubberoogstukke aansit; boutte en moere aan batterykabels vasmaak; batterykabels skoonmaak en verf;

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

(f) in relation to brake and clutch linings manufacturing and damper reconditioning or 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.

“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, brake-drums, 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 and wherefrom such used spare parts are sold either alone or in conjunction with new spare parts and/or accessories.

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

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

(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, regsny en geiykskuur; klinknaels uithaal en rem- en koppelaarvoerings met handpers verwyder; verbinde 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 voerings laai en ontlai en bindmasjien bedien; verbinde remskoene toets; ruwe spuitwerk aan binnekant van remskoene; nommers in remskoene inslaan; opsluitpenne aan remskoene sit; gate met masjien volgens stoppe in rem- en koppelaarvoerings boor; herhalingsklinkwerk van voerings aan remskoene; skokbrekers met die hand of masjien uitmekaarhaal.

„Vervaardigingsinrigting” beteken 'n inrigting of gedeelte daarvan (uitgesonderd 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 of onderdele daarvan.

„Werktuigkundige se afstrop” beteken 'n werknemer in 'n inrigting waarin minstens een vakman-motorwerktuigkundige in diens is, wat onder toesig van so 'n vakman watertyppe 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 asieteenlamp afhaal en/of proppe van verkoelers aansit en/of die volgende afhaal: kappe, bakke, stampers, modderskerms, deure, masjienkappe, verkoelers, rande, doppe, traliewerk, treeplanke, baklyswerk, vensterrame, sitplekke, lampe, binnepanele, sitplekoortreкке, voor- en agtervere, spiraalvere, oliebakke, silinderkoppe van syklepmasjiene, remtrommels, vloerplanke, modderpanne, verwyderbare vliegwielmhulsels en/of die volgende verwyder maar dit nie geheel en al uitmekaar haal nie: voor- en agterasinrigtings, ratkaste, voorwielhanginrigting, stuurinrigting, en/of volledige masjiene nadat elektriese toebehore afgehaal is.

„motorsloopplek” beteken 'n inrigting waarin motorvoertuie uitmekaargehaal en gebruikte reserwedele 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 daarby hoort, hetsy so 'n verkoping gemaak word van persele wat verbonde is aan die gedeelte van 'n inrigting waarin motorvoertuie inmekaargesit of herstel word, of nie;
- (h) die besigheid van motorsloopplekke;
- (i) die besigheid van vervaardigingsinrigtings waarin motorvoertuigonderdele en/of reserwedele en/of toebehore en/of onderdele daarvan vervaardig word;
- (j) voertuigbakbou.

Vir die toepassing van hierdie woordskrywing, 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 (uitgesonderd stoom) of elektrisiteit en bedoel om persone en/of goed en/of vrage te trek en/of te vervoer en omvat sleepwaens en karavane, 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

"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 super structure 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 paragraphs (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 and normally producing metal and/or plastic goods of a different character on a substantial scale, or the sale of motor spare parts and accessories by assembly establishments from such establishments;
- (ii) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors except where carried on in establishments rendering similar service in respect of cars, motor lorries or motor trucks;
- (iii) the manufacture and/or maintenance and/or repair of—
  - (a) civil and mechanical engineering equipment and/or parts thereof whether or not mounted on wheels;
  - (b) agricultural equipment or parts thereof; or
  - (c) equipment designed for use in factories and/or workshops; provided that for the purpose of (a), (b) and (c) above, "equipment" shall not be taken to mean motor cars, motor lorries and/or motor trucks;
  - (d) motor vehicle 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, gear-boxes and back axles.

"Office, stores, sales and clerical employees," means 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 remounting 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 mud-guards, valances and panels to formers and templates.

"voertuigbakbou" beteken enigeen of almal van ondergenoemde werksaamhede uitgevoer in 'n inrigting vir die bou van voertuigbakke, maar omvat nie die bou van voertuigbakke wat deur monterinrigtings as deel van die inmeekaarsit 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 inmeekaarsit, 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 uitrus, toerus en afwerk;
- (f) sleepwaens bou, uitgesonderd die vervaardiging van wiele of aste daarvoor;
- (g) alle werksaamhede wat deel uitmaak of voortspruit uit die werksaamhede genoem in paragrawe (a), (b), (c), (d), (e) en (f).

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

- (i) Die vervaardiging van motorvoertuigonderdele en/of toebehoere 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 toebehoere deur monterinrigtings vanuit sulke inrigtings;
- (ii) die inmeekaarsit, opbou, toets, herstel, stel, nagaan, bedrading, spuitverf, verf, en/of vernuwing van landboutrekkers, 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 ondedele daarvan hetsy op wiele gemonteer of nie;
  - (b) landbouthoerusting of onderdele daarvan; of
  - (c) uitrusting bedoel vir gebruik in fabriek en/of werks-winkels; met dien verstande dat vir die toepassing van (a), (b) en (c) hierbo, dit nie beskou moet word dat uitrusting motorkarre, motorvragwaens en/of motortrokke beteken nie;
  - (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 aangelê is vir 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) monterinrigtings 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, uitgesonderd karavane en sleepwaens.

"Monteur van nuwe motorvoertuie" beteken 'n werknemer in 'n inrigting wat in verband met die inmeekaarsit van nuwe motorvoertuie, wiele, vere, stampers, treeplanke, vloerplanke, modderskerms, koplampe en masjienkappe affaal, uitpak en as dit nodig is, op hulle plek aansit; sulke dele soos dwarsstukke van onderstelle, asse, 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 agterasse ingooi.

"Kantoor-, stoor, 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 deur middel van vasbout en/of klink en/of puntsweising; leer, leerdoek en soortgelyke materiaal volgens leipatrone of patrone onder toesig van 'n vakman sny; verwyderbare kussingoottrekke en stiplekoottrekke met masjien by herhaling vassit; masjienafwerking van houtonderdele op bandsaag, afmeetsaag, skaafmasjien en spil volgens stelmasjien of stoppe; monteerwerk in besonderhede; met behulp van patrone afmerk en boor, sny en buig.

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

"Werkman graad C" beteken, ten opsigte van 'n inrigting vir die bou van voertuigbakke, 'n werknemer in so 'n inrigting wat op 'n herhalingsgrondslag modderskerms, rande en panele volgens vormstukke en patrone maak.

"Operative, Grade E," in relation to an auto electrical parts manufacturing establishment, 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; skimming armature commutators; polishing armatures; 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.

"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 panelbeater; 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 excluding primer, surfacer and finishing coats.

"Operative, Grade M," in relation to brake and clutch linings manufacturing and damper reconditioning or 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.

"Operative, Grade N," in relation to vehicle body building and manufacturing establishments, means an employee in such an establishment engaged mainly or exclusively in welding and/or brazing to jigs and/or to parts so formed and/or located as to obviate the need for a jig, where the metals are of the same thickness and the amperage or jet and filler rods used remain constant.

"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.

"Passenger Lift 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 solely 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 WP" means those areas defined as Area A (WP), Area B (WP) and Area C (WP).

"Regional Council" means the Western Province Regional Council (a committee appointed as such by the Council in terms of its Constitution) and whose address for the time being is P.O. Box 1946, Cape Town.

"Regional Secretary" means the Secretary of the Western Province Regional Council of the National Industrial Council for the Motor Industry and includes any official appointed to assist the Secretary.

"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.

"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:—

Blaaij en/of stroomwisselaarskryfies met outomatiese hidrouliese handperse uitpers; stroomwisselaars met behulp van stelmasjiene inmeekaarsit; spoel in ankerpleuwe plaas of wikkel; gleuwe met wie toemaak; stroomwisselaars soldeer; stroomwisselaars gelykskaaf; stroomwisselaars poleer; stroomwisselaars ondersny; stroomwisselaars en blaaij aan as vas-sit; spoelwikkelaar opstel; asse nagaan en toets; spoel vorm gee; draad in klosse met hand of masjiene opdraai; geleidings wat vooraf getoets en gemerk is, met stroomwisselaars verbind; drade in gietvorms insteek; lood in gietvorms ingiet en gietels vir batterijverbindings uit vorms uithaal; eindklemme aan kabels heg; eindklemme toedruk; kabelpunte in soldeersel insteek; eindklemme deurblaas.

"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 vinmetaalstoke 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.

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

Werk vir plaatmetaalwerker en paneelmaker vashou; soldeersel, sweiswerk en ou verf vyl van dele en omiggende dele waaraan herstelwerk gedoen word; skuurpapierwerk, stopverf aansit, vulsel, onderlae en stopverf skuur; in verband met die verf van motorvoertuie met die hand of masjiene 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 seilboek verf; verdofmateriaal of roeswerende lae aansit, maar nie grondlaag, belaaig of afwerklaag nie.

"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 hoofsilinders inmeekaarsit; wiel- en hoofsilinders toets.

"Werkman, graad N," beteken, ten opsigte van 'n inrigting vir die bou en vervaardiging van voertuigbakke, 'n werknemer in sodanige inrigting wat hoofsaaklik of uitsluitlik sweis- en/of hardsoldeerwerk verrig volgens setmate en/of volgens dele aldus gevorm en/of geplaas ten einde die behoefte van 'n setmaat uit te skakel indien die metale van dieselfde dikte is en die stroomsterkte of sproeier en die vulstange wat gebruik word, bestendig bly.

"Parkering en/of bewaring 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 passasierhyser" beteken 'n werknemer wat uitsluitlik of hoofsaaklik werksaam is met die bediening van 'n passasierhyser.

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

"Gekwalifiseer" beteken, ten opsigte van werknemers genoem in artikel 25 (E) van hierdie Ooreenkoms, werknemers wat minstens ondergenoemde tydperke van ondervinding het:—

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

"Streek WP" beteken daardie gebiede omskryf as Gebied A (WP), Gebied B (WP) en Gebied C (WP).

"Streeksraad" beteken die Streeksraad van die Westelike Provinsie ('n komitee as sodanig deur die Raad kragtens die bepalings van sy reglement aangestel) waarvan die adres Posbus 1946, Kaapstad, is.

"Streeksekretaris" beteken die Sekretaris van die Streeksraad van die Westelike Provinsie van die Nasionale Nywerheidsraad vir die Motornywerheid en omvat enige beaampte aangestel om die Sekretaris te help.

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

"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 repair and for the sale and/or supply of such implements, machinery, equipment or appliances or accessories or materials for use in connection with such implements, machinery, equipment or appliances, and who may deliver such new or repaired goods and collect moneys.

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

"Shift" means the 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.

"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.

"Timekeeper" means an employee who is mainly or exclusively engaged in the compilation of job labour costs, payroll preparation and clerical work connected with the labour force of any establishment.

"Traveller" means an employee who, 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" 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, his competency at the trade of vulcanising and who holds a written certificate from the Regional Council to that effect.

"Vulcaniser's operative" means a workshop employee other than a journeyman, vulcaniser, labourer, 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 the Regional Council, 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.

(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.

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

"Diensverkoop" beteken 'n werknemer wat hoofsaaklik implemente, masjinerie, uitrusting of toestelle olie, smeer, skoonmaak, stel of heelmaak 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.

"Diensverkoop, gekwalifiseer," beteken 'n diensverkoop met minstens drie jaar ondervinding.

"Diensverkoop, ongekwalifiseer" beteken 'n diensverkoop met minder as drie jaar ondervinding.

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

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

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

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

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

"Tydhouer" beteken 'n werknemer wat hoofsaaklik of uitsluitlik werk verrig in verband met die berekening 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.

"Ongekwalifiseer" beteken, ten opsigte van werknemers genoem in artikel 25 (E) van hierdie Ooreenkoms, werknemers wat minder ondervinding as die tydperk het wat vir gekwalifiseerde werknemers in hul onderskeie klasse vereis word.

"Vulkaniseerder" beteken iemand wat—

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

"Vulkaniseerder se werkman" beteken 'n werkwinkelwerknemer, uitgesonderd 'n vakman, vulkaniseerder, opsigter, stoorman, wat vulkaniseerwerk in 'n vulkaniseerinrigting doen.

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

"Werkwinkelwerknemer" beteken 'n werknemer vir wie lone 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.

(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) 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.

(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 the 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) subscription to the Motor Industry Employees' Union of South Africa in terms of clause 12 of this Agreement or to such other trade unions as may be approved by the 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 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.

(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 sertifikate wat uitgereik word, in volgorde nommer;
- (b) 'n kopie van elke uitgereikte sertifikaat hou; en
- (c) indien vrystelling aan 'n werknemer 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) Behoudens die bepalings van subklousule (2) van hierdie klousule moet alle verdienste weekliks of maandeliks, al na die geval, betaal word.

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

(b) Maandelikse werknemers moet die verdienste genoem in subklousule (1), in 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 verseelde koeverte wat op die buitekant aantoon die name van die werknemer, die naam van die werkgewer, 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 verlofbesoldiging kragtens klousule 14 (2) (c) van hierdie Ooreenkoms verskuldig is.

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

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

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

#### 6. TOEPASSING VAN OOREENKOMS.

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

#### 7. AGENTE.

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

## 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 Regional Secretary, a statement in the form of Annexure A to this Agreement.

(2) Every employer shall notify the Regional Secretary 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;
- (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 Regional Secretary;
- (e) a notice containing the starting and finishing times of each shift in the case of filing 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 available for inspection at all times and in the form prescribed by the regulations under the Act, an up to date 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 Regional Secretary, 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:—

| <i>Classes of Employees.</i>                                                                                     | <i>Contribution.</i> |
|------------------------------------------------------------------------------------------------------------------|----------------------|
| Journeyman ... ..                                                                                                | 9d. per week;        |
| Office, Stores, Sales and Clerical Employees,<br>Service Supply Salesmen, Storekeepers<br>and Timekeepers ... .. | 1s. per month;       |
| Other employees not specified above ... ..                                                                       | 3d. per week.        |

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).

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

(1) Every employer who is a member of the South African Motor Industry Employers 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 and shall forward the amount thus deducted with the form prescribed in Annexure B to the Regional Secretary not later than the tenth day of the month following the month to which the subscriptions relate.

(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 Regional Secretary 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 Major 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 remain in the employ of any employer who has ceased to be a member of the South African Motor Industry Employers Association.

## 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 'n opgawe in die vorm van Aanhangsel A van hierdie Ooreenkoms stuur.

(2) Elke werkgever moet die Sekretaris van die 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 sodanige verandering.

## 9. VERTONING VAN OOREENKOMS EN KENNISGEWINGS.

Elke werkgever vir wie hierdie Ooreenkoms bindend is, moet op 'n opvallende en maklik toeganklike plek op sy perseel ondergenoemde, wat duidelik gedruk moet wees 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 Nywerheid-versoeningswet voorgeskryf by regulasie 7 (5) van die Wet.
- (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.
- (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 te alle tye vir inspeksiedoeleindes 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, genoem in subklousule (1) van hierdie klousule, 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, uitgesonderd vakleerlinge, bydraes, soos in subklousule (2) hiervan gespesifiseer, aftrek. By hierdie bydraes aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en moet maand vir maand, maar op of voor die 10de van die maand na die maand waarop die bydraes betrekking het, die totale bedrag aan sodanige bydraes aan die Sekretaris van die Streeksraad stuur, onder dekking van en tesame met besonderhede in die vorm wat in Aanhangsel B van hierdie Ooreenkoms voorgeskryf word.

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

| <i>Klasse werknemers.</i>                                                                            | <i>Bydrae.</i> |
|------------------------------------------------------------------------------------------------------|----------------|
| Vakmanne ... ..                                                                                      | 9d. per week.  |
| Kantoor-, stoor-, verkoops- en klerklike werknemers, diensverkopers, stoormanne en tydhouders ... .. | 1s. per maand. |
| Ander werknemers nie hierbo genoem ... ..                                                            | 3d. per week.  |

(3) Ondanks die uitsluiting in subklousule (1), moet d'e name van alle vakleerlinge aangetoon word op die vorm genoem in voornoemde subklousule (1).

## 12. LEDEGELD VAN DIE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA EN DIE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS ASSOCIATION.

(1) Elke werkgever wat lid is van die South African Motor Industry Employers 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 verskuldig is en die bedrag aldus afgetrek saam met die vorm voorgeskryf in Aanhangsel B aan die Sekretaris van die Streeksraad op of voor die tiende dag van die maand stuur wat volg op die maand waarop die ledegeld betrekking het.

(2) Elke werkgever wat lid van die South African Motor Industry Employers Association is moet op of voor die tiende dag van elke maand, tensy hy die ledegeld regstreeks aan genoemde vereniging betaal het, een-twaalfde van sy jaarlikse bydrae wat aan genoemde vereniging verskuldig is, aan die Sekretaris van die 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 werkgever aanneem wat nie lid van die S.A. Motor Industry Employers' Association is nie of in diens bly van 'n werkgever wat opgehou het om lid te wees van die South African Motor Industry Employers 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.

(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 clause 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 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 (3) 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.

(e) If any of the paid public holidays referred to in clause 15 (1) of this Agreement fall on a working day 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.

(f) On the termination of the services of an employee who has qualified for annual leave in terms of this sub-clause but who has not been granted or has not taken his leave at the date of such termination, the employer shall pay him an amount of leave pay calculated in accordance with the provisions of sub-clause (2) (a) hereof.

(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.

(2) Bewys van lidmaatskap van die Motor Industry Employees' Union of S.A. is die voorlegging van 'n lidmaatskapkaartjie 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 klousule is nie van toepassing op werknemers vir wie lone in klousule 25 (E) van hierdie Ooreenkoms voorgeskryf word nie, ook nie op arbeiders, wagte, stoommanne, tydhouders, vakleerlinge, uitkappers, naaister-masjiniste, afstropers en werkmense nie, uitgesonderd werkmense 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 applikant so 'n weiering binne 21 dae daarvan by die Raad aangemeld het.

(4) Elke lid van die genoemde vakvereniging moet by diens-aanvaarding die verwyderbare gedeelte van sy lidmaatskapkaart aan die werkgever oorhandig wat deur die werkgever gehou moet word solank die werknemer in sy diens bly. Wanneer die werknemer die werkgever verlaat, moet die werkgever 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 die bepalinge van hierdie klousule onmiddellik in werking tree.

#### 14. JAARLIKSE VERLOF.

(1) Behoudens 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 verlof met besoldiging 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 werkgever, en werknemers wat 'n vyfdaagse week werk, kwalifiseer vir die verlof na voltooiing van 256 volle skofte (met uitsluiting van oortyd) by dieselfde werkgever, van die datum van indiensneming af of van die datum af waarop die jongste verlof verskuldig was, na gelang van die jongste datum.

OPMERKING.—Vir die toepassing 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 werkgever gewerk is.

(b) Werknemers wat by die maand betaal word, kwalifiseer vir die verlof na voltooiing van 12 maande ononderbroke diens by dieselfde werkgever van die datum van indiensneming af of van die datum af waarop die vorige verlof verskuldig was, na gelang van die jongste datum.

(c) Die werkgever moet die tyd vasstel wanneer die verlof geneem moet word, maar as die werkgever nie eerder aan 'n werknemer sy verlof toegestaan 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 genoem in paragraaf (a) hiervan of 12 maande aanenlopende diens in die geval van werknemers genoem in paragraaf (b) hiervan.

(d) Behoudens subklousules (3) en (8) hiervan moet verloffbesoldiging betaal word teen die tarief wat die werknemer ontvang het of reg gehad het om te ontvang (na gelang van die grootste) op die datum waarop hy met sy jaarlikse verlof vertrek het en dit aan hom deur die werkgever betaal word wanneer sy verlof begin.

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

(f) By die beëindiging van die dienste van 'n werknemer wat kragtens hierdie subklousule op jaarlikse verlof geregtig geword het maar wie se verlof nie toegestaan is nie of wat dit op die datum van sodanige beëindiging nie aanvaar het nie, moet die werkgever hom 'n bedrag aan verloffbesoldiging ooreenkomstig die bepalinge van subklousule (2) (a) hiervan betaal.

(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 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 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 office, stores, sales and clerical employees and/or those from 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 Regional Secretary 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 Regional Secretary, 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 grant the employee his annual leave within two months after his completion of the number of shifts or 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 or where before it is granted the employee's services are terminated, 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 a week in advance for the amount paid to such 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) the Regional Secretary shall place all amounts received on behalf of holiday leave pay in a special account operated by the Regional Council 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;
- (vi) holiday leave pay in the possession of the Regional Council and unclaimed after the expiry of three years from the date of receipt, shall be forfeit to the Regional Council;
- (viii) the cost of administering the special account referred to in paragraph (v) hereof shall be borne by the Regional Council which may, at its discretion, invest any of the funds on hand with an approved bank and/or building society and any interest accruing from such investment shall be retained by such Regional Council towards the costs of administration of the aforesaid special account.

(c) In the case of office, stores, sales and clerical employees and those 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.

(3) Where an employee deserts his employment, he shall in respect of such employment, forfeit 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 the 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 fourteen 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.

(2) (a) Behoudens die bepalinge van subklousule (3) van hierdie klousule het 'n werknemer wat daarop geregtig is om vir verlof in aanmerking te kom en wat uit sy diens ontslaan word of dit verlaat voordat hy die getal kwalifiseerskifte of -dienstyd voltooi het, reg op—

- (i) in die geval van 'n werknemer op wie die bepalinge van subklousule (1) (a) hiervan van toepassing is, 3/52stes van 'n week se besoldiging vir elke vyf volle skifte gewerk in 'n inrigting met 'n vyfdaagse week of ses vol skifte gewerk in 'n inrigting met 'n week van 5½ dae, van die datum af waarop hy by die werkgever begin werk het of van die datum af waarop sy laaste jaarlikse verlof verskuldig geword het, na gelang van die jongste datum;
- (ii) in die geval van 'n werknemer op wie die bepalinge van subklousule (1) (b) van toepassing is, op 3/52stes van 'n week se besoldiging vir elke week waarin hy minstens vyf dae gewerk het van die datum af waarop hy by die werkgever begin werk het of van die datum af waarop sy jongste jaarlikse verlof verskuldig geword het, na gelang van die jongste datum.

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

- (i) 'n Bedrag gelyk aan dié waarop die werknemer geregtig is, moet onmiddellik na beëindiging van die werknemer se diens deur die werkgever aan die Sekretaris van die Streeksraad gestuur word;
- (ii) wanneer 'n werkgever 'n betaling doen kragtens paragraaf (i) hiervan, moet hy 'n verlofbesoldigingsorder in drievoud uitmaak in die vorm voorgeskrif in Aanhangsel C van hierdie Ooreenkoms, en een kopie aan die Sekretaris van die Streeksraad stuur, een kopie aan die betrokke werknemer oorhandig, en een kopie self hou;
- (iii) geen sodanige werknemer mag sy verlofkrediet in kontant van sy werkgever aanneem nie. Dié werknemer moet by diensaanvaarding by 'n ander werkgever die kopie van die hieringenoemde verlofbetalingsorder aan daardie werkgever oorhandig en dié werkgever moet die werknemer sy jaarlikse verlof toestaan binne twee maande na die beëindiging van die getal skifte of dienstyd wat hom in aanmerking sou laat kom het vir jaarlikse verlof ingevolge subklousule (1) hiervan asof hy vir dieselfde werkgever gewerk het;
- (iv) wanneer sodanige werknemer se verlof, verskuldig ingevolge die bepalinge van die voorgaande paragraaf, toegestaan is, of as die werknemer se diens beëindig word voordat die verlof toegestaan is, moet sy werkgever die bedrag van die verlofbesoldiging wat dan aan hom verskuldig is en bereken is volgens die bepalinge van subklousule (2) (a) hiervan, aan hom betaal en die werknemer moet 'n week vooruit by die 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 wat in paragraaf (ii) hiervan genoem word;
- (v) die Sekretaris van die Streeksraad moet alle bedrae wat vir vakansieverlofbesoldiging ontvang is, op 'n spesiale rekening plaas waarop die Streeksraad trek en moet die bedrag wat ten opsigte van 'n werknemer ontvang is, aan die werknemer betaal wanneer hy vir die besoldiging 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 Streeksraad;
- (vi) verlofbetaling in besit van die Streeksraad 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 die Streeksraad 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 sodanige Streeksraad gehou word ter bestryding van die administrasiekoste van voornoemde spesiale rekening.

(c) In die geval van kantoor-, stoor-, verkoops- en klerklike werknemers en dié werknemers vir wie lone van £3 per week of minder in hierdie Ooreenkoms voorgeskrif word, moet die bedrag wat aan hulle verskuldig is kragtens subklousule (2) (a) hiervan regstreeks aan hulle deur die werkgevers betaal word en geeneen van die bepalinge van paragraaf (b) van hierdie subklousule is op sulke werknemers van toepassing nie.

(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 ooploop het in dié mate waarin dit nodig is ten einde aan die bepalinge van klousule 36 (2) en (3) van hierdie Ooreenkoms te voldoen, en soveel van die bedrag wat ingevolge subklousule (2) (b) hiervan aan die Streeksraad betaal is, as wat nodig is om die verbeuring te dek, moet deur sodanige Streeksraad aan die betrokke werkgever terugbetaal word; met dien verstande dat aansoek om sodanige terugbetaling deur die werkgever 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 ooploop het, betaalbaar aan sy boedel of aan homself, na gelang van die geval.

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

(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 unless otherwise provided in any incentive bonus agreement entered into in terms of clause 34 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.

#### 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 employee referred to in clause 14 (2) (c) of this Agreement and apprentices 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.

#### 16. 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—

- (a) any period during which, in accordance with the requirements of his employer, he is present upon or in any establishment;
- (b) any other period during which he is present upon or in any such establishment;
- (c) any period during which he is in charge of any vehicle used in the Industry, whether or not it is being driven;
- (d) the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or
- (e) 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 paragraphs (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.

(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 verlof-tyd uitoefen nie.

(7) Vir die toepassing 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, moet ondergaan;
- (c) op las of op versoek van sy werkgever afwesig is;
- (d) van die werk afwesig is weens siekte of ongeluk wat in 'n jaar 'n totaal van hoogstens 30 dae bedra.

(8) Vir die toepassing van hierdie klousule beteken „besoldiging” die voorgeskrewe basiese of werklike loon (na gelang van die grootste), plus enige weeklikse of maandelikse bonus wat deel uitmaak van die gewone weeklikse of maandelikse besoldiging, tensy andersins bepaal in enige aansporings-bonusooreenkoms wat kragtens klousule 34 aangegaan is, en, uitgesonderd in die geval van vakmanne, lewenskostetoelae.

(9) Uitgesonderd soos elders in hierdie Ooreenkoms bepaal, mag geen aftrekkings van verlofbesoldiging gemaak word op grond van geid wat aan die werkgever verskuldig is nie.

#### 15. BESOLDIGING VIR OPENBARE VAKANSIEDAE.

(1) Ingeval Goeie Vrydag, Geloftedag, Kersdag, Tweede Kersdag of Nuwejaarsdag binne 'n werknemer se gewone werksweek val en die werknemer nie op so 'n dag werk n.e. moet sy werkgever hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens dié 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 klousule genoem word, moet sy werkgever 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 daarna tweemaal soveel op so 'n dag.

(3) As 'n werkgever sy inrigting op enigen van enige wetlike openbare vakansiedae wil sluit, uitgesonderd dié genoem in subklousule (1) van hierdie klousule, moet hy—

- (a) die werknemers genoem in klousule 14 (2) (c) van hierdie Ooreenkoms, en vakleerlinge 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 vertoon het waarop die tyd genoem word waarin werknemers, uitgesonderd 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-vyftde van die voorgeskrewe weeklikse lewenskostetoelae.

(4) As die werkgever 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) Ondanks enigiets in hierdie klousule moet verlof met volle besoldiging op statutêre openbare vakansiedae toegestaan word aan alle werknemers vir wie lone in klousule 25 (E) voorgeskryf word.

#### 16. VERONDERSTELLING.

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

- (a) enige tyd wanneer hy, ingevolge die vereistes van sy werkgever, op of in 'n inrigting aanwesig is;
- (b) enige ander tyd wanneer hy op of in 'n inrigting aanwesig is;
- (c) enige tyd wanneer hy toesig het oor 'n voertuig wat in die nywerheid gebruik word, hetsy dit bestuur word of nie;
- (d) 'n hele pouse in sy werk as hy nie verlof het om die perseel van sy werkgever vir die hele pouse te verlaat nie; of
- (e) 'n hele pouse in sy werk as die duur van die pouse nie aangetoon word in die registers wat ingevolge klousule 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 werkgever gewerk het, die veronderstelling soos in hierdie subklousule bepaal, nie ten opsigte van dié werknemer met betrekking tot daardie tyd van toepassing is nie.

## 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 from establishments, other than accessory shops, as are required in the case of emergency or breakdown to replace defective equipment necessary to enable a motorist to proceed.

## 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;
- (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 residence 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; or
  - (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.

## 17. BESIGHEIDSURE.

(1) Behoudens die bepaling van klousule 31 mag geen werkgewer 'n inrigting of daardie gedeelte waarin hy enigeen van die werksaamhede verrig wat genoem word in paragrawe (a), (b) en (d) van die hoofwoordskrywing van „motornywerheid” in hierdie Ooreenkoms, 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 enige Sondag;

ook mag hy nie, uitgesonderd in geval van nood, enigeen van genoemde werksaamhede gedurende die verbodstydperke in hierdie subklousule vasgestel, verrig of laat verrig nie.

(2) Geen werkgewer 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 enige Sondag of openbare vakansiedag;
- (b) voor 8 vm. op enige 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 toebehore of onderdele uit ander inrigtings as toebehorewinkels verbied, wat nodig is in noodgevalle of met die onklaar-raking van motors met die doel om defekte uitrusting te vervang wat nodig is om 'n motoris toe te laat om sy reis voort te sit nie.

## 18. REISTOELAES.

(1) 'n Werknemer, uitgesonderd '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 eger hoogstens een dag se besoldiging 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) 'n tweedeklas-retoerkaartjie as hy per trein reis en terugbetaling van die prys van sy etes en bed op die trein;
- (iv) terugbetaling van los'es 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 reëlings 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 onderhoudstoelaes 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 vervoermiddel uitgesonderd sy eie 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 ter uitvoering van sy pligte.

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

(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) Every employer shall in respect of each of his journeymen and apprentices and each employee whom he requires to wear a uniform, overall, dust coat or apron, either—

- (i) supply free of charge a minimum of two such garments per year to each such employee; or
- (ii) in lieu thereof, at the option of the employer concerned, pay each such employee an overall allowance of 1s. 6d. per week in addition to his normal remuneration.

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

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

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

#### 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) where the Index Number is in excess of 1815, such wage shall for each complete five points of such excess be increased by the employer by not less than 7d. per week;
- (ii) where the Index number is less than 1815 but not less than 1600, the employer shall pay not less than such wage;
- (iii) where the Index Number is less than 1600, the employer may for each complete five points below 1600 reduce such wage by not more than 7d. per week, provided however, that such wage shall not at any time be reduced below £8. 10s. in Area A or £7. 10s. in Areas B and C.

(b) Any adjustment necessary in terms of paragraph (a) hereof shall be made with effect from the second month after that to which the index number relates and as from the day after the pay-day nearest to the sixteenth of that month.

(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 1,000 points and published in the *Government Gazette*, due regard being had to the fact that the 1938 basis of calculation has been altered from 1,000 to 100.

(2) All employees, other than journeymen 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 journeyman 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.

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

#### 19. OORPAKTOELAES.

(1) Elke werkgever moet vir iedereen van sy vakmanne, vakleerlinge en elke werknemer van wie hy vereis dat hy 'n uniform, oorpak, stofjas of voorskoot moet dra, of—

- (i) kosteloos minstens twee sulke kledingstukke per jaar verskaf; of
- (ii) in plaas daarvan, soos die betrokke werkgever verkies, aan elke werknemer 'n oorpaktoelae van 1s. 6d. per week bo en behalwe sy gewone besoldiging betaal.

(2) Die toelae wat kragtens subklousule (1) hiervan betaalbaar is, moet saam met die werknemer se gewone verdienste betaal word.

(3) As 'n werknemer wat kragtens hierdie klousule reg het op die betaling van 'n toelae, minder as drie volle dae, of 25½ uur, na gelang van die minste, in een week werk, het hy nie reg op 'n oorpaktoelae nie.

(4) Enige kledingstuk wat kragtens hierdie klousule uitgereik word, bly die eiendom van die werkgever.

#### 20. LEWENSKOSTETOELAES.

(1) (a) Die loon wat vir vakmanne in klousule 25 (A) van hierdie Ooreenkoms voorgeskryf word, sluit in alle lewenskostoeloes wat ingevolge die bepaling van Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, betaalbaar is; met dien verstande dat—

- (i) as die indekssyfer hoër as 1815 is, die loon vir elke vyf volle punte bo 1815, deur die werkgever met minstens 7d. per week verhoog moet word;
- (ii) as die indekssyfer minder as 1815 is, maar nie minder as 1600 nie, die werkgever nie minder as sodanige loon mag betaal nie;
- (iii) as die indekssyfer minder as 1600 is, die werkgever vir elke vyf volle punte onder 1600 sodanige loon met hoogstens 7d. per week kan verminder, met dien verstande egter dat sodanige loon nie te eniger tyd tot minder as £8. 10s. vir die A-gebied en £7. 10s. vir die B- en C-gebiede verminder mag word nie.

(b) Enige aanpassings wat ingevolge paragraaf (a) hiervan nodig is, moet van krag wees vanaf die tweede maand na dié waarop die indekssyfer betrekking het, en vanaf die dag na die betaaldag wat naaste aan die 16de van die maand is.

(c) „Indekssyfer” beteken die beswaarde gemiddelde indeks betreffende voedsel, brandstof, ligte, huur en diverse vir die nege vermaamste 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 *Staatkoerant* 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, uitgesonderd vakmanne, ten opsigte van elke maand, week of dag of gedeelte van 'n maand, week of dag, al na die geval, 'n lewenskostoelae betaal word ooreenkomstig die bepalings van Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig.

(3) Behoudens die bepalings van klousule 15 (3) van hierdie Ooreenkoms mag die lewenskostoelae 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 werkgever se toestemming, tensy die afwesigheid die gevolg is van 'n ongeluk of siekte binne die bestek van die Ongevallewet, in welke geval geen vermindering van die werknemers, uitgesonderd 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, uitgesonderd 'n vakman, minder as die lewenskostoelae vir 'n dag betaal mag word as hy op daardie dag gewerk het nie, ongeag die tyd gewerk.

(4) 'n Werkgever 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 werkgever 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 van 'n lewenskostoelae 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 ontnem word nie.

## 21. BICYCLE ALLOWANCE.

(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.

## 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  $\frac{1}{8}$  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 fault-finding 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, if he requires them to supply their own tools, pay each of his journeymen and each of his apprentices during the fourth and fifth years of their apprenticeship contracts, a tool allowance of 2s. 6d. per week in addition to their normal remuneration.

(b) The tool allowance shall be paid at the same time as the employee's wages are paid and save as provided in 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 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 in respect of that week.

## 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.

(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.

## 21. FIETSTOELAE.

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

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

## 22. VERSKAFFING VAN GEREEDSKAP.

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

Elektriese en/of lugdrukboormasjiene, banke en bank-skroewe, domkragte en bokke, slypstene, katrolle en/of hystoestelle of krane, ghriesspuite of ander smeertoestelle, verlengingsligte met hoogstens een gloeilamp per maand, poets- of sweetlappe, middels om vetterige dele mee skoon te maak, lemme vir ystersae, vyle van 8 duim en langer, sleë vir werktuigkundiges, sweisbrille vir sweisers, rubberhandskoene en -voorskote, naaimasjiene vir bekleërs, bout-uithalers, bore van oor  $\frac{1}{8}$  duim, ruimers van alle groottes, skroefsnijgereedskap, blaaslampe, alle spesiale skroefslutels, hamers van 3 lb. en groter, Stillson-moerslutels van oor 12 duim, wringysters, groot soldeerboute, klinknaelstels, klepbeddingsnyers, klepslyppasta, mikrometers, hidrometers, en toestelle wat gebruik word vir elektrotegniese toetse en die opsporing van defekte, grofsmidgereedskap en alle ander gereedskap wat gewoonlik deur werkgevers verskaf word.

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

(3) (a) As 'n werkgever van sy vakmanne en sy vakleerlinge eis dat hulle hul eie gereedskap verskaf, moet hy aan elkeen van sy vakmanne, en aan elkeen van sy vakleerlinge gedurende die 4de en 5de jaar van hul leertyd, 'n gereedskaptoelae van 2s. 6d. per week, benewens hul gewone besoldiging betaal.

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

(c) Elke werkgever moet op 'n plek in sy inrigting wat maklik toeganklik vir sy werknemers is, 'n kennisgewing laat opklap wat deur die 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 herstel.

(e) As 'n vakman versuim om sulke gereedskap te vervang, te hernu of te herstel, het die werkgever die reg om betaling van die gereedskaptoelae wat by paragraaf (a) hiervan 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 gereedskaptoelae kragtens hierdie klosule, minder as drie volle dae of 25½ uur, na gelang van die minste, in een week werk, het hy nie reg op 'n gereedskaptoelae nie.

## 23. BUITEWERK.

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

(2) Geen werknemer mag—

(a) werk in die motornywerheid vir wins of anderwins uitgesonderd vir sy werkgever, sollisiteer, bestellings daarvoor neem of dit onderneem nie;

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

## 24. STUKWERK.

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

(2) As stukwerk onderneem word, moet 'n werknemer wat aldus werk, die volle bedrag deur hom verdien volgens die stukwerk-skaal, waaroor tussen hom en sy werkgever 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. WAGES.

The minimum wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out in the following wage schedules and no employee shall accept a wage lower than that specified for his class:—

(Note.—In the case of monthly paid employees, the minimum wage shall be four and one third times the amount specified in these schedules.)

A.—WORKSHOP EMPLOYEES.

|                                                                                                                                                                                                                                                                                                                 | Wages per Week. |       |              |       |              |       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------|--------------|-------|--------------|-------|
|                                                                                                                                                                                                                                                                                                                 | Areas.          |       |              |       |              |       |
|                                                                                                                                                                                                                                                                                                                 | A.<br>(W.P.)    |       | B.<br>(W.P.) |       | C.<br>(W.P.) |       |
|                                                                                                                                                                                                                                                                                                                 | £               | s. d. | £            | s. d. | £            | s. d. |
| Journeymen, including Vulcanisers<br>(in all establishments).....                                                                                                                                                                                                                                               | 11              | 10 0  | 10           | 10 0  | 10           | 10 0  |
| Battery Mechanics.....                                                                                                                                                                                                                                                                                          | 5               | 7 4   | 4            | 15 10 | 3            | 12 10 |
| Body and Mechanic's Strippers—<br>During first three months of<br>experience.....                                                                                                                                                                                                                               | 2               | 6 0   | 2            | 6 0   | 2            | 6 0   |
| Thereafter.....                                                                                                                                                                                                                                                                                                 | 2               | 17 6  | 2            | 17 6  | 2            | 17 6  |
| Cutters—<br>During first year of experience                                                                                                                                                                                                                                                                     | 1               | 6 9   | 1            | 6 9   | 1            | 6 9   |
| During second year of experience                                                                                                                                                                                                                                                                                | 2               | 4 0   | 2            | 4 0   | 2            | 4 0   |
| During third year of experience                                                                                                                                                                                                                                                                                 | 4               | 0 6   | 4            | 0 6   | 4            | 0 6   |
| Thereafter.....                                                                                                                                                                                                                                                                                                 | 7               | 9 6   | 7            | 9 6   | 7            | 9 6   |
| New Motor Vehicle Assemblers..                                                                                                                                                                                                                                                                                  | 3               | 12 10 | 3            | 1 4   | 3            | 1 4   |
| Storekeepers and/or Timekeepers:<br>Wages as prescribed for male<br>clerical employees in E hereof.<br>Juveniles employed in trades<br>designated under the Apprentice-<br>ship Act, during pre-apprentice-<br>ship period: Wages as prescribed<br>for first year of apprenticeship for<br>the trade concerned. |                 |       |              |       |              |       |
| Choppers Out—<br>During first year of experience                                                                                                                                                                                                                                                                | 1               | 16 5  | 1            | 16 5  | 1            | 16 5  |
| During second year of experience                                                                                                                                                                                                                                                                                | 2               | 6 0   | 2            | 6 0   | 2            | 6 0   |
| During third year of experience                                                                                                                                                                                                                                                                                 | 2               | 17 6  | 2            | 17 6  | 2            | 17 6  |
| During fourth year of experience                                                                                                                                                                                                                                                                                | 3               | 9 0   | 3            | 9 0   | 3            | 9 0   |
| Thereafter.....                                                                                                                                                                                                                                                                                                 | 4               | 0 6   | 4            | 0 6   | 4            | 0 6   |
| Operatives, Grade A—<br>During first three months of<br>experience.....                                                                                                                                                                                                                                         | 3               | 9 0   | 3            | 9 0   | 3            | 9 0   |
| Thereafter.....                                                                                                                                                                                                                                                                                                 | 4               | 0 6   | 4            | 0 6   | 4            | 0 6   |
| Operatives, Grade B—<br>During first three months of<br>experience.....                                                                                                                                                                                                                                         | 2               | 17 6  | 2            | 17 6  | 2            | 17 6  |
| Thereafter.....                                                                                                                                                                                                                                                                                                 | 3               | 9 0   | 3            | 9 0   | 3            | 9 0   |
| Operatives, Grade C—<br>During first three months of<br>experience.....                                                                                                                                                                                                                                         | 4               | 12 0  | 4            | 12 0  | 4            | 12 0  |
| Thereafter.....                                                                                                                                                                                                                                                                                                 | 5               | 5 5   | 5            | 5 5   | 5            | 5 5   |
| Operatives, Grades E and G—<br>During first three months of<br>experience.....                                                                                                                                                                                                                                  | 2               | 2 2   | 2            | 2 2   | 2            | 2 2   |
| Thereafter.....                                                                                                                                                                                                                                                                                                 | 2               | 6 0   | 2            | 6 0   | 2            | 6 0   |
| Operatives, Grade L.....                                                                                                                                                                                                                                                                                        | 2               | 4 1   | 1            | 13 10 | 1            | 8 10  |
| Operatives, Grade M—<br>During first three months of<br>experience.....                                                                                                                                                                                                                                         | 1               | 18 4  | 1            | 18 4  | 1            | 18 4  |
| Thereafter.....                                                                                                                                                                                                                                                                                                 | 2               | 2 2   | 2            | 2 2   | 2            | 2 2   |
| Operatives, Grade N.....                                                                                                                                                                                                                                                                                        | 5               | 15 0  | 5            | 15 0  | 5            | 15 0  |
| Seamstress Machinists—<br>During first six months of ex-<br>perience.....                                                                                                                                                                                                                                       | 1               | 6 10  | 1            | 6 10  | 1            | 6 10  |
| During second six months of<br>experience.....                                                                                                                                                                                                                                                                  | 1               | 10 8  | 1            | 10 8  | 1            | 10 8  |
| During third six months of<br>experience.....                                                                                                                                                                                                                                                                   | 1               | 12 7  | 1            | 12 7  | 1            | 12 7  |
| During fourth six months of<br>experience.....                                                                                                                                                                                                                                                                  | 1               | 16 5  | 1            | 16 5  | 1            | 16 5  |
| Thereafter.....                                                                                                                                                                                                                                                                                                 | 2               | 2 2   | 2            | 2 2   | 2            | 2 2   |
| Service Supply Salesmen, Qualified                                                                                                                                                                                                                                                                              | 8               | 13 1  | 8            | 13 1  | 8            | 13 1  |
| Service Supply Salesman, Unquali-<br>fied—<br>During first year of experience                                                                                                                                                                                                                                   | 5               | 3 10  | 5            | 3 10  | 5            | 3 10  |
| During second year of experience                                                                                                                                                                                                                                                                                | 6               | 6 11  | 6            | 6 11  | 6            | 6 11  |
| During third year of experience                                                                                                                                                                                                                                                                                 | 7               | 10 0  | 7            | 10 0  | 7            | 10 0  |
| Vulcaniser's Operatives.....                                                                                                                                                                                                                                                                                    | 2               | 2 2   | 2            | 2 2   | 2            | 2 2   |

C.—SERVICE ATTENDANTS AND LABOURERS.

|                         | Wages per Week. |       |              |       |              |       |
|-------------------------|-----------------|-------|--------------|-------|--------------|-------|
|                         | Areas.          |       |              |       |              |       |
|                         | A.<br>(W.P.)    |       | B.<br>(W.P.) |       | C.<br>(W.P.) |       |
|                         | £               | s. d. | £            | s. d. | £            | s. d. |
| Service Attendants..... | 2               | 6 0   | 1            | 10 8  | 1            | 10 8  |
| Labourers.....          | 2               | 0 3   | 1            | 10 0  | 1            | 5 0   |
| Juvenile Labourers..... | 1               | 0 0   | 0            | 15 0  | 0            | 15 0  |

25. LONE.

Die minimum loon wat deur 'n werkgever aan elkeen van sy werknemers van die ondergenoemde klasse betaal moet word, is soos in die volgende loonskedules uiteengesit, en geen werknemer mag 'n loon wat minder is as dié wat vir sy klas vasgestel is, aanneem nie.

(L.W.—In die geval van maandeliks besoldigde werknemers is die minimum loon 4½ maal die bedrag wat in hierdie skedules gespesifiseer word.)

A.—WERKWINKELWERKNEMERS.

|                                                                                                                                                                                                                                                                                                          | Lone per week. |       |              |       |              |       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------|--------------|-------|--------------|-------|
|                                                                                                                                                                                                                                                                                                          | Gebiede.       |       |              |       |              |       |
|                                                                                                                                                                                                                                                                                                          | A.<br>(W.P.)   |       | B.<br>(W.P.) |       | C.<br>(W.P.) |       |
|                                                                                                                                                                                                                                                                                                          | £              | s. d. | £            | s. d. | £            | s. d. |
| Vakmanne, insluitende vulkani-<br>seerders (in alle inrigtings).....                                                                                                                                                                                                                                     | 11             | 10 0  | 10           | 10 0  | 10           | 10 0  |
| Batterywerktuigkundiges.....                                                                                                                                                                                                                                                                             | 5              | 7 4   | 4            | 15 10 | 3            | 12 10 |
| Bakafstropers en werktuigkundige<br>se afstropers—<br>Gedurende die eerste drie maande<br>ondervinding.....                                                                                                                                                                                              | 2              | 6 0   | 2            | 6 0   | 2            | 6 0   |
| Daarna.....                                                                                                                                                                                                                                                                                              | 2              | 17 6  | 2            | 17 6  | 2            | 17 6  |
| Snyers—<br>Gedurende 1ste jaar ondervinding                                                                                                                                                                                                                                                              | 1              | 6 9   | 1            | 6 9   | 1            | 6 9   |
| Gedurende 2de jaar ondervinding                                                                                                                                                                                                                                                                          | 2              | 4 0   | 2            | 4 0   | 2            | 4 0   |
| Gedurende 3de jaar ondervinding                                                                                                                                                                                                                                                                          | 4              | 0 6   | 4            | 0 6   | 4            | 0 6   |
| Daarna.....                                                                                                                                                                                                                                                                                              | 7              | 9 6   | 7            | 9 6   | 7            | 9 6   |
| Monteurs van nuwe motorvoertuie                                                                                                                                                                                                                                                                          | 3              | 12 10 | 3            | 1 4   | 3            | 1 4   |
| Stoormanne en/of tydhouders: Lone<br>soos voorgeskryf vir manlike<br>klerklike werknemers in (E) hier-<br>van.<br>Jeugdiges in diens in bedrywe, in<br>die Wet op Vakleerlinge genoem,<br>gedurende die voorleertydperk:<br>Lone soos voorgeskryf vir die<br>eerste leerjaar vir die betrokke<br>bedryf. |                |       |              |       |              |       |
| Uitkappers—<br>Gedurende 1ste jaar ondervinding                                                                                                                                                                                                                                                          | 1              | 16 5  | 1            | 16 5  | 1            | 16 5  |
| Gedurende 2de jaar ondervinding                                                                                                                                                                                                                                                                          | 2              | 6 0   | 2            | 6 0   | 2            | 6 0   |
| Gedurende 3de jaar ondervinding                                                                                                                                                                                                                                                                          | 2              | 17 6  | 2            | 17 6  | 2            | 17 6  |
| Gedurende 4de jaar ondervinding                                                                                                                                                                                                                                                                          | 3              | 9 0   | 3            | 9 0   | 3            | 9 0   |
| Daarna.....                                                                                                                                                                                                                                                                                              | 4              | 0 6   | 4            | 0 6   | 4            | 0 6   |
| Werkmanne, Graad A—<br>Gedurende 1ste drie maande<br>ondervinding.....                                                                                                                                                                                                                                   | 3              | 9 0   | 3            | 9 0   | 3            | 9 0   |
| Daarna.....                                                                                                                                                                                                                                                                                              | 4              | 0 6   | 4            | 0 6   | 4            | 0 6   |
| Werkmanne, Graad B—<br>Gedurende 1ste drie maande<br>ondervinding.....                                                                                                                                                                                                                                   | 2              | 17 6  | 2            | 17 6  | 2            | 17 6  |
| Daarna.....                                                                                                                                                                                                                                                                                              | 3              | 9 0   | 3            | 9 0   | 3            | 9 0   |
| Werkmanne, Graad C—<br>Gedurende 1ste drie maande<br>ondervinding.....                                                                                                                                                                                                                                   | 4              | 12 0  | 4            | 12 0  | 4            | 12 0  |
| Daarna.....                                                                                                                                                                                                                                                                                              | 5              | 5 5   | 5            | 5 5   | 5            | 5 5   |
| Werkmanne, Grade E en G—<br>Gedurende 1ste drie jaar onder-<br>vinding.....                                                                                                                                                                                                                              | 2              | 2 2   | 2            | 2 2   | 2            | 2 2   |
| Daarna.....                                                                                                                                                                                                                                                                                              | 2              | 6 0   | 2            | 6 0   | 2            | 6 0   |
| Werkmanne, Graad L.....                                                                                                                                                                                                                                                                                  | 2              | 4 1   | 1            | 13 10 | 1            | 8 10  |
| Werkmanne, Graad M—<br>Gedurende 1ste drie maande<br>ondervinding.....                                                                                                                                                                                                                                   | 1              | 18 4  | 1            | 18 4  | 1            | 18 4  |
| Daarna.....                                                                                                                                                                                                                                                                                              | 2              | 2 2   | 2            | 2 2   | 2            | 2 2   |
| Werkmanne, Graad N.....                                                                                                                                                                                                                                                                                  | 5              | 15 0  | 5            | 15 0  | 5            | 15 0  |
| Naaister-masjiniste—<br>Gedurende 1ste ses maande onder-<br>vinding.....                                                                                                                                                                                                                                 | 1              | 6 10  | 1            | 6 10  | 1            | 6 10  |
| Gedurende 2de ses maande onder-<br>vinding.....                                                                                                                                                                                                                                                          | 1              | 10 8  | 1            | 10 8  | 1            | 10 8  |
| Gedurende 3de ses maande onder-<br>vinding.....                                                                                                                                                                                                                                                          | 1              | 12 7  | 1            | 12 7  | 1            | 12 7  |
| Gedurende 4de ses maande onder-<br>vinding.....                                                                                                                                                                                                                                                          | 1              | 16 5  | 1            | 16 5  | 1            | 16 5  |
| Daarna.....                                                                                                                                                                                                                                                                                              | 2              | 2 2   | 2            | 2 2   | 2            | 2 2   |
| Diensverkopers, gekwalifiseer.....                                                                                                                                                                                                                                                                       | 8              | 13 1  | 8            | 13 1  | 8            | 13 1  |
| Diensverkopers, ongekwalifiseer—<br>Gedurende 1ste jaar ondervinding                                                                                                                                                                                                                                     | 5              | 3 10  | 5            | 3 10  | 5            | 3 10  |
| Gedurende 2de jaar ondervinding                                                                                                                                                                                                                                                                          | 6              | 6 11  | 6            | 6 11  | 6            | 6 11  |
| Gedurende 3de jaar ondervinding                                                                                                                                                                                                                                                                          | 7              | 10 0  | 7            | 10 0  | 7            | 10 0  |
| Vulkaniseerder se werkmanne...                                                                                                                                                                                                                                                                           | 2              | 2 2   | 2            | 2 2   | 2            | 2 2   |

C.—DIENSTOESIGHOUERS EN ARBEIDERS.

|                         | Lone per week. |       |              |       |              |       |
|-------------------------|----------------|-------|--------------|-------|--------------|-------|
|                         | Gebiede.       |       |              |       |              |       |
|                         | A.<br>(W.P.)   |       | B.<br>(W.P.) |       | C.<br>(W.P.) |       |
|                         | £              | s. d. | £            | s. d. | £            | s. d. |
| Dienstoesighouers.....  | 2              | 6 0   | 1            | 10 8  | 1            | 10 8  |
| Arbeiders.....          | 2              | 0 3   | 1            | 10 0  | 1            | 5 0   |
| Jeugdige arbeiders..... | 1              | 0 0   | 0            | 15 0  | 0            | 15 0  |

|                                             | Wages per Week.<br>Areas. |       |              |       |              |       |
|---------------------------------------------|---------------------------|-------|--------------|-------|--------------|-------|
|                                             | A.<br>(W.P.)              |       | B.<br>(W.P.) |       | C.<br>(W.P.) |       |
|                                             | £                         | s. d. | £            | s. d. | £            | s. d. |
| Female Labourers—                           |                           |       |              |       |              |       |
| During first six months of experience.....  | 1                         | 0 0   | 1            | 0 0   | 1            | 0 0   |
| During second six months of experience..... | 1                         | 5 0   | 1            | 5 0   | 1            | 5 0   |
| During third six months of experience.....  | 1                         | 10 0  | 1            | 10 0  | 1            | 10 0  |
| During fourth six months of experience..... | 1                         | 15 0  | 1            | 15 0  | 1            | 15 0  |
| Thereafter.....                             | 1                         | 16 0  | 1            | 16 0  | 1            | 16 0  |

## D.—WATCHMEN.

|               | Wages per Week.<br>Areas. |       |              |       |              |       |
|---------------|---------------------------|-------|--------------|-------|--------------|-------|
|               | A.<br>(W.P.)              |       | B.<br>(W.P.) |       | C.<br>(W.P.) |       |
|               | £                         | s. d. | £            | s. d. | £            | s. d. |
| Watchmen..... | 2                         | 0 3   | 1            | 3 0   | 1            | 3 0   |

## E.—OFFICE, STORES, SALES AND CLERICAL EMPLOYEES.

|                                                                           | Wages per Week.<br>Areas. |       |              |       |              |       |
|---------------------------------------------------------------------------|---------------------------|-------|--------------|-------|--------------|-------|
|                                                                           | A.<br>(W.P.)              |       | B.<br>(W.P.) |       | C.<br>(W.P.) |       |
|                                                                           | £                         | s. d. | £            | s. d. | £            | s. d. |
| (i) Male Shop Assistant/Salesman and/or Clerical Employee, qualified..... | 7                         | 5 10  | 6            | 11 3  | 6            | 11 3  |
| Male Shop Assistant/Salesman and/or Clerical Employee, unqualified—       |                           |       |              |       |              |       |
| During first year of experience.....                                      | 1                         | 14 7  | 1            | 11 2  | 1            | 11 2  |
| During second year of experience.....                                     | 2                         | 6 2   | 2            | 1 6   | 2            | 1 6   |
| During third year of experience.....                                      | 3                         | 1 6   | 2            | 15 4  | 2            | 15 4  |
| During fourth year of experience.....                                     | 4                         | 2 0   | 3            | 13 2  | 3            | 13 2  |
| During fifth year of experience.....                                      | 5                         | 9 4   | 4            | 18 6  | 4            | 18 6  |
| Female Shop Assistant/Saleswoman and/or Clerical Employee, qualified..... | 4                         | 4 6   | 3            | 16 3  | 3            | 16 3  |
| Female Shop Assistant/Saleswoman and/or Clerical Employee, unqualified—   |                           |       |              |       |              |       |
| During first year of experience.....                                      | 1                         | 14 7  | 1            | 11 2  | 1            | 11 2  |
| During second year of experience.....                                     | 2                         | 3 3   | 1            | 19 0  | 1            | 19 0  |
| During third year of experience.....                                      | 2                         | 14 1  | 2            | 8 9   | 2            | 8 9   |
| During fourth year of experience.....                                     | 3                         | 7 7   | 3            | 1 0   | 3            | 1 0   |
| Traveller (Male), qualified.....                                          | 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  |
| During second six months of experience.....                               | 6                         | 6 11  | 6            | 6 11  | 6            | 6 11  |
| During third six months of experience.....                                | 6                         | 18 6  | 6            | 18 6  | 6            | 18 6  |
| During fourth six months of experience.....                               | 7                         | 10 0  | 7            | 10 0  | 7            | 10 0  |
| During fifth six months of experience.....                                | 8                         | 1 6   | 8            | 1 6   | 8            | 1 6   |
| During sixth six months of experience.....                                | 8                         | 13 1  | 8            | 13 1  | 8            | 13 1  |
| During seventh six months of experience.....                              | 9                         | 4 7   | 9            | 4 7   | 9            | 4 7   |
| During eighth six months of experience.....                               | 9                         | 16 2  | 9            | 16 2  | 9            | 16 2  |
| Traveller (female), qualified..                                           | 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  |
| During second six months of experience.....                               | 5                         | 1 10  | 5            | 1 10  | 5            | 1 10  |
| During third six months of experience.....                                | 5                         | 11 4  | 5            | 11 4  | 5            | 11 4  |
| During fourth six months of experience.....                               | 6                         | 0 10  | 6            | 0 10  | 6            | 0 10  |
| During fifth six months of experience.....                                | 6                         | 10 5  | 6            | 10 5  | 6            | 10 5  |
| During sixth six months of experience.....                                | 6                         | 19 11 | 6            | 19 11 | 6            | 19 11 |
| During seventh six months of experience.....                              | 7                         | 9 5   | 7            | 9 5   | 7            | 9 5   |
| During eighth six months of experience.....                               | 7                         | 18 11 | 7            | 18 11 | 7            | 18 11 |
| Telephone Operator.....                                                   | 2                         | 5 0   | 2            | 5 0   | 2            | 5 0   |
| (ii) Passenger Lift Attendant.....                                        | 2                         | 5 0   | 2            | 5 0   | 2            | 5 0   |
| Sample Boy.....                                                           | 2                         | 5 0   | 2            | 5 0   | 2            | 5 0   |

|                                             | Lone per week.<br>Gebiede. |       |              |       |              |       |
|---------------------------------------------|----------------------------|-------|--------------|-------|--------------|-------|
|                                             | A.<br>(W.P.)               |       | B.<br>(W.P.) |       | C.<br>(W.P.) |       |
|                                             | £                          | s. d. | £            | s. d. | £            | s. d. |
| Vroulike arbeiders—                         |                            |       |              |       |              |       |
| Gedurende 1ste ses maande ondervinding..... | 1                          | 0 0   | 1            | 0 0   | 1            | 0 0   |
| Gedurende 2de ses maande ondervinding.....  | 1                          | 5 0   | 1            | 5 0   | 1            | 5 0   |
| Gedurende 3de ses maande ondervinding.....  | 1                          | 10 0  | 1            | 10 0  | 1            | 10 0  |
| Gedurende 4de ses maande ondervinding.....  | 1                          | 15 0  | 1            | 15 0  | 1            | 15 0  |
| Daarna.....                                 | 1                          | 16 0  | 1            | 16 0  | 1            | 16 0  |

## D.—WAGTE.

|            | Lone per week.<br>Gebiede. |       |              |       |              |       |
|------------|----------------------------|-------|--------------|-------|--------------|-------|
|            | A.<br>(W.P.)               |       | B.<br>(W.P.) |       | C.<br>(W.P.) |       |
|            | £                          | s. d. | £            | s. d. | £            | s. d. |
| Wagte..... | 2                          | 0 3   | 1            | 3 0   | 1            | 3 0   |

## E.—KANTOOR-, STOOR-, VERKOOPS- EN KLERKLIKE WERKNEMERS.

|                                                                                    | Lone per week.<br>Gebiede. |       |              |       |              |       |
|------------------------------------------------------------------------------------|----------------------------|-------|--------------|-------|--------------|-------|
|                                                                                    | A.<br>(W.P.)               |       | B.<br>(W.P.) |       | C.<br>(W.P.) |       |
|                                                                                    | £                          | s. d. | £            | s. d. | £            | s. d. |
| (i) Manlike winkelassistent/verkoper en/of klerklike werknemer, gekwalifiseer..... | 7                          | 5 10  | 6            | 11 3  | 6            | 11 3  |
| Manlike winkelassistent/verkoper en/of klerklike werknemer, ongekwalifiseer—       |                            |       |              |       |              |       |
| Gedurende 1ste jaar ondervinding.....                                              | 1                          | 14 7  | 1            | 11 2  | 1            | 11 2  |
| Gedurende 2de jaar ondervinding.....                                               | 2                          | 6 2   | 2            | 1 6   | 2            | 1 6   |
| Gedurende 3de jaar ondervinding.....                                               | 3                          | 1 6   | 2            | 15 4  | 2            | 15 4  |
| Gedurende 4de jaar ondervinding.....                                               | 4                          | 2 0   | 3            | 13 2  | 3            | 13 2  |
| Gedurende 5de jaar ondervinding.....                                               | 5                          | 9 4   | 4            | 18 6  | 4            | 18 6  |
| Vroulike winkelassistent/koopster en/of klerklike werknemer, gekwalifiseer.....    | 4                          | 4 6   | 3            | 16 3  | 3            | 16 3  |
| Vroulike winkelassistent/koopster en/of klerklike werknemer, ongekwalifiseer—      |                            |       |              |       |              |       |
| Gedurende 1ste jaar ondervinding.....                                              | 1                          | 14 7  | 1            | 11 2  | 1            | 11 2  |
| Gedurende 2de jaar ondervinding.....                                               | 2                          | 3 3   | 1            | 19 0  | 1            | 19 0  |
| Gedurende 3de jaar ondervinding.....                                               | 2                          | 14 1  | 2            | 8 9   | 2            | 8 9   |
| Gedurende 4de jaar ondervinding.....                                               | 3                          | 7 7   | 3            | 1 0   | 3            | 1 0   |
| Reisiger, manlik, gekwalifiseer.....                                               | 10                         | 7 8   | 10           | 7 8   | 10           | 7 8   |
| Reisiger, manlik, ongekwalifiseer—                                                 |                            |       |              |       |              |       |
| Gedurende 1ste ses maande ondervinding.....                                        | 5                          | 15 5  | 5            | 15 5  | 5            | 15 5  |
| Gedurende 2de ses maande ondervinding.....                                         | 6                          | 6 11  | 6            | 6 11  | 6            | 6 11  |
| Gedurende 3de ses maande ondervinding.....                                         | 6                          | 18 6  | 6            | 18 6  | 6            | 18 6  |
| Gedurende 4de ses maande ondervinding.....                                         | 7                          | 10 0  | 7            | 10 0  | 7            | 10 0  |
| Gedurende 5de ses maande ondervinding.....                                         | 8                          | 1 6   | 8            | 1 6   | 8            | 1 6   |
| Gedurende 6de ses maande ondervinding.....                                         | 8                          | 13 1  | 8            | 13 1  | 8            | 13 1  |
| Gedurende 7de ses maande ondervinding.....                                         | 9                          | 4 7   | 9            | 4 7   | 9            | 4 7   |
| Gedurende 8ste ses maande ondervinding.....                                        | 9                          | 16 2  | 9            | 16 2  | 9            | 16 2  |
| Reisiger (vroulik), gekwalifiseer.....                                             | 8                          | 8 6   | 8            | 8 6   | 8            | 8 6   |
| Reisiger (vroulik), ongekwalifiseer—                                               |                            |       |              |       |              |       |
| Gedurende 1ste ses maande ondervinding.....                                        | 4                          | 12 4  | 4            | 12 4  | 4            | 12 4  |
| Gedurende 2de ses maande ondervinding.....                                         | 5                          | 1 10  | 5            | 1 10  | 5            | 1 10  |
| Gedurende 3de ses maande ondervinding.....                                         | 5                          | 11 4  | 5            | 11 4  | 5            | 11 4  |
| Gedurende 4de ses maande ondervinding.....                                         | 6                          | 0 10  | 6            | 0 10  | 6            | 0 10  |
| Gedurende 5de ses maande ondervinding.....                                         | 6                          | 10 5  | 6            | 10 5  | 6            | 10 5  |
| Gedurende 6de ses maande ondervinding.....                                         | 6                          | 19 11 | 6            | 19 11 | 6            | 19 11 |
| Gedurende 7de ses maande ondervinding.....                                         | 7                          | 9 5   | 7            | 9 5   | 7            | 9 5   |
| Gedurende 8ste ses maande ondervinding.....                                        | 7                          | 18 11 | 7            | 18 11 | 7            | 18 11 |
| Telefonis.....                                                                     | 2                          | 5 0   | 2            | 5 0   | 2            | 5 0   |
| (ii) Bediener van passasierhyser..                                                 | 2                          | 5 0   | 2            | 5 0   | 2            | 5 0   |
| Monsterjong.....                                                                   | 2                          | 5 0   | 2            | 5 0   | 2            | 5 0   |

## 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 Area A 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) 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.

(e) In any vulcanising establishment, at least one vulcaniser shall be employed before a labourer and/or vulcaniser's operative 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 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 clerical 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.

## 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;

## 26. DIFFERENSIËLE LONE.

'n Werkgever wat van 'n werknemer vereis of 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, uitgesonderd vakmanne of vakleerlinge, vakmanswerk te laat verrig nie.

## 27. BESTUUR VAN MOTORVOERTUIG.

(1) 'n Werknemer (uitgesonderd 'n monsterjong), in gebied A wat uitsluitlik in diens geneem is om 'n motorvoertuig wat met eie krag op 'n openbare weg voortbeweeg, te dryf, 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 (uitgesonderd '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 dryf nie.

## 28. GETALLEVERHOUDING.

(1) *Werkmanne, afstroopers 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 afstrooper deur hom in diens geneem mag word, en een bykomende afstrooper 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) 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.

(e) In enige vulkaniserinrigting moet minstens een vulkaniseerder daar in diens wees voordat 'n arbeider en/of vulkaniseerder se werkman in diens geneem mag word.

(2) *Kantoor-, stoor-, verkoops- en klerklike werknemers.*—(a) Een geklassifiseerde manlik winkelassistent of manlike klerklike werknemer moet by 'n werkgever in diens wees voordat '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 voordat '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 wat aktief in die motornywerheid werk, kan vir die toepassing van een van die vooraangaande 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 mag 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. WERKURE.

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

(a) langer as 46 uur, met uitsondering van etensyde, gedurende 'n week werk nie;

(b) meer as 8 uur, met uitsondering van etensyde, 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) 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 paragraph (a) of the definition of labourer 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;
- (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;
  - (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 Area A and 6s. 6d. in other Areas for each hour or part of an hour of the time worked;

(c) 'n ononderbroke tydperk van meer as 5 uur sonder 'n ononderbroke pouse van minstens een uur werk nie; met dien verstande dat vir die toepassing van hierdie paragraaf werkydperk onderbreek deur pouses 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 oorskryd nie.

(3) Elke werknemer, uitgesonderd reisigers, diensverkopers en monstjongens is geregtig op 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 monstjong te eniger tyd gedurende die loop van sy diens vereis word om elders as by die inrigting van sy werkgewer te werk (uitgesonderd 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) Ondanks andersluidende bepalings elders in hierdie Ooreenkoms is dit toelaatbaar in gevalle waarin daar 'n nagparkeerdien in 'n parkeergarage bestaan, om arbeiders of dienstoessighouers in diens te hê tussen die ure 6 nm. op 'n dag en 8 vm. op die volgende dag slegs vir doeleindes van die nagparkeerdien, vir 'n maksimum van 7 uur per dag 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 besoldiging 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 dienstoessighouer op nagparkeerdien 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 dienstoessighouer minstens 1½ maal sy gewone skaal van besoldiging betaal word.

(7) Wanneer 'n werknemer, behoudens die bepalings van klousules 5 (5) (a) en 32 van hierdie Ooreenkoms, wat in klousule 16 hiervan genoem 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 instaat 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, BESOLDIGING DAARVOOR EN BESOLDIGING 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) langer as twee uur op 'n dag;
- (b) op meer as drie agtereenvolgende dae;
- (c) op meer as sestig dae in 'n jaar;
- (d) na voltooiing van haar gewone werkure, langer 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 oortyddiens begin; of
  - (iii) haar betyds 'n minimum toelae van 1s. 6d. betaal het om haar in staat te stel om ete te verkry voordat met die oortyddiens begin word.

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

- (a) In die geval van vakmanne, 7s. 6d. in gebied A en 6s. 6d. in ander gebiede vir elke uur of gedeelte van 'n uur van die tyd gewerk;

(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 Area A and 17s. 6d. in other areas, and where such work exceeds two hours, pay the employee at the rate of 10s. per hour in Area A and 8s. 9d. in 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 Area A;

(b) £70 per month or £16. 3s. 1d. per week if employed in 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.

### 31. SHIFT WORK.

The following provisions shall apply to shift work in manufacturing, vehicle body building and vulcanising establishments:—

(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;

(e) no shifts shall be worked 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

(b) in die geval van werknemers, uitgesonderd 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 gewerk;

(ii) as die oortyd tussen die ure middernag en 6 vm. op 'n dag gewerk word, moet 'n werknemer teen tweemaal sy uurloon betaal word vir elke uur of gedeelte van 'n uur van die tyd gewerk.

(3) (a) Behoudens die bepalings van subklousules (4) (a) en (b) van hierdie klousule, moet 'n werkgever, as 'n vakman op 'n Sondag werk, ingeval die werk twee uur of minder duur, die vakman minstens £1 in gebied A en 17s. 6d. in ander gebiede betaal en as die werk langer as twee uur duur, moet hy die werknemer teen 10s. per uur in gebied A en 8s. 9d. in 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 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) Behoudens die bepalings van subklousules (4) (a) en (b) van hierdie klousule moet 'n werkgever, as 'n werknemer, uitgesonderd '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, dienstoesighouer of werkman graad L, wat hoofsaaklik of uitsluitlik die werk doen wat genoem word in paragraaf (a) van die woord-omskeuring van arbeider, sy gewone skof op 'n Sondag werk, moet sy werkgever hom minstens 1½ maal sy gewone uurloon betaal ten opsigte van elke uur of gedeelte van 'n uur daarvan en dubbel sy gewone uurloon vir elke uur of gedeelte van 'n uur daarna.

(4) (a) 'n Werkgever het die reg 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 klaarstaantoelae 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 klaarstaantoelae 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 klaarstaantoelae as verbeurd verklaar word.

(5) Die bepalings van klousules 10, 29 (1) (c) en subklousules (1), (2), (3) en (6) van hierdie klousule is nie van toepassing nie op bestuurders en voormanne 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 gebiede B of C in diens is.

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

(a) drie uur op 'n dag; of

(b) 30 uur in 'n jaar oortyd te werk nie; en

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

### 31. SKOFWERK.

Die volgende bepalings is van toepassing op skofwerk in vervaardigings-, voertuigbakbou- en vulkaniseerinrigtings:—

(a) Geen gewone skof mag langer as 9½ uur duur nie;

(b) minstens 8 uur moet verloop voordat 'n werknemer 'n volgende skof begin;

(c) as 'n werknemer tussen die ure 6nm. en 6vm. werk, moet 'n werkgever hom teen sy gewone skaal, plus 10 persent daarvan, besoldig;

(d) die tyd wat werknemers na die voltooiing van 'n gewone skof nog werk, moet as oortyd beskou en daarvoor moet betaal word volgens die skale wat in klousule 30 van hierdie Ooreenkoms voorgeskryf word;

(e) geen skofte mag tussen die ure 12 middag op Saterdag en 6 vm. op Maandag gewerk word nie.

### 32. KORTTYD, TYDELIKE EN DEELTYDSE DIENS.

(1) Behoudens die bepalings van subklousule (3) hiervan en ondanks andersluidende bepalings in hierdie Ooreenkoms, mag 'n werkgever 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 werkgever 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 werkgever verplig

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 in guarding the premises and goods of their employers and/or protecting the motor vehicles and goods of which the employers are the bailees between 5 p.m. and 8 a.m. the following morning:—

- (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. INCENTIVE BONUS WORK.

An employer may work an employee under a system of payment by result; provided that—

- (a) the employee has agreed in writing to the terms, conditions and rates applicable to such system;
- (b) any agreement in terms of the preceding paragraph shall include provision regarding the manner in which any alteration or the termination of the agreement shall be effected and the period of notice required therefor;
- (c) the employer shall, directly he has entered into an agreement with an employee in terms of paragraph (a) hereof, notify the Regional Council concerned of the fact;
- (d) the employee shall be paid not less than he would ordinarily have been entitled to had he not worked under such system.

### 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.

(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 of 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.

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, uitgesonderd vir die tyd wat werklik gewerk is of soos anders uitdruklik in sub-klausule (1) hiervan bepaal.

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

### 33. SPESIALE BEPALINGS TEN OPSIGTE VAN WAGTE.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die volgende spesiale bepalings van toepassing op werknemers wat uitsluitlik as wagte die perseel en besittings van hulle werkgewers en/of die motorvoertuie en goedere waarvan hul werkgewers die bewaarnemers is, tussen 5 nm. en 8 nm. die volgende more bewaak:—

- (1) (a) Die gewone werkure van hierdie werknemers mag nie meer as 84 uur per week wees nie;
- (b) die bepalings 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 knobkerrie vir die beskerming van die werknemer;
  - (b) 'n polisiefluitjie;
  - (c) geskikte middele vir verwarming van die werknemer.

### 34. AANSPOORINGSBONUSWERK.

'n Werkgewer mag 'n werknemer volgens 'n skema van betaling vir gelewerde werk besoldig; met dien verstande dat—

- (a) die werknemer skriftelik ingestem het met die bepalings, voorwaardes en skale, wat by sodanige stelsel van toepassing is;
- (b) enige ooreenkoms kragtens die vorige paragraaf ook voorsiening maak vir die wyse waarop enige verandering of die beëindiging van die ooreenkoms gemaak kan word, en met betrekking tot die tydperk van kennisgewing wat daarvoor nodig is;
- (c) die werkgewer, sodra hy 'n ooreenkoms met 'n werknemer kragtens paragraaf (a) hiervan gesluit het, onmiddellik die streeksraad daarvan moet verwittig;
- (d) die werknemer nie minder sal ontvang as wat hy onder gewone omstandighede sou ontvang het as hy nie onder sodanige stelsel gewerk het nie.

### 35. VERHURING EN ONDERVERHURING VAN PERSEEL.

(1) Geen werkgewer 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 goedgekeurde toestaan of weerhou word.

### 36. DIENSBEEÏNDIGING.

(1) Behoudens—

- (a) die reg van 'n werkgewer of 'n werknemer om diens om 'n goeie rede wat by wet as genoegsaam beskou word, sonder kennisgewing te beëindig; of
- (b) die bepalings van 'n skriftelike ooreenkoms tussen werkgewer en werknemer wat 'n tydperk bepaal wat langer is as dié hierin vasgestel;

moet 'n werkgewer 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 uitgesonderd dié in klousule 25 (E) van hierdie Ooreenkoms genoem;
- (ii) een week in die geval van weekliks betaalde werknemers en twee weke in die geval van maandeliks betaalde werknemers in klousule 25 (E) van hierdie Ooreenkoms genoem.

(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's remuneration in the case of weekly paid employees or fifty percent of the monthly remuneration in the case of monthly paid employees.

(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.

### 39. UNAUTHORISED EMPLOYMENT OF PERSONS.

(1) No employer shall employ any person other than a journeyman or an apprentice on journeyman's work. For the purpose of this sub-clause, "journeyman's work" includes any operations in connection with the activities covered by the definition of "motor industry"; provided that this clause shall not be deemed to prohibit the employment of other classes of employees at the wages prescribed for such classes, on the operations and in the circumstances specified in the definitions of such classes.

(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 observe such conditions as if such engagement or employment had not been prohibited.

### 40. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL.

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

Signed at Johannesburg on behalf of the parties, on this 23rd day of March, 1955.

SYDNEY J. CLOW,  
Chairman of the Council.

Signed at Durban on behalf of the parties, on this 22nd day of March, 1955.

GEO. E. MERRETT,  
Vice-Chairman of the Council.

Signed at Johannesburg on behalf of the parties, on this 23rd day of March, 1955.

G. T. STONE,  
Secretary of the Council.

(2) As 'n werkgewer 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 in subklousule (1) (b) (i) van hierdie artikel genoem, '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 werknemers soos dié in subklousule (1) (b) (ii) van hierdie klousule genoem, 'n bedrag gelyk aan een week se loon in die geval van weekliks betaalde werknemers, of 50 persent van die maandelikse loon in die geval van werknemers wat by die maand betaal word.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die werkgewer, ingeval geld wat deur die werkgewer aan die werknemer as loon verskuldig is, ontoereikend is om die volle verbeurde bedrag wat hierin genoem word, te dek, behoudens die bepalings van klousule 14 (3) van hierdie Ooreenkoms, daarop geregtig om die betrokke bedrag op ander voordele te verhaal (as daar is) wat ten tyde van die werknemers se diensverlating ten behoewe van die werknemer aan die ooploop was.

(4) Die kennisgewing genoem in subklousule (1) hiervan, 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 mag saamval nie en ook nie gedurende dié tyd gegee mag word nie.

### 37. DIENSSERTIFIKATE.

As 'n werkgewer deur 'n werknemer ten tyde van sy diensbeëindiging daarom versoek word, moet die werkgewer die werknemer voorsien van 'n sertifikaat van diens waarin die name van werkgewer en werknemer voluit aangetoon word, die aard van die diens, die datums waarop die kontrak 'n aanvang geneem en geëindig het 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 werkgewer by sy diensverandering voor te lê ten einde geregtig te wees op die besoldiging wat vir dienstyd voorgeskryf word.

### 38. WERKENDE WERKGEWERS EN VENNOTE.

Alle werkende werkgewers en vennote in diens in die motor-nywerheid moet die werkure en die openings- en sluitingsure nakom wat in hierdie Ooreenkoms voorgeskryf word.

### 39. ONGEMAGTIGDE INDIENSNEMING VAN PERSONE.

(1) Geen werkgewer mag enigiemand, uitgesonderd 'n vakman of 'n vakleerling, vir vakmanswerk in diens neem nie. Vir die toepassing van hierdie subklousule sluit „vakmanswerk” in enige werk in verband met die werksaamhede wat deur die omskrywing van „motornywerheid” gedek word; met dien verstande dat dit nie beskou moet word dat hierdie klousule die indiensneming verbied van werknemers van ander klasse teen lone wat vir sodanige klasse voorgeskryf is, vir werk en onder omstandighede wat in die omskrywing van sodanige klasse gespesifiseer word nie.

(2) Ondanks 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 OP DIE RAAD.

Werkgewersverteenvoerders op die Raad of die Streeksraad moet alle redelike fasiliteite deur hul werkgewers verleen word ten einde hul pligte in verband met vergaderings van dié Raad na te kom.

Namens die partye, op hede die 23ste dag van Maart 1955 in Johannesburg geteken.

SYDNEY J. CLOW,  
Voorsitter van die Raad.

Namens die partye, op hede die 22ste dag van Maart 1955 in Durban geteken.

GEO. E. MERRETT,  
Ondervoorsitter van die Raad.

Namens die partye, op hede die 23ste dag van Maart 1955 in Johannesburg geteken.

G. T. STONE,  
Sekretaris van die Raad.

## ANNEXURE A.

Date.....

THE REGIONAL SECRETARY,  
NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY,  
WESTERN PROVINCE REGIONAL COUNCIL,  
P.O. BOX 1946,  
CAPE TOWN.

DEAR SIR,

## REGISTRATION AS EMPLOYER IN MOTOR INDUSTRY.

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

1. Name under which business is carried on (in block letters).....
2. Address at which business is carried on.....
3. Address of Head Office (where applicable).....
4. Nature of business.....
5. Date commenced trading.....
6. 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.....
7. Particulars of employees: No. of journeymen.....;  
 No. of apprentices.....; No. of clerical and sales employees.....; No. of labourers.....; No. of other employees.....
8. Name of Employers' Organisation of which member.....

Yours faithfully,

## AANHANGSEL A.

Datum.....

DIE STREEKSEKRETARIS,  
NASIONALE NYWERHEIDSRaad VIR DIE MOTORNYWERHEID,  
STREEKSRaad VAN DIE WESTELIKE PROVINSIE,  
POSBUS 1946,  
KAAPSTAD.

MENEER,

## REGISTRASIE AS WERKGEWER IN DIE MOTORNYWERHEID.

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

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

Die uwe,

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY.—DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTORNYWERHEID.

Name of Establishment \_\_\_\_\_ Address \_\_\_\_\_  
Naam van Inrigting \_\_\_\_\_ Adres \_\_\_\_\_

| <b>FOR OFFICE USE ONLY.</b><br><b>SLEGS VIR KANTOORGEBRUIK.</b> |  |
|-----------------------------------------------------------------|--|
| Council.....                                                    |  |
| Sick Fund.....                                                  |  |
| M.I.E.U.....                                                    |  |
| M.I.S.A.....                                                    |  |
| Pension Fund..                                                  |  |
|                                                                 |  |
|                                                                 |  |
|                                                                 |  |
|                                                                 |  |
|                                                                 |  |

£

[illegible]

Apprentices do not contribute, but their names must appear on this form.—Vakleerlinge maak nie bydraes nie, maar hul name moet op die vorm verskyn.

## ANNEXURE C.

## 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 authorised representative.....

Signature of employee.....

Employee's address.....

This form, together with a remittance for the above-stated amount, to be forwarded to the Western Province Regional Council, P.O. Box 1946, Cape Town, 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. 1006.] [13 May 1955.  
**FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.—MOTOR INDUSTRY.**

I, JOHANNES DE KLERK, 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 Government Notice No. 1005 of the 13th May, 1955, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,  
 Minister of Labour.

\* No. 1007.] [13 May 1955.  
**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, JOHANNES DE KLERK, 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. 1005 of the 13th May, 1955.

J. DE KLERK,  
 Minister of Labour.

## AANHANGSEL C.

## VERLOFBETALINGSORDER.

No.....

Datum.....

Hiermee word gesertifiseer dat.....

Vakverenigingnummer....., wie se handtekening hieronder verskyn, in diens was by (naam en adres van werkgewer).....

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 werkgewer of gemagtigde verteenwoordiger.....

Handtekening van werknemer.....

Werknemer se adres.....

Hierdie vorm, tesame met 'n geldsending vir bogenoemde bedrag, moet aan die Streeksraad van die Westelike Provinsie, Posbus 1946, Kaapstad, gestuur word op die datum waarop die werknemer ophou werk.

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

\* No. 1006.] [13 Mei 1955.  
**WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.—MOTORNYWERHEID.**

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby, ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Motornywerheid, gepubliseer by Goewermentskennisgewing No. 1005 van 13 Mei 1955, vir die persone wie se werkure daardeur gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,  
 Minister van Arbeid.

\* No. 1007.] [13 Mei 1955.  
**WET OP OORLOGSMAATREËLS, 1940.**

**SKORSING VAN BETALING VAN LEWENSKOSTE-TOELAE BETAALBAAR INGEVOLGE OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.**

**MOTORNYWERHEID.**

Ek, JOHANNES DE KLERK, Minister van Arbeid, skort hierby, kragtens die bepalings van subregulasie (1) van regulasie *vier* van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, die bepalings op van subregulasie (1) van regulasie *twee* en subregulasie (2) van regulasie *drie* ten opsigte van vakmanne gedek deur subklousule (1) van klousule 20 van die Ooreenkoms vir die Motornywerheid wat by Goewermentskennisgewing No. 1005 van 13 Mei 1955 gepubliseer is.

J. DE KLERK,  
 Minister van Arbeid.

**Buy Union Loan Certificates**  
**Koop Unie-leningsertifikate**