



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

BUITENGEWONE

EXTRAORDINARY

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

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 323.] [24 Februarie 1956.

NYWERHEID-VERSOENINGSWET, 1937.

MOTORNYWERHEID, UNIE VAN SUID-AFRIKA.

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, van 1 Maart 1956 af en vir die tydperk wat op 28 Februarie 1958 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie verenigings is;

(b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 2 tot en met 6, 8 tot en met 11, 14 tot en met 42 van hoofstuk 1 van die genoemde Ooreenkoms, al die klousules van hoofstuk 2 van die genoemde Ooreenkoms, en klousules 1 tot en met 4 en 6 tot en met 11 van hoofstuk 3 van die genoemde Ooreenkoms van 1 Maart 1956 af en vir die tydperk wat op 28 Februarie 1958 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die Unie van Suid-Afrika uitgesonderd daardie gedeelte van die magistraatsdistrik Somerset-Wes waar Cape Explosives Works, Ltd., geleë is; en

(c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 2 tot en met 6, 8 tot en met 11, 14 tot en met 34, 36 tot en met 39, 41 en 42 van hoofstuk 1 van die genoemde Ooreenkoms, al die klousules van hoofstuk 2 van die genoemde Ooreenkoms en klousules 1 tot en met 4 en 6 tot en met 11 van hoofstuk 3 van die genoemde Ooreenkoms van 1 Maart 1956 af en vir die tydperk wat op 28 Februarie 1958 eindig, in die Unie van Suid-Afrika, uitgesonderd daardie gedeelte van die magistraatsdistrik Somerset-Wes waar Cape Explosives Works, Ltd., geleë is, *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde Nywerheid wat nie by die woordomskeuring van die uitdrukking „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 323.] [24 February 1956.

INDUSTRIAL CONCILIATION ACT, 1937.

MOTOR INDUSTRY, UNION OF SOUTH AFRICA.

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 1st March, 1956, and for the period ending on the 28th February, 1958, upon the employers' organisations, and the trade unions which entered into the said Agreement and upon the employers and employees who are members of those organisations or those trade unions;

(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) and 14 to 42 (inclusive) of Chapter 1 of the said Agreement, all the clauses of Chapter 2 of the said Agreement and clauses 1 to 4 (inclusive) and 6 to 11 (inclusive) of Chapter 3 of the said Agreement shall be binding from the 1st March, 1956, and for the period ending on the 28th February, 1958, upon the other employers and employees engaged or employed in the said Industry in the Union of South Africa excluding that portion of the Magisterial District of Somerset West occupied by the Cape Explosives Works, Ltd.; and

(c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Union of South Africa excluding that portion of the Magisterial District of Somerset West occupied by the Cape Explosives Works, Ltd., and from the 1st March, 1956, and for the period ending on the 28th February, 1958, the provisions contained in clauses 2 to 6 (inclusive), 8 to 11 (inclusive), 14 to 34 (inclusive), 36 to 39 (inclusive), 41 and 42 of Chapter 1 of the said Agreement, all the clauses of Chapter 2 of the said Agreement and clauses 1 to 4 (inclusive) and 6 to 11 (inclusive) of Chapter 3 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.

BYLAE.

DIE NASIONALE NYWERHEIDSRaad VIR DIE
MOTORNYWERHEID.

HOOFDOOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit deur die—

South African Motor Industry Employers' Association
en die

South African Vehicle Builders' and Repairers' Association
(hieronder „die werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die

Motor Industries Employees' Union of South Africa
en die

Motor Industry Staff Association

(hieronder „die werknemers” of die „vakverenigings” genoem) aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid.

HOOFSTUK I.

1. DATUM EN GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat deur die Minister van Arbeid ingevolge artikel *agt-en-veertig* van die Wet bepaal kan word, en bly twee jaar lank van daardie datum af van krag of vir sodanige tydperk as wat deur die Minister vasgestel kan word.

2. BESTEK VAN TOEPASSING.

(1) Behoudens die bepalings van subklousule (2) hiervan moet die bepalings van hierdie Ooreenkoms dwarsdeur die Unie van Suid-Afrika, uitgesonderd daardie gedeelte van die magistraatsdistrik Somerset-Wes waar Cape Explosives Works (Ltd.), geleë is, nagekom word deur alle werkgewers en werknemers in die Motornywerheid wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is; met dien verstande dat dit slegs op vakleerlinge van toepassing is vir sover dit nie strydig met die bepalings van die Wet op Vakleerling is nie.

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

3. WOORDOMSKRYWINGS.

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

„Wet” beteken die Nywerheid-versoeningswet, 1937.

„Aanhangsel B” beteken die vorm voorgeskryf in Aanhangsel B hiervan, of sodanige ander vorm as wat enige 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 (GR)” beteken die magistraatsdistrik Oos-Londen.

„Gebied B (GR)” beteken die magistraatsdistrikte Albert, Aliwal-Noord, Barkly-Oos, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komga, Lady Grey, Libode, Maclear, Middledrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Ngamakwe, Port St. Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenstroom, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria-Oos, Willowvale, Wodehouse en Xalanga (Cala).

„Gebied A (OP)” beteken die magistraatsdistrik Port Elizabeth en die munisipale gebied van Uitenhage.

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

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

„Gebied B (NK)” beteken die munisipale gebiede van De Aar, Kuruman, Mafeking, Prieska, Upington en Vryburg.

„Gebied C (NK)” beteken die magistraatsdistrikte (uitgesonderd die munisipale gebiede genoem in Gebied A (NK) en Gebied B (NK)) Barkly-Wes, Britstown, De Aar, Gordonia, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Phillips-town, Postmasburg, Prieska, Taung, Vryburg en Warrenton.

„Gebied A (NL)” beteken die magistraatsdistrikte Durban, Pietermaritzburg en Pinetown.

SCHEDULE.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE
MOTOR INDUSTRY.

AGREEMENT (MAIN)

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

The South African Motor Industry Employers' Association
and

The South African Vehicle Builders' and Repairers' Association

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

The Motor Industry Employees' Union of South Africa
and

The Motor Industry Staff Association

(hereinafter referred to as “the employees” or the “trade unions”) of the other part,
being the parties to The National Industrial Council for the Motor Industry.

CHAPTER I.

1. DATE AND PERIOD OF OPERATION OF AGREEMENT.

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

2. SCOPE OF APPLICATION.

(1) Subject to the provisions of sub-clause (2) hereof, the terms of this Agreement shall be observed throughout the Union of South Africa (excluding the area occupied by the Cape Explosives Works, Limited, Somerset West) by all employers and employees in the Motor Industry who are members of the employers' organisations and trade unions respectively; provided that they shall apply to apprentices only in so far as they are not consistent with the provisions of the Apprenticeship Act.

(2) Employees, other than workshop employees, whose annual earnings exceed £1,250 in any Areas 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 any Regional Council may prescribe in its stead.

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

“Area A (BR)” means the Magisterial District of East London.

“Area B (BR)” means the Magisterial Districts of Albert, Aliwal North, Barkly East, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, Kingwilliamstown, Komga, Lady Grey, Libode, Maclear, Middledrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Ngamakwe, Port St. Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenstroom, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria East, Willowvale, Wodehouse and Xalanga (Cala).

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

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

“Area A (NC)” means the Municipal Area of Kimberley.

“Area B (NC)” means the Municipal Areas of De Aar, Kuruman, Mafeking, Prieska, Upington and Vryburg.

“Area C (NC)” means the Magisterial Districts (excluding those Municipal Areas referred to in “Area A (NC)” and “Area B (NC)”) of Barkly West, Britstown, De Aar, Gordonia, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Phillipstown, Postmasburg, Prieska, Taungs, Vryburg and Warrenton.

“Area A (NL)” means the Magisterial Districts of Durban, Pietermaritzburg and Pinetown.

„Gebied B (NL)” beteken die magistraatsdistrikte Inanda, Camperdown, Richmond (Natal), Lions River, Estcourt, Klip River, Dundee, Newcastle, Vryheid en Lower Tugela.

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

„Gebied A (OVS)” beteken die magistraatsdistrik Bloemfontein en die dorpsbestuurraadsgebied van Welkom.

„Gebied B (OVS)” beteken die munisipale gebiede van Bethlehem, Harrismith, Kroonstad, Odendaalsrus en Parys.

„Gebied C (OVS)” beteken die Provinsie Oranje-Vrystaat, uitgesonderd dié distrikte en gebiede genoem in Gebied A (OVS) en Gebied B (OVS).

„Gebied A (TVL)” beteken die magistraatsdistrikte Oberholzer en Randfontein en die munisipale gebiede van Krugersdorp, Rodepoort-Maraiburg, Johannesburg, Edenvale, Germiston, Alberton, Kempton Park, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg (Transvaal), Vereeniging, Pretoria (met inbegrip van Hercules) en Vanderbijlpark en die gebiede onder die regs-beyoegtheid van die plaaslike gebiedskomitees vir Noord-Johannesburg, Noordoos-Johannesburg, Wes-Johannesburg en Noordwes-Johannesburg, gestig ingevolge die Ordonnansie tot Instelling van 'n Gesondheidsraad vir Buite-Stedelike Gebiede, 1943, (Transvaal).

„Gebied B (TVL)” beteken die munisipale gebiede van Klerksdorp, Pietersburg, Potchefstroom en Witbank.

„Gebied C (TVL)” beteken die Provinsie Transvaal, uitgesonderd dié distrikte en gebiede genoem in Gebied A (TVL) en Gebied B (TVL).

„Gebied A (WP)” beteken die magistraatsdistrikte Bellville, die Kaap, Paarl, Simonstad, Somerset-Wes (uitgesonderd die gebied beslaan 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, Namaqualand, Prins Albert, Sutherland, Tulbagh, Vanrhynsdorp en Williston.

„Batterywerktuigkundige” beteken 'n werknemer wat in diens is in 'n inrigting wat batterye herstel, bedien en/of vernuwe en wat batterydefekte opspoor en/of batterye herstel, uitmekaarhaal, vervang, weer inmeekaarsit 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 batterydefekte opspoor, batterye herlaai en herstel, en batterye en/of die onderdele daarvan weer inmeekaarsit.

„Bakafstroper” beteken 'n werknemer wat, in 'n inrigting wat ten minste een vakman-verfspuiters en/of een vakman-paneelmaker en/of een vakman-bekleder in diens het, kappe, bakke, stampers, modderskerms, deure, masjienkappe, verkoelers, rande, doppe, traliewerk, treplanke, baklywerk, vensterame, sitplekke, lampe, binnepanele, sitoortrekke, vloerplanke, afhaal en/of omruil.

„Klerklike werknemer” beteken 'n werknemer wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of enige ander vorm van klerklike werk doen; maar uitgesonderd stoommanne, tydhouders, 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 Nywerheids-verseeningswet, 1937.

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

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

„Ondervinding” beteken die totale tyd of tye diens wat 'n werknemer of by sy huidige of enige ander werkgever gehad het in die besondere bedryf waarin hy in diens is, met 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.

„Vulstasie kom” 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 in die geval van werknemers, uitgesonderd „deeltydse werknemers”, en deur die getal gewone werkure in enige enkele week gewerk in die geval van „deeltydse werknemers”.

„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 diër voege besit.

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

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

„Area A (O.F.S.)” means the Magisterial District of Bloemfontein and the Village Management Board Area of Welkom.

„Area B (OFS)” means the Municipal Areas of Bethlehem, Harrismith, Kroonstad, Odendaalsrus and Parys.

„Area C (OFS)” means the Province of the Orange Free State, excluding those districts and areas referred to in „Area A (O.F.S.)” and „Area B (O.F.S.)”.

„Area A (TVL)” means the Magisterial Districts of Oberholzer and Randfontein and the Municipal Areas of Krugersdorp, Rodepoort-Maraiburg, Johannesburg, Edenvale, Germiston, Alberton, Kempton Park, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg (Transvaal), Vereeniging, Pretoria (including Hercules) and Vanderbijlpark and the Areas of jurisdiction of the Local Area Committees for Northern Johannesburg, North-Eastern Johannesburg, Western Johannesburg and North-Western Johannesburg, established in terms of the Peri-urban Health Board Ordinance of 1943 (Transvaal).

„Area B (TVL)” means the Municipal Areas of Klerksdorp, Pietersburg, Potchefstroom and Witbank.

„Area C (TVL)” means the Province of the Transvaal excluding those districts and areas referred to in „Area A (TVL)” and „Area B (TVL)”.

„Area A (WP)” means the Magisterial District 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 spraypainter 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.

„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 store keepers 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.

„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 where-in 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.

„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 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 in the case of employees other than „part-time employees” and by the number of ordinary hours worked in any one week in the case of „part-time employees”.

„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 any Regional Council; or

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

(c) has proved to the satisfaction of any Regional Council his competence at any recognised trade and who holds a written certificate to that effect.

„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 „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 verkoop, brandstoftenks volmaak; voertuie afstof; lug inpomp; motorvoertuie parkeer; persele, uitrusting en gerei skoonmaak; bottels of ander houers vir voorrade volmaak; tee of dergelike drank 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 politoer; wiele omruil; wiele of vellings, buitebande en/of binnebande afhaal of terugsit; buitebande, vellings en/of wiele verf; buitebande en/of binnebande aan vellings of wiele aansit of omruil; lekke in binnebande heelmaak; alle klasse voertuie smeer en/of met olie spuit; olieplekke opspoor en moere en boutte aan oliebakke, ewenaar en transmissie vasdraai as dit nodig is, maar slegs wanneer geolie en gesmeer word.

- (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 verseel en was; motorvoertuie olie en smeer; motorvoertuie was en/of skoonmaak en/of politoer; lug inpomp; wiele omruil; wiele of vellings, buitebande en/of binnebande afhaal of terugsit; 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; registrasienommerplate aan voertuie vassit; petrol en/of olie verkoop; brandstoftenks volmaak; motorvoertuie parkeer; persele, uitrusting en gerei skoonmaak; bottels of ander houers vir voorrade volmaak; tee of dergelike drank maak; kontant invorder; domkrag of hystoestel gebruik om motorvoertuie te lig of te laat sak; masjiene, voertuie en dele daarvan, diere, masjinerie, implemente, gereedskap en ander artikels skoonmaak; voertuie op- en aflaai; goedere dra, verskuif, opstapel, inpak en uitpak; pakkies en pakkette sorteer; pakkette toedraai; gedrukte of klaar geadresseerde etikette aan bottels, kaste, bale of ander pakkies vassit; vere, kaste, bale of ander pakkies met kwas of spuittoestel sjabloneer of merk; deure oop- of toemaak; 'n goederehyser bedien; poststukke franker; briefkopieer- of dupliseermasjiene bedien; vuurmaak of vure aan die gang hou en afval of as verwyder; briewe, boodskappe of goedere tevoet of deur middel van 'n fiets, driewieler of handvoertuig aflewer of vervoer; houers volmaak of leegmaak; weeg tel en/of sorteer en die resultaat aanteken; skriftelike bestellings aanneem en ruil vir goedere buite die perseel van die werkgewer afgelewer; reserwedele op werkgewer se aanvraag koop; gereedskap en/of onderdele aan werkwinkels uitreik of daarvan ontvang; identifikasie-merke aan goedere nagaan en/of aanteken; op afleweringswaens help; diere versorg, inspan of uitspan; tuinwerk, paai of paadjies vee; rantsoene kook; klapperhaar en perdehaar uitpluis; masjinerie, met inbegrip van draaibanke en bogrondse aste, olie en smeer terwyl dit stilstaan; bandsmeersel aansit; afvalmotorvoertuie uitmekaarhaal; buitebande van vellings vir vulkaniseerdoeleindes afhaal of aansit; die stookoond van enige stoomketel vuur en die ketel bedien; gietvorms en bande skoonmaak; buitebande ondersoek, sny, afstroop, splits, opvryf, sementeer, opbou en afwerk; vulkaniseerbuis en/of lug- en/of stoomsakke en vellings aansit en/of verwyder; bande in gietvorms plaas en daaruit haal vir herstelwerk, versoling, herversoling, volversoling en/of topversoling; lekplekke aan binnebande voorberei en vulkaniseer, met inbegrip van die aansit en versit van ventiele; kleefmiddels aanwend en materiaal meng; help, waar nodig, om bande in en uit gietvorms te lig; gietvorms vasskroef; oonde en stookoonde laai en vuur; metaaldele met brander skoonmaak; lopers met ytersaag of masjien afsny; skaafels in viertvorms 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

„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:—

Selling 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 greasennipples; 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; 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; 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 of oiling and greasing; fitting registration number plates to vehicles; selling 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, packing 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; operating goods lifts; franking mail matter; operating letter copying or duplicating machines; 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, counting and/or sorting and recording the result; accepting written orders in return for goods delivered outside the premises of the employer; purchasing of spares on employer's requisition; issuing and/or receiving tools and/or components to and from workshops; checking and/or recording identification marks on goods; 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 while stationary; applying belt dressing; dismantling scrap motor vehicles; mounting and/or dismounting 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 or shavings into ingot forms; cleaning and preparing 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

werknemer in 'n hoër loongroep; werk vir plaatmetaal-werker en paneelmaker vashou; soldeersel, sweiswerk en ou verf vyl van dele en omliggende dele waaraan herstelwerk gedoen word; skuurpapierwerk, stopverf aansit, vulsel, onderlae en stopverf skuur; in verband met die verf van motorvoertuie met die hand of masjien maskeer, skoonmaak, meng 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; verdof-materiaal of roeswerende lae aansit, uitgesonderd grond-, oppervlak- en afwerklae;

- (c) ten opsigte van motorslooplekke, 'n werknemer wat, benewens die verrigting van enige van die werksaamhede opgenoem in paragraaf (b) hiervan, ook masjiene, uitgesonderd vir herstelwerk, uitmekaar kan haal.

„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 en/of onderdele daarvan.

„Werktuigkundige se afstroper” beteken 'n werknemer in 'n inrigting waarin minstens een vakman-motorwerktuigkundige in diens is, wat onder toesig van so 'n vakman, waterpype en/of verkoelers van motorkarre afhaal nadat die waterpomp en elektriese toebehore afgehaal is en/of die boonste en onderste tenks van die verkoelers met 'n asetyleenlamp afhaal en/of proppe aan verkoelers aansit en/of die volgende afhaal: kappe, bakke, stampers, modderskerms, deure, masjienkappe, verkoelers, rande, doppe, traliwerk, treeplanke, baklyswerk, vensterrame, sitplekke, lampe, binnepaneel, sitplekoortrekkers, voor- en agtervere, spiraalvere, oliebakke, silinderkoppe van syklemasjiene, remtrommels, vloerplanke, modderpanne, verwyderbare vliegwielmhulsels en/of die volgende verwyder maar dit nie geheel en al uitmekaarhaal nie: voor- en agterasinrigtings, ratkaste, voorwielhanginrigting, stuurinrigting, en/of volledige motore nadat elektriese toebehore afgehaal is.

„Motorslooplek” beteken 'n inrigting waarin motorvoertuie uitmekaargehaal en gebruikte reserwedele daarvan verkry word en waarin, waarop en waaruit sulke gebruikte reserwedele 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) inmeekaarsit, opbou, toets, hervervaardig, herstel, stel, nagaan, bedraad, stoffer, 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 die radio's;

(b) motoringenieurswerk;

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

(d) batterye vir motorvoertuie herstel, bedien en/of vernuwe;

(e) die bedryf van motorvoertuie parkeer en/of bewaar;

(f) die besigheid gedryf deur vulstasies en/of diensstasies;

(g) die besigheid bedoel, hoofsaaklik of uitsluitlik, vir die verkoop van motorvoertuie of motorvoertuigonderdele en/of reserwedele en/of toebehore (hetsy nuut of gebruik), wat daarmee gepaard gaan, hetsy so 'n verkoping gemaak word van persele wat verbonde is aan die gedeelte van 'n inrigting waarin motorvoertuie inmeekaarsit of herstel word, of nie;

(h) die besigheid van motorslooplekke;

(i) die besigheid van vervaardigingsinrigtings waarin motorvoertuigonderdele en/of reserwedele en/of toebehore en/of onderdele daarvan vervaardig word;

(j) voertuigbakbou.

Vir die toepassing van hierdie woordomskriving, beteken—

„motoringenieurswerk” die vernuwing van binnebrand-motore 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 sluit sleepwaens en karavane in maar sluit nie uitrusting in wat bedoel is om op vaste spore te loop nie, sleepwaens wat ontwerp is om vrage van 20 ton of meer te vervoer, of vliegtuie; en

„voertuigbakbou” beteken enigeen of almal van ondergenoemde werksaamhede uitgevoer in 'n inrigting vir die bou van voertuigbakke, maar sluit nie in die bou van voertuigbakke wat deur monterinrigtings as deel van die inmeekaarsit van motorvoertuie uitgevoer word nie—

- (a) kappe en/of bakke en/of bobou vir enige soort voertuig vervaardig, herstel of vernuwe;

and materials into position under the supervision of an employee in a higher wage group; holding up work for sheet metal worker and panelbeater; filing of solder, welding and old paints 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;

- (c) in relation to motor graveyards, an employee who, in addition to performing any of the functions enumerated in paragraph (b) hereof, may also strip engines other than for repair.

“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

“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) 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 bewaringsmiddels of dekoratiewe stof-bedek en/of versier;
- (e) die binnekant van kappe en/of bakke en/of bobou uitrust, toerus en afwerk;
- (f) sleepwaens bou, 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 woordomscrijwing omvat „voertuig” nie ’n vliegtuig nie en „motornywerheid”, soos hierbo omskryf, omvat nie onderstaande nie:—

- (i) Die vervaardiging van motorvoertuigonderdele en/of -toebehore en/of -reserwedele en/of -dele in inrigtings wat aangelê is om metaal- en/of plastiese goed van verskillende aard op aansienlike voet te produseer, en dit gewoonlik doen, of die verkoop van motorreserwedele en toebehore deur monteerinrigtings vanuit sulke inrigtings;
- (ii) die inmeekaarsit, opbou, toets, herstel, stel, nagaan, bedraad, spuitverf, verf en/of vernuwing van landbou-trekkers maar nie as dit uitgevoer word in inrigtings wat soortgelyke dienste lewer ten opsigte van motorkare, motorvragwaens of motortrokke nie;
- (iii) die vervaardiging en/of onderhoud en/of herstel van—
 - (a) uitrusting vir siviele en meganiese ingenieurswerk en/of onderdele daarvan hetsy op wiele gemonteer of nie;
 - (b) landboutuusrusting of onderdele daarvan; of
 - (c) uitrusting bedoel vir gebruik in fabriek en/of werksinkels; met dien verstande dat vir die toepassing van (a), (b) en (c) hierbo, „uitrusting” nie beskou moet word dat dit 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) monteerinrigtings wat inrigtings beteken waarin motorvoertuie uit nuwe onderdele op ’n monterlyn inmeekaarsit word en sluit die vervaardiging en/of fabrisering in van motorvoertuigdele of -onderdele wanneer dit in sulke inrigtings uitgevoer word, maar sluit nie die bou van die bakke in die buiten vir sover dit deel vorm van 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 aflaat, uitpak en, as dit nodig is, op hulle plek aansit; sulke dele soos dwarsstukke van onderstelle, aste, verkoelers, windskerms, dele van kappe op hulle plek vashou terwyl die vakman dit vasbout, vasklink, sweis of afskerm; batterye op hulle plek sit en olie in masjiene, ratkaste en agteraste ingooi.

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

„Werkman graad A” beteken ’n werknemer wat die speekwiele van motorfiets en motorkarre laat spoor.

„Werkman graad B” beteken, met betrekking tot ’n motoringenieursinrigting, ’n werknemer in sodanige inrigting wat uitsluitlik of hoofsaaklik nuwe metaal aan laers aansit en/of doppe en suierstange vertin.

„Parkerings en/of bewaring van motorvoertuie—die besigheid van” beteken die besigheid vir wins gedryf waarin motorkarre vir bewaring ontvang word, hetsy vir kort of lang tye en/of die inrigtings van so ’n besigheid 24 uur per dag of minder oop is of nie.

„Deeltydsewerknemer” beteken ’n klerklike werknemer wat vir hoogstens 5 uur altesaam op enige enkele dag by dieselfde werkgewer in diens is.

„Bediener van passasierhyser” beteken ’n werknemer wat uitsluitlik of hoofsaaklik ’n passasierhyser bedien.

„Stukwerk” beteken ’n stelsel waarby lone gebaseer word op hoeveelheid of omvang van gedane werk.

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

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

- (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) fitting 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 manufacturing 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 screen, parts of cabs, while the journeyman bolts, rivets, welds or screens such parts; places batteries in position and oils in engines, gearboxes and back axles.

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

“Operative Grade A” means an employee engaged on truing of motor car and motor cycle spoke wheels.

“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.

“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.

“Part-time employee” means a clerical employee who is employed by the same employer for not more than five hours in the aggregate on any one day.

“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.

„Streek GR” beteken die gebiede omskryf as Gebied A (GR) en Gebied B (GR).

„Streek OP” beteken die gebiede omskryf as Gebied A (OP) en Gebied B (OP).

„Streek NK” beteken die gebiede omskryf as Gebied A (NK) en Gebied B (NK).

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

„Streek OVS” beteken die Provinsie Oranje-Vrystaat.

„Streek TVL” beteken die Provinsie Transvaal.

„Streek WP” beteken die gebiede omskryf as Gebied A (WP), Gebied B (WP) en Gebied C (WP).

„Streeksraad” beteken ’n komitee as sodanig deur die Raad ingeвоolge sy reglement aangestel.

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

„Herhaling”, „herhalende” of „herhalingswerk” beteken, met betrekking tot enige werkmansgraad soos omskryf, die herhalende verrigting van een of meer werksaamhede, maar hoogstens drie in getal in ’n reeks werksaamhede vir sodanige werkmansgraad.

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

„Diensverkoper” beteken ’n werknemer wat hoofsaaklik implemente, masjinerie, uitrusting of toestelle olie, smeer, skoonmaak, stel of 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.

„Diensverkoper, gekwalifiseer,” beteken ’n diensverkoper met minstens 3 jaar ondervinding.

„Diensverkoper, ongekwalifiseer,” beteken ’n diensverkoper met minder as 3 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.

„Winkelklerk/verkoper” beteken ’n werknemer wat geheel of hoofsaaklik een of meer of almal van ondergenoemde werksaamhede of pligte in ’n toebehorewinkel of motorverkoop- en/of uitstallokaal verrig:—

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

„Korttyd” beteken ’n tydelike vermindering van die getal gewone werkure as gevolg van slapte of die noodgevolge van die handel, tekort aan materiaal, ’n algemene onklaarraking van installasie of masjinerie veroorsaak deur ’n 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 kontroliering van voorrade.

„Opsigter” beteken ’n werknemer wat in Streke GR, NL, OVS en TVL, deur die werkgewer oor ’n inrigting of gedeelte van ’n inrigting geplaas word waar vulkaniseerwerk verrig word, met die doel om werk aan die werknemers van so ’n inrigting of gedeelte van so ’n inrigting toe te wys en toesig oor die werk te hou terwyl dit deur die inrigting of gedeelte van die inrigting gaan, en sy verantwoordelikheid het betrekking op alle werksaamhede in verband met vulkaniseerwerk.

„Tydhouer” beteken ’n werknemer wat hoofsaaklik of uitsluitlik werk verrig in verband met die opstel van werkkoste, die betaalstaat en klerklike werk betreffende die personeelsterkte van enige inrigting.

„Reisiger” beteken ’n werknemer wat, in Streek NL, uitsluitlik of hoofsaaklik motorkarre verkoop of wat, in alle streke, 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 verwys word, werknemers wat minder as die tydperke ondervinding het wat vir gekwalifiseerde werknemers in hul onderskeie klasse vereis word.

„Vulkaniseerder” beteken ten opsigte van streke OP, NK en WP, iemand wat—

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

„Region BR” means those areas defined as “Area A (BP)” and “Area B (BR)”.

„Region EP” means those areas defined as “Area A (EP)” and “Area B (EP)”.

„Region NC” means those areas defined as “Area A (NC)”, “Area B (NC)” and “Area C (NC)”.

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

„Region OVS” means the Province of the Orange Free State.

„Reg.on TVL” means the Province of the Transvaal.

„Region WP” means those areas defined as “Area A (WP)”, “Area B (WP)” and “Area C (WP)”.

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

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

„Repetition”, „repetitive” or „repetitive performance” means, in relation to any operative grade as defined, the successive performance of any one or more operations not however, exceeding three in number in a series of operations for such operative grade.

„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.

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

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

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

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

„Vulcaniser”, in relation to Regions EP, NC and WP, means a person—

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

„Vulkaniseerder se werkmán” beteken ’n werkwinkelwerknemer, uitgesonderd ’n vakman, vulkaniseerder, opsigter, arbeider, stoomman of tydhouer, 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, bewaak.

„Week” beteken ’n tydperk van 7 opeenvolgende dae wat om 12-uur middernag op ’n Sondag begin.

„Werkwinkel se administratiewe personeel” beteken klerklike werknemers wat regstreeks in diens is in verband met enige van die werksaamhede gespesifiseer in paragrawe (a), (b), (c), (d) en (j) van die woordomskriving van „motornywerheid”.

„Werkwinkelwerknemer” beteken ’n werknemer vir wie lóne in klousule 25 (A) van hierdie Ooreenkoms voorgeskryf word.

4. VRYSTELLINGS.

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

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

(3) Die Streeksraad, Uitvoerende Komitee of Raad, na gelang van die geval, moet die voorwaardes bepaal waarop vrystelling geldig sal wees, en kan na goeddunke en nadat kennis skriftelik een week vooraf aan die betrokke persoon gegee is, ’n vrystellingsertifikaat intrek, of die termyn waarvoor vrystelling verleen is, verstryk het of nie.

(4) Die Sekretaris van die Streeksraad, Uitvoerende Komitee of Raad na gelang van 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, na gelang van die geval, moet—

- (a) alle 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, na gelang van 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 verskeide koervert wat op die buitekant aantoon die naam 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 kantoor-, stoor-, verkoops- en klerklike werknemers en dié werknemers vir wie lóne van £3 of minder in hierdie Ooreenkoms voorgeskryf word, die bedrag of bedrae wat as verlofbetaling 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 hoofstuk van die Ooreenkoms, as ’n werknemer afwesig is (uitgesonderd in die geval van verlof met besoldiging), ’n aftrekking na verhouding van die afwesigheid, bereken op die grondslag van die loon wat sodanige werknemer ontvang het ten opsigte van sy gewone werkure ten tyde daarvan;
- (b) behoudens die bepalings van klousule 14 van hierdie hoofstuk van die Ooreenkoms, met die skriftelike toestemming van die werknemer, aftrekkings vir vakansie-, versekerings-, voorsorgs- en/of pensioenfondse, as dié fondse nie bestuur word deur ’n Streeksraad of die Raad nie;
- (c) met die skriftelike toestemming van die werknemer en die betrokke Streeksraad, die Uitvoerende Raad of die Raad, bydraes vir tee-, sport- en dergelike klubs, of aftrekkings ten opsigte van aankope deur werknemers van hul werkgewers;

„Vulcaniser's operative” means a workshop employee other than a journeyman, vulcaniser, supervisor, 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.

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

„Workshop administrative staff” means clerical employees employed directly in conjunction with any of the activities specified in paragraphs (a), (b), (c), (d) and (j) of the definition of motor industry.

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

4. EXEMPTIONS.

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

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

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

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

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

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

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

5. PAYMENT OF EARNINGS.

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

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

(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 office, stores, sales and clerical employees and those 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 Chapter of the 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 Chapter of the Agreement, where an employee is absent from work (other than on paid leave), a deduction proportionate to such absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- (b) subject to the provisions of clause 14 of this Chapter of the Agreement, with the written consent of the employee where such funds are not administered by a Regional Council or the Council, deductions for holiday, insurance, provident and/or pension funds;
- (c) with the written consent of the employee and of the Regional Council, or the Executive Committee, or the Council, deductions in respect of tea, sports and similar clubs, or purchases by employees from their employers;

- (d) bydraes tot Raadfondse kragtens klousule 11 van hierdie Ooreenkoms en bydraes tot enige siekte-voorsorgs- en/of pensioenfonds, deur die Raad of 'n Streeksraad bestuur;
- (e) as 'n werkgewer by 'n wet of ordonnansie of regseding verplig word om betalings vir of ten behoeve van 'n werknemer te maak, kan enige bedrag wat aldus betaal is, afgetrek word;
- (f) as 'n werknemer toestem of dit van hom ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, of die Naturellearbeid Reëlswet, 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 vir slegs losies of 2s. 6d. per week slegs vir inwoning;
- (g) ledigheid vir die Motor Industry Employees' Union of South Africa en die Motor Industry Staff Association, ingevolge klousule 12 van hierdie Ooreenkoms, of ander vakverenigings wat deur 'n Streeksraad goedgekeur word, die Uitvoerende Raad of die Raad.

6. ADMINISTRASIE VAN OOREENKOMS.

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

7. AGENTE.

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

8. REGISTRASIE VAN WERKNEMERS.

(1) Elke werkgewer moet, tensy hy dit reeds gedoen het, 'n staat in die vorm van Aangangsel A van hierdie Ooreenkoms, ten opsigte van elke plek waar hy besigheid doen, invul en sodanige staat by die Sekretaris van die Streeksraad in wie se reggebied sodanige besigheidsplek geleë is, indien, en wel binne 30 dae van die datum af—

- (a) waarop hierdie Ooreenkoms in werking tree in die geval van enige besigheidsplek/ke wat hy op daardie datum dryf; of
- (b) waarop met besigheid op sodanige plek 'n aanvang gemaak is.

(2) Elke werkgewer moet die sekretaris van die betrokke Streeksraad in kennis stel van veranderings van—

- (a) eienaar van die besigheid en/of;
- (b) naam van die besigheid en/of;
- (c) adres van die besigheid;
- (d) die personeel van die vennote, direkteure of bestuurders, binne een maand na sodanige verandering.

9. VERTONING VAN OOREENKOMS EN OPPLAK VAN KENNISGEWINGS.

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

- (a) 'n Eksemplaar van hierdie Ooreenkoms;
- (b) 'n opsomming van artikels van die 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, na gelang van die geval, en die tyd en plek waar lone gewoonlik iedere week of maand, na gelang van die geval, betaal sal word;
- (d) 'n kennisgewing met die amptelike adres van die Afdelingsinspekteur van Arbeid en van die Sekretaris van die Streeksraad in wie se gebied die werkgewer sy besigheid dryf;
- (e) 'n kennisgewing met die begin- en sluitingstye van elke skof in die geval van vulstasies en/of dienststasies waar diensteoeshouers en/of arbeiders volgens 'n skofstelsel in diens is.

10. TYD- EN LOONREGISTER.

(1) Elke werkgewer moet registers vir inspeksie 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) Elke werkgewer moet die volledige register in subklousule (1) van hierdie klousule genoem, tot 3 jaar na die datum van enige inskrywings daarin bewaar.

11. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te dek, moet elke werkgewer 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 subartikel (2) hiervan genoem, aftrek. By hierdie bydraes aldus afgetrek, moet die werkgewer 'n gelyke bedrag byvoeg en moet maand vir maand, maar nie later as die 10de van die maand na die maand waarop die bydraes betrekking het nie, die totale bedrag aan bydraes aan die Sekretaris van die Streeksraad stuur in wie se gebied sy besigheidsplek geleë is, onder dekking van en tesame met besonderhede in die vorm wat in Aangangsel B van hierdie Ooreenkoms aangetoon word.

- (d) contributions to Council funds in terms of clause 11 of this Chapter of the Agreement and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council;
- (e) where an employer is compelled by any law or ordinance or legal process to make payment for or on behalf of an employee, any amount so paid may be deducted;
- (f) where an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, as amended, or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer, a deduction not exceeding 6s. per week when board and lodging is provided or not more than 3s. 6d. per week for board only or 2s. 6d. per week for lodging only;
- (g) subscriptions to the Motor Industry Employees' Union of South Africa and the Motor Industry Staff Association in terms of clause 12 of this Chapter of the Agreement, or to such other trade unions as may be approved by a Regional Council, the Executive Committee or the Council.

6. ADMINISTRATION OF AGREEMENT.

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

7. AGENTS.

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

8. REGISTRATION OF EMPLOYERS.

(1) Every employer, unless he has already done so, shall in respect of each place at which he carries on business complete a statement in the form of Annexure A to this Agreement and lodge such statement with the Secretary of the Regional Council within whose area of jurisdiction such place of business is situated not later than 30 days after the date—

- (a) on which this Agreement comes into operation in the case of any place/s of business which he is operating at that date; or
- (b) of the commencement of business at any such place.

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

- (a) the ownership of the business; and/or
- (b) the name of the business; and/or
- (c) the address of the business;
- (d) the personnel of the partners, directors or managers; within one month of such change.

9. EXHIBITION OF AGREEMENT AND POSTING OF NOTICES.

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

- (a) A copy of this Agreement;
- (b) a summary of sections of the Industrial Conciliation Act as prescribed by regulation 7 (5) of the Act;
- (c) a notice in the form prescribed by the regulation under the Act specifying the day of the week or month, as the case may be, and the time and place at which wages will ordinarily be paid each week or month, as the case may be;
- (d) a notice containing the official address of the Divisional Inspector of Labour and of the Secretary of the Regional Council within whose area of jurisdiction the employer is carrying on his business;
- (e) a notice containing the starting and finishing times of each shift in the case of filling and/or service stations where service attendants and/or labourers are employed on a shift system.

10. TIME AND WAGES REGISTER.

(1) Every employer shall keep 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 Secretary of the Regional Council within whose area of jurisdiction his place of business is situated, under cover of, and together with particulars in the form prescribed in Annexure "B".

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

Streek.	Loongroep of klas.	Bydrae.
GR	Weekliks betaalde werknemers wat lone van minder as £2. 6s. per week ontvang en arbeiders (ongegag die loon)	1d. per week.
	Weekliks betaalde werknemers wat lone van £2. 6s. of meer per week ontvang	9d. per week.
	Maandeliks betaalde werknemers wat lone van minder as £10 per maand ontvang	1s. per maand.
	Maandeliks betaalde werknemers wat lone van £10 of meer per maand ontvang	2s. 6d. per maand.
OP	Weekliks betaalde werknemers wat lone van minder as £2. 6s. per week ontvang	4d. per week.
	Weekliks betaalde werknemers wat lone van £2. 6s. of meer per week ontvang	9d. per week.
NK	Maandeliks betaalde werknemers	2s. 6d. per maand.
	Weekliks betaalde werknemers wat lone van £2. 6s. of minder per week ontvang	2d. per week.
	Weekliks betaalde werknemers wat lone van meer as £2. 6s. per week ontvang	6d. per week.
	Maandeliks betaalde werknemers wat £10 of minder per maand ontvang	6d. per maand.
OVS	Maandeliks betaalde werknemers wat meer as £10 per maand ontvang	2s. 2d. per maand.
	Weekliks betaalde werknemers wat lone van £2 per week of minder ontvang en arbeiders (ongegag die weekloon)	1d. per week.
	Weekliks betaalde werknemers wat lone van meer as £2 per week ontvang	8d. per week.
NL en TVL	Maandeliks betaalde werknemers...	2s. 3d. per maand.
	Weekliks betaalde werknemers wat lone van £2 of minder per week ontvang en, slegs in Streek TVL, arbeiders (ongegag die weekloon)	1d. per week.
	Weekliks betaalde werknemers wat lone van meer as £2 per week ontvang	6d. per week.
	Maandeliks betaalde werknemers wat lone van £10 of minder per maand ontvang	6d. per maand.
WP	Maandeliks betaalde werknemers wat lone van meer as £10 per maand ontvang	2s. per maand.
	Vakmanne.....	9d. per week.
	Kantoor-, stoor-, verkoops- en klerklike werknemers, diensverkopers, stoormanne en tydhouders	1s. per maand.
	Ander werknemers nie hierbo gespesifiseer nie	3d. per week.

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

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

Streek GR: Posbus 714, Oos-Londen.
 Streek OP: Posbus 3164, Port Elizabeth.
 Streek NK: Posbus 446, Kimberley.
 Streek NL: Posbus 2838, Durban.
 Streek OVS: Posbus 910, Bloemfontein.
 Streek TVL: Posbus 8477, Johannesburg.
 Streek WP: Posbus 1946, Kaapstad.

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

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

(2) 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 betrokke streeksraad stuur saam met die vorm voorgeskryf in Aanhangsel B van hierdie Ooreenkoms.

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

Region.	Wage Group or Class.	Contribution.
BR	Weekly paid employees in receipt of wages of less than £2. 6s. per week and labourers (irrespective of the wage)	1d. per week.
	Weekly paid employees in receipt of wages of £2. 6s. or more per week	9d. per week.
	Monthly paid employees in receipt of wages of less than £10 per month	1s. per month.
	Monthly paid employees in receipt of wages of £10 or more per month.	2s. 6d. per month.
EP	Weekly paid employees in receipt of wages of less than £2. 6s. per week	4d. per week.
	Weekly paid employees in receipt of wages of £2. 6s. or more per week	9d. per week.
NC	Monthly paid employees.....	2s. 6d. per month.
	Weekly paid employees in receipt of wages of £2. 6s. or less per week	2d. per week.
	Weekly paid employees in receipt of wages of more than £2. 6s. per week	6d. per week.
	Monthly paid employees in receipt of wages of £10 or less per month	6d. per month.
OFS	Monthly paid employees in receipt of wages of more than £10 per month	2s. 2d. per month.
	Weekly paid employees in receipt of wages of £2 or less per week and labourers (irrespective of the weekly wage)	1d. per week.
	Weekly paid employees in receipt of wages of more than £2 per week	8d. per week.
NL and TVL	Monthly paid employees.....	2s. 3d. per month.
	Weekly paid employees in receipt of wages of £2 or less per week and in Region TVL only, labourers (irrespective of the weekly wage)	1d. per week.
	Weekly paid employees in receipt of wages of more than £2 per week	6d. per week.
	Monthly paid employees in receipt of wages of £10 or less per month	6d. per month.
WP	Monthly paid employees in receipt of wages of more than £10 per month	2s. per month.
	Journeymen.....	9d. per week.
	Office, Stores, Sales and Clerical Employees, Service Supply Salesmen, Storekeepers and Time-keepers	1s. per month.
	Other employees not specified above	3d. per week.

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

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

Region BR: P.O. Box 714, East London;
 Region EP: P.O. Box 3164, Port Elizabeth;
 Region NC: P.O. Box 446, Kimberley;
 Region NL: P.O. Box 2838, Durban;
 Region OFS: P.O. Box 910, Bloemfontein;
 Region TVL: P.O. Box 8477, Johannesburg;
 Region WP: P.O. Box 1946, Cape Town.

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

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

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

13. VAKVERENIGINGARBEID.

- (1) Behoudens soos anders in hierdie Ooreenkoms bepaal—
- (a) mag geen lid van die Motor Industry Employees' Union of die Motor Industry Staff Association werk by 'n werkgever aanneem wat nie lid van die S.A. Motor Industry Employers' Association of die South African Vehicle Builders' and Repairers' Association is nie of in diens bly by 'n werkgever wat opgehou het om lid te wees van die South African Motor Industry Employers' Association of die South African Vehicle Builders' and Repairers' Association;
- (b) geen lid van die S.A. Motor Industry Employers' Association mag enige werkwinkelwerknemer, uitgesonderd 'n vakleerling, in sy diens hê wat nie lid van die Motor Industry Employees' Union of S.A. is nie, of enige kantoor-, stoor-, verkoops- of klerklike werknemer wat nie lid van die Motor Industry Staff Association is nie;
- (c) geen lid van die S.A. Vehicle Builders' and Repairers' Association mag 'n vakman in diens hê wat nie lid van die Motor Industry Employees' Union of S.A. of ander geregistreerde vakvereniging is of enige kantoor-, stoor-, verkoops- of klerklike werknemer wat nie lid van die Motor Industry Staff Association is nie.
- (2) Hierdie klousule is nie soos volg van toepassing nie—
- (a) in die geval van kantoor-, stoor-, verkoops- en klerklike werknemers wat lid van die S.A. Institute of Draughtsmen is of wat meer as £840 per jaar in enige A-gebied of £720 per jaar in enige ander gebiede verdien;
- (b) ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika; met dien verstande dat as enige immigrant te eniger tyd na die eerste drie maande van sy diens in die nywerheid enige uitnodiging van die betrokke vakverenigings om lid daarvan te word, van die hand gewys het, die bepaling van hierdie klousule onmiddellik van toepassing word;
- (c) ingeval, na die mening van die Raad, lidmaatskap tot 'n party by hierdie Ooreenkoms sonder redelike oorsaak geweier of beëindig is, en die applikant sodanige weiering by die Raad binne 21 dae daarvan aangemeld het.
- (3) Bewys van lidmaatskap van die betrokke vakverenigings is die voorlegging van 'n lidmaatskapskaart uitgereik deur sodanige vakverenigings en in die geval van die Motor Industry Employees' Union of S.A., met aantekening van die graad waarin lidmaatskap van sodanige lid deur daardie vakvereniging geregistreer is.

14. JAARLIKSE VERLOF.

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

- (a) Weekliks betaalde werknemers kwalifiseer, in die geval van werknemers wat 5½ dae per week werk, vir die verlof na voltooiing van 308 volle skofte (met uitsluiting van oortyd) by dieselfde 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 laaste verlof verskuldig was, na gelang van die jongste.

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 werknemers 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 aaneenlopende 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.
- (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 in paragraaf (a) hiervan genoem, of 12 maande aaneenlopende diens in die geval van werknemers na wie in paragraaf (b) hiervan verwys word.
- (d) Behoudens subklousule (8) hiervan moet verlofbesoldiging 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 eenige van die betaalde openbare vakansiedae genoem in klousule 15 (1) van hierdie hoofstuk of in die geval van vervaardigingsinrigtings in klousule 7 (1) van hoofstuk 3 van hierdie Ooreenkoms genoem, op 'n werkdag binne die verloftyd van 'n werknemer val, moet 'n werkdag by genoemde verloftyd ten opsigte van elke sodanige betaalde openbare vakansiedag met volle besoldiging getel word.

13. TRADE UNION LABOUR.

- (1) Save as is otherwise provided in this Agreement—
- (a) no member of the Motor Industry Employees' Union of South Africa or the Motor Industry Staff Association shall accept employment with any employer who is not a member of the South African Motor Industry Employers' Association or the South African Vehicle Builders' and Repairers' Association or remain in the employ of any employer who has ceased to be a member of the South African Motor Industry Employers' Association or the South African Vehicle Builders' and Repairers' Association;
- (b) no member of the South African Motor Industry Employers' Association shall employ any workshop employee, other than an apprentice, who is not a member of the Motor Industry Employees' Union of South Africa or any office, stores, sales or clerical employee who is not a member of the Motor Industry Staff Association;
- (c) no member of the South African Vehicle Builders' and Repairers' Association shall employ any journeyman who is not a member of the Motor Industry Employees' Union of South Africa or other registered trade union or any office, stores, sales or clerical employee who is not a member of the Motor Industry Staff Association.
- (2) This clause shall not apply—
- (a) in the case of office, stores, sales and clerical employees who are members of the South African Institute of Draughtsmen or who are in receipt of remuneration in excess of £840 per annum in any A Area or £720 per annum in any other Areas;
- (b) 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 unions concerned to become a member thereof, the provisions of this clause shall immediately come into operation;
- (c) 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 hereof.
- (3) Proof of membership of the trade unions concerned shall be the production of a membership card issued by such trade unions and in the case of the Motor Industry Employees' Union of South Africa, bearing a record of the grade in which the membership of such member has been registered by that trade union.

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 purpose 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-clause (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 said public holidays referred to in clause 15 (1) of this chapter or in the case of manufacturing establishments in clause 7 (1) of Chapter 3 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) By die beëindiging van die diens van 'n werknemer wat kragtens hierdie subklousule vir verlof gekwalifiseer het, maar wat nie sy verlof toegestaan is of wat dit nie op die datum van sodanige beëindiging geneem het nie, moet die werkgever hom 'n bedrag aan verlofbesoldiging betaal bereken ooreenkomstig die bepalinge van subklousule (2) (a) hiervan.

(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 -diens tyd voltooi het, reg op—

(i) in die geval van 'n werknemer op wie die bepalinge van subklousule (1) (a) hiervan van toepassing is, op drie twee-en-vyftigstes, en in die geval van 'n werknemer wat 'n weekliks betaalde werknemer is en op wie die bepalinge van subklousule (10) hiervan van toepassing is, op twee twee-en-vyftigstes 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; en

(ii) in die geval van 'n werknemer op wie die bepalinge van subklousule (1) (b) van toepassing is, op drie twee-en-vyftigstes, en in die geval van 'n werknemer wat 'n maandeliks betaalde werknemer is en op wie die bepalinge van subklousule (10) hiervan van toepassing is, op twee twee-en-vyftigstes 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 laaste jaarlikse verlof verskuldig geword het, na gelang van die jongste.

(b) In die geval van alle werknemers, uitgesonderd kantoor-, stoor-, verkoops- en klerklike werknemers en/of dié vir wie lone van £3 of minder per week in hierdie Ooreenkoms voorgeskryf word, is die volgende verdere bepalinge van toepassing:—

(i) 'n Bedrag gelyk aan dié waarop die werknemer geregtig is, moet deur die werkgever aan die sekretaris van die Streeksraad in wie se gebied hy besigheid doen, gestuur word onmiddellik na beëindiging van die werknemer se diens;

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

(iii) geen werknemer mag sy verlofkrediet in kontant van sy werkgever aanneem nie. Die werkgever moet by diensaanvaarding by 'n ander werkgever, die kopie van die heringenoemde verlofbetalingsorder aan daardie werkgever oorhandig en dié werkgever moet die werknemer sy jaarlikse verlof toestaan binne twee maande na sy voltooiing van die getal skifte of dien tyd 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 voorgaande paragraaf, toegestaan is, of as die werknemer se diens beëindig is voordat die verlof toegestaan is, moet sy werkgever die bedrag van die verlofbetaling wat aan hom verskuldig is en bereken is, volgens die bepalinge van subklousule (2) (a) hiervan, op daardie tydstop aan hom betaal en die werknemer moet 'n week vooruit by die betrokke Streeksraad aansoek doen om die bedrag wat ingevolge paragraaf (i) hiervan aan die Raad betaal is, en die bedrag moet deur voornoemde Streeksraad betaal word by voorlegging van sy getekende kopie van die verlofbetalingsorder wat in paragraaf (ii) hiervan genoem word;

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

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

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

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

(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.

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

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

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

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

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

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

(iii) no such employee shall take his leave credit in cash from his employer. Such employee shall, on entering the service of another employer, present to such employer the copy of the holiday leave pay voucher referred to herein and such employer shall 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 concerned 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) secretaries of the Regional Councils shall place all amounts received on behalf of holiday leave pay in a special account operated by the Regional Councils and shall pay the amount received in respect of an employee to such employee when he qualifies for such payment. Should the employee leave the Industry, the amount shall be paid to him on the expiry of 52 weeks calculated from the date on which the leave pay commenced to accrue, or earlier, at the discretion of the Regional Council concerned;

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

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

(c) In the case of 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) As 'n werknemer sy diens verlaat, verbeur hy ten opsigte van hierdie diens, 'n bedrag aan verlofbetaling wat ingevolge subklousule (2) hiervan opgeloopt 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 'n Streeksraad betaal is, as wat nodig is om die verbeuring te dek, moet deur die Streeksraad aan die betrokke werkgewer terugbetaal word, met dien verstande dat aansoek om terugbetaling deur die werkgewer by die Streeksraad binne 14 dae na die diensverlating gedoen word.

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

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

(6) Geen werknemer mag sy gewone werk gedurende sy verlof-tyd uitoefen nie en geen werkgewer mag enige werknemer verplig of wetend toelaat om gedurende sy verloftyd in die Nywerheid te werk nie.

(7) Vir die toepassing van hierdie klousule 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 waarin hy—

- (a) ingevolge subartikel (1) hiervan met verlof was;
- (b) opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, moes meemaak;
- (c) op las of op versoek van sy werkgewer afwesig was;
- (d) van die werk afwesig was weens siekte of 'n 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 verdienste tensy anders bepaal in enige aansporingsbonusooreenkoms aangaan ingevolge klousule 34, en, uitgesonderd in die geval van vakmanne, gereedskapstellers en vulkaniseerders, lewenskostetoelae.

(9) Uitgesonderd soos elders in hierdie Ooreenkoms bepaal, mag geen aftrekkings van verlofbetaling gemaak word om rede van geld wat aan die werkgewer verskuldig is nie.

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

15. BETALING VIR OPENBARE VAKANSIEDAE.

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

Ingeval enigeen van hierdie openbare vakansiedae op 'n Sondag val, moet die volgende Maandag vir die toepassing van hierdie klousule as daardie besondere vakansiedag beskou word, en as dit in die geval van Kersdag gebeur, moet die volgende Dinsdag as Tweede Kersdag beskou word.

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

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

- (a) vakleerlinge, kantoor-, stoor-, verkoops- en klerklike werknemers en werknemers, uitgesonderd in Gebied WP, vir wie lone van £3 of minder per week in hierdie Ooreenkoms voorgeskryf word, die besoldiging betaal wat hulle sou ontvang het as hulle op sodanige dag gewerk het;
- (b) as hy op of voor middag op die dag vóór 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—

- (i) vakmanne minstens 15s. vir so 'n dag betaal;
- (ii) alle ander werknemers nie elders in hierdie subklousule genoem nie, met inbegrip van, in die geval van streek WP-werknemers vir wie lone van £3 of minder per week in hierdie Ooreenkoms voorgeskryf word, minstens een-vyfde van die voorgeskrywe weeklikse lewenskostetoelae.

(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 a Regional Council in terms of sub-clause (2) (b) hereof as may be necessary to meet the forfeiture, shall be refunded by such Regional Council to the employer concerned; provided that application for such refund is made to the Regional Council by the employer within 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.

(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 and no employer shall require or knowingly permit any employee to work in the industry 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, toolsetters and vulcanisers, cost of living allowance.

(9) Except as elsewhere provided in this Agreement, no deductions from leave pay shall be made as a set-off against any moneys which may be owing to the employer.

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

15. PAYMENT FOR PUBLIC HOLIDAYS.

(1) Where Good Friday, Queen's Birthday, Kruger Day, 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.

Where any of these public holidays fall on a Sunday, the following Monday shall, for purposes of this clause, be deemed to be that particular holiday and where this occurs in the case of Christmas Day, the following Tuesday shall be deemed to be Boxing Day.

(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 apprentices, office, stores, sales and clerical employees and employees other than in Region WP for whom wages of £3 or less per week are prescribed in this Agreement, 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 for whom the basis of remuneration is prescribed in sub-clause (3) (a) of this clause will not be required to work, he shall pay—

- (i) journeymen not less than 15s. for such day;
- (ii) all other employees not elsewhere referred to in this sub-clause including in the case of Region WP employees for whom wages of £3 or less per week are prescribed in this Agreement, not less than one-fifth of the prescribed weekly cost of living allowance.

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

(5) Behoudens klousule 30 (6), moet alle werknemers vir wie lone in klousule 25 (E) voorgeskryf word, verlof met volle besoldiging op alle wettlike openbare vakansiedae toegestaan word.

16. VERONDERSTELLING.

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

- (a) enige tyd wanneer hy, ingevolge die vereistes van sy werkgewer 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 werkgewer 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 artikel 10 van hierdie Ooreenkoms bygehou moet word nie;

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

17. BESIGHEIDSURE.

(1) Behoudens die bepalings van klousule 31 mag geen werkgewer 'n inrigting of dié gedeelte waarin hy enigeen van die werksaamhede verrig wat genoem word in paragrawe (a), (b) en (d) van die woordomskriving van „motornywerheid” in hierdie Ooreenkoms, verrig word, soos volg oopmaak of toelaat dat dit oopgemaak word nie—

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

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

(2) Geen werkgewer mag 'n motorverkooplokaal en/of -vertoonkamer, toebehorewinkels 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 uit 'n verkooplokaal of vertoonkamer, toebehorewinkels 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 verbied wat nodig is in noodgevalle of met die breek van motors, met die doel om defekte uitrusting te vervang wat nodig is om 'n motoris toe te laat om sy reis te hervat nie.

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 hoogstens, egter, een dag se betaling ten opsigte van elke tydperk van 24 opeenvolgende 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 loonskale 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 van 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 losies en inwoning wanneer hy op die werk is of na en van die werk reis;
 - (v) minstens 2s. 6d. per nag in die geval van werknemers vir wie lone van £3 of minder per week in hierdie Ooreenkoms voorgeskryf word 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.

(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) Subject to clause 30 (6), all employees 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.

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 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 for whom wages of £3 or less per week are prescribed in this Agreement 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) 'n Reisiger of diensverkoper wat—

(a) op enige reis wat ter uitvoering van sy pligte onderneem word, van sy woonplek en sy werkgever se inrigting vir langer as ses agtereenvolgende ure afwesig is, moet—

(i) deur sy werkgever vergoed word vir alle uitgawes wat redelikerwys deur hom aangegaan word vir die verkryging van etes en tee gedurende elke afwesigheid wat nie oor 'n nag strek nie; of

(ii) deur sy werkgever '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 werkgever se motorvoertuig gebruik of wat verplig is om per trein of enige ander, uitgesonderd sy eie vervoermiddel te reis, moet deur sy werkgever vergoed word vir alle redelike vervoerkoste deur hom ter 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 werkgever 'n insluitende vervoerkoste betaal word van minstens 7½d. vir elke myl in so 'n voertuig gereis ter uitvoering van sy pligte.

(3) Enige toelaes en uitgawes wat kragtens subklousule (2) aan 'n reisiger of diensverkoper betaalbaar is, moet deur sy werkgever binne 7 dae van die werknemer se skriftelike eis daarom betaal word; met dien verstande dat die werknemer nie meer as 1 eis om sulke toelaes en uitgawes in 1 week mag indien nie; ook moet hy nie eise by tussenpose van langer as 1 maand indien nie.

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

19. VERSKAFFING VAN OORPAKKE OF TOELAES IN PLAAS DAARVAN.

(1) (a) Elke jaar moet elke werkgever kosteloos aan elk van sy werknemers van die klasse gespesifiseer in die volgende bylae, die getal en soort kleren verskaf wat gespesifiseer is in daardie bylae vir sodanige klasse werknemers in die gebied waarin sy inrigting geleë is; met dien verstande dat die werkgever in gebiede NK, NL, TVL en WP, die keuse het om aan sodanige werknemers, in plaas daarvan om sodanige kleren te verskaf, 'n weeklikse toelaes, gespesifiseer in die genoemde bylae, benewens hul gewone besoldiging, te betaal:

BYLAE.

Streek waarin inrigting geleë is.	Getal kledingstukke om te verskaf.	Soort kledingstukke om te verskaf.	Betrokke klasse werknemers.	Weeklikse toelaes betaalbaar i.p.v. kleren.
OP GR	3	Ketelmakersoorpake van goeie kwaliteit of wasbare jasse	Vakmanne en vakleerlinge	—
OP	2	Ketelmakersoorpake of wasbare jasse	Werknemers vir wie lone in klousule 25 (A) voorgeskryf is	—
NK	2	Ketelmakersoorpake of wasbare jasse	Vakmanne en vakleerlinge	4s.
NL	2	Ketelmakersoorpake of wasbare jasse	Vakmanne en vakleerlinge	4s.
OVS	3	Nuwe eerstegraadse oorpakke	Vakmanne en vakleerlinge	—
TVL	2	Ketelmakersoorpake of wasbare jasse	Vakmanne en vakleerlinge	2s.
WP	2	Uniform, oorpak, stofjas of voorskoot	Vakmanne, vakleerlinge en enige werknemers wat deur werkgever verplig word om die gespesifiseerde kleren te dra	1s. 6d.

(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) reimbursed by his employer for all expenses reasonably incurred by him for the provision of any meals and teas for himself 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 sixpence 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 reimbursed by his employer for all reasonable transport expenses incurred by him in the performance of his duties and for the purpose 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 pence for each mile travelled in such vehicle in the performance of his duties;

(3) Any allowances and expenses payable to a traveller or service supply salesman in terms of sub-clause (2) shall be paid by his employer within seven days of such employee's written claim therefor; provided that the employee shall not submit more than one claim for any such allowances and expenses in any one week, nor shall he submit any such claims at intervals between claims of more than one month.

(4) The provisions of this clause shall not apply to mobile workshops; provided that bedding and cooking equipment are supplied by the employer.

19. SUPPLY OF OVERALLS OR ALLOWANCE IN LIEU THEREOF.

(1) (a) Every employer shall supply each year free of charge to each of his employees of the classes specified in the following schedule, the number and type of garments specified in that schedule for such classes of employees in the Region in which his establishment is situated; provided that, in Regions NC, NL, TVL and WP, the employer shall have the option of paying to such employees in lieu of supplying such garments, a weekly allowance as specified in the said schedule in addition to their normal remuneration:—

SCHEDULE.

Region in which Establishment Situated.	No. of Garments to be Supplied.	Type of Garments to be Supplied.	Classes of Employees Concerned.	Weekly Allowance Payable in lieu of Garments.
BR	3	Good quality boiler-makers' overalls or washing coats	Journeymen and apprentices	—
EP	2	Boilermakers' overalls or washing coats	Employees for whom wages are prescribed in Clause 25 (A)	—
NC	2	Boilermakers' overalls or washing coats	Journeymen and apprentices	4s.
NL	2	Boilermakers' overalls or washing coats	Journeymen and apprentices	4s.
OFS	3	New first-grade overalls	Journeymen and apprentices	—
TVL	2	Boilermakers' overalls or washing coats	Journeymen and apprentices	2s.
WP	2	Uniform, overall, dust coat or apron	Journeymen, apprentices, and any employees who are required by the employer to wear the specified types of garments	1s. 6d.

(b) Elke werkgewer, uitgesonderd dié in Gebiede OP en WP, wat enige werknemer, uitgesonderd 'n vakman of 'n vakleerling, verplig om 'n uniform, oorpak, stoffas of voorskoot te dra, moet 2 sodanige kledingstukke kosteloos per jaar verskaf.

(2) *Was en stryk van klere.*—(a) In Gebied GR moet werknemers wat ingevolge hierdie Ooreenkoms van klere voorsien word, sodanige klere in 'n skoon toestand hou.

(b) In Gebied OP is werkgewers verantwoordelik vir die was en stryk of skoonmaak van klere uitgereik ingevolge hierdie Ooreenkoms, of hulle moet aan elke een van die betrokke werknemers 'n wastoelae van 1s. 6d. per week in Gebied A (OP) en 1s. per week in Gebied B (OP), benewens hul gewone besoldiging, betaal.

(3) *Tyd van uitreiking van klere.*—(a) Elke werkgewer in Gebied GR moet, behoudens die bepalings van paragraaf (iii) hiervan, die klere genoem in subklousule (1) hiervan, soos volg uitreik:—

- (i) Twee kledingstukke moet aan elke werknemer aan die begin van elke jaarlikse dienssiklus van sodanige werknemer uitgereik word;
- (ii) nog 'n kledingstuk moet aan elke werknemer elke 6 maande na die begin van elke jaarlikse dienssiklus van sodanige werknemer uitgereik word;
- (iii) as die jaarlikse dienssiklus van enige werknemer reeds begin het op die datum waarop hierdie Ooreenkoms in werking tree en klere nog nie reeds aan sodanige werknemer ingevolge Goewermentskennisgewing No. 2996 van 24 Desember 1952 uitgereik is nie, moet dit beskou word dat die jaarlikse dienssiklus van sodanige werknemer op die genoemde datum begin; vir die toepassing van hierdie subklousule beteken „jaarlikse dienssiklus” 'n tydperk van 12 maande aaneenlopende diens by dieselfde werkgewer en moet bereken word van die datum af waarop diens by sodanige werkgewer begin het.

(b) Elke werkgewer in Gebied OVS moet die klere genoem in subklousule (1) hiervan soos volg uitreik:—

- (i) Twee kledingstukke moet aan elke werknemer uitgereik word op die datum waarop hierdie Ooreenkoms in werking tree of op die datum waarop diens begin het as dit later gebeur, en nog 2 kledingstukke by voltooiing van elke 12 maande aaneenlopende diens deur sodanige werknemer by dieselfde werkgewer;
- (ii) nog 'n kledingstuk moet aan elke werknemer met tussenpose van hoogstens 6 maande uitgereik word na elke uitreiking van die kledingstukke in die voorgaande paragraaf genoem.

(4) *Eiendom van klere.*—(a) Uitgesonderd in die geval van Gebied OVS bly enige kledingstuk wat ingevolge hierdie klousule uitgereik is, die eiendom van die werkgewer.

(b) In Gebied OVS word kledingstukke wat aan werknemers uitgereik word die eiendom van sodanige werknemers 6 maande na die uitreiking van die kledingstukke.

(5) *Nie-betaling van toelae.*—Ingeval enige werknemer wat reg het op die betaling van 'n toelae ingevolge hierdie klousule, vir minder as 3 volle dae of 2½ uur, na gelang van die minste, in enige week werk, is hy nie geregtig op 'n oorpaktoelae ten opsigte van daardie week nie.

(6) *Wanneer toelae betaal moet word.*—Toelae betaalbaar ingevolge subklousule (1) en (2) (b) hiervan, moet terselfdertyd as die werknemer se gewone verdienste betaal word.

(7) *Byhou van register.*—(a) Elke werkgewer wat klere aan werknemers ingevolge hierdie Ooreenkoms verskaf, moet te alle tye 'n register, oop vir insae, byhou waarin met ink die name van die betrokke werknemers aangeteken moet word asook die datum van uitreiking van die klere en die getal kledingstukke uitgereik.

(b) Die handtekening van die betrokke werknemer by elke aantekening ingevolge die voorgaande paragraaf van uitreiking van kledingstukke is bewys van ontvangs deur die werknemer van sodanige kledingstukke.

20. LEWENSKOSTETOELAES.

(1) (a) De loon wat vir vakmanne in klousule 25 (A) van hierdie Ooreenkoms voorgeskryf word, (vir die toepassing van hierdie klousule omvat vakmanne gereedskapstellers en vulkaniseerders) omvat enige lewenskostoelae wat ingevolge die bepaling van Oorlogsmaatreël No. 43 van 1944, soos van tyd tot tyd gewysig, betaalbaar is, met dien verstande dat—

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

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

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

(2) *Laundering of Garments.*—(a) In Region BR, employees supplied with garments in terms of this Agreement, shall maintain such garments in a clean condition.

(b) In Region EP, employers shall be responsible for the washing or cleaning of garments issued in terms of this Agreement, or they shall pay to each of the employees concerned, a washing allowance of 1s. 6d. per week in Area A (EP) and 1s. per week in Area B (EP) in addition to their normal remuneration.

(3) *Time of Issue of Garments.*—(a) Every employer in Region BR shall, subject to the provisions of paragraph (iii) hereof, issue the garments referred to in sub-clause (1) hereof as follows:—

- (i) Two garments shall be supplied to each employee on commencement of each yearly cycle of employment of such employee;
- (ii) one other such garment shall be supplied to each employee every six months after commencement of each yearly cycle of employment of such employee;
- (iii) where at the date on which this Agreement comes into operation the yearly cycle of employment of any employee has already commenced and garments have not already been issued to such employee in terms of Government Notice No. 2996 of the 24th December, 1952, the yearly cycle of employment of such employee shall be deemed to commence on the said date; for the purpose of this sub-clause, "yearly cycle of employment" shall mean a period of 12 months' continuous employment with the same employer and shall be calculated from the date of commencement of employment with such employer.

(b) Every employer in Region OFS shall issue the garments referred to in sub-clause (1) hereof as follows:—

- (i) Two garments shall be supplied to each employee on the date that this Agreement comes into operation or upon the date of commencement of employment where this occurs subsequently and two further garments upon completion of every twelve months' of continuous employment by such employee with the same employer;
- (ii) one other such garment shall be supplied to each employee at intervals of not more than six months after each issue of the garments referred to in the preceding paragraph.

(4) *Ownership of Garments.*—(a) Except in the case of Region OFS, any garment supplied in terms of this clause, shall remain the property of the employer.

(b) In Region OFS, garments issued to employees shall become the property of such employees six months after issue of the garments.

(5) *Non-payment of Allowance.*—Should any employee who is entitled to payment of an allowance in terms of this clause work for less than 3 full days or 2½ hours, whichever is the lesser, in any one week, he shall not be entitled to any overall allowance in respect of that week.

(6) *When Allowances are to be Paid.*—Allowances payable in terms of sub-clauses (1) and (2) (b) hereof, shall be paid at the same time as the employee's ordinary earnings.

(7) *Keeping of Register.*—(a) Every employer who supplies garments to employees in terms of this clause shall keep available for inspection at all times a register in which shall be recorded in ink, the names of employees concerned; the date of issue of the garments and the number of garments issued.

(b) The signature of the employee concerned to each record in terms of the preceding paragraph of issue of garments shall be evidence of the receipt by the employee of such garments.

20. COST OF LIVING ALLOWANCE.

(1) (a) The wage prescribed for journeymen (for purposes of this clause, journeymen shall include toolsetters and vulcanisers) in clause 25 (A) of this Agreement includes any cost of living allowance payable in accordance with the provisions 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 any A Area or £7. 10s. in any B or C Area.

(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) „Indekssyfer” beteken die beswaarde gemiddelde indeks betreffende voedsel, brandstof, ligte, huur en diverse vir die nege vernaamste stedelike gebiede in die Unie van Suid-Afrika soos bereken deur die Direkteur van Sensus en Statistiek op die 1938-grondslag van 1000 punte en in die *Staatskoerant* gepubliseer, 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, na gelang van die geval, 'n lewenskostetoelae betaal word ooreenkomstig die bepaling van Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig.

(3) Behoudens die bepaling van klousule 15 (3) van hierdie Ooreenkoms, mag die lewenskostetoelae wat aan 'n werknemer betaalbaar is, of die voorgeskrewe loon wat ten opsigte van 'n week of maand aan vakmanne betaalbaar is, na verhouding verminder word volgens die tydperk van afwesigheid van werk sonder die werkgever se toestemming, tensy die afwesigheid die gevolg is van 'n ongeluk of siekte binne die bestek van die Ongevalwet, 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 lewenskostetoelae 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 'n lewenskostetoelae wat kragtens hierdie klousule betaalbaar is, te betaal of terug te betaal nie; ook mag hy geen daad verrig of toelaat dat 'n daad verrig word as 'n regstreekse of onregstreekse gevolg waarvan 'n werknemer die voordeel of gedeelte van die voordeel van so 'n toelae ontnem word nie.

21. FIETSTOELAE.

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

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

22. VERSKAFING 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 sweetlatpe, middels om vetterige dele mee skoon te maak, lemme vir ystersae, vyle van 8 duim en langer, sleë vir werktuigkundiges, sweisbrille vir sweisers, rubberhand-skoene en -voorskote, naaimasjiene vir bekleërs, boutuithalers, bore van oor ½ duim, ruimers van alle groottes, skroef-snygereedskap, stok en snymoer en tappe, blaaslampe, alle spesiale skroefhamers, hamers van 3 lb. en swaarder, Stillson-moersleutels van oor 12 duim, wringysters, groot soldeer-boute, klinknaelstelle, klepbeddingslypers, klepslyppasta, mikrometers, hidrometers, en toestelle wat gebruik word vir elektrotegniese toetse en die opsporing van defekte, grof-smidgereedskap 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) Aan elkeen van sy vakmanne wat verplig is om sy eie gereedskap te verskaf, en aan elkeen van sy vakleerlinge wat sy eie gereedskap verskaf, moet 'n werknemer 'n gereedskapstoelae van 2s. 6d. per week, bo en behalwe hulle gewone besoldiging, betaal.

(b) Die gereedskapstoelae moet terselfdertyd as die vakman se weekloon betaal word en, uitgesonderd soos bepaal by paragrawe (e) en (f) hiervan, mag geen werkgever van 'n werknemer vereis of hom toelaat dat hy hom die hele of 'n gedeelte van 'n gereedskapstoelae terugbetaal nie, ook mag hy geen daad doen of toelaat dat een gedoen word waarvan 'n direkte of indirekte gevolg sal wees dat enige werknemer 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 opplak wat deur die betrokke Streeksraad goedgekeur is en wat 'n lys toon van vakmansgereedskap wat verskaf moet word en die eiendom moet wees van en gebruik word deur elke vakman in sy diens en in die loop van sy werk.

(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 employer's permission, unless such absence is due to a disablement or illness falling within the provisions of the Workmen's Compensation Act, in which event no reduction shall be made from employees other than journeymen in respect of the first week of such absence and in respect of journeymen, a reduction of not more than 70 per cent of the prescribed wage in respect of the first week of such absence; provided that no employee other than a journeymen shall be paid less than the cost of living allowance for a day if he has worked on that day, irrespective of the time worked.

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

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

21. 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 ¾ 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, micro-meters, hydrometers and electrical testing and faultfinding apparatus, blacksmiths' tools, and such other tools as are customarily supplied by employers.

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

(3) (a) An employer shall pay to each of his journeymen who is required to supply his own tools and to each of his apprentices who supplies his own tools, 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 paragraphs (e) and (f) hereof, no employer shall require or permit any employee to repay him the whole or any portion of any tool allowance, nor shall he do any act or cause or permit any act to be done as a direct or indirect result of which any employee is deprived of the benefit or of any portion of the benefit of such allowance.

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

(d) 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 sodanige gereedskap op eie koste vervang, hernu of vernuwe.

(e) As 'n vakman versuim om sodanige gereedskap te vervang, te hernu of te vernuwe, het die werkgewer die reg om betaling van die gereedskapstoelae 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 gereedskapstoelae kragtens hierdie klousule, minder as drie volle dae of 25½ uur, na gelang van die minste, in een week werk, het hy nie reg op 'n gereedskapstoelae ten opsigte van daardie week nie.

(g) Die bepalinge van paragrafe (b) tot (f) hiervan, is *mutatis mutandis* van toepassing op vakleerlinge wat ingevolge paragraaf (a) op 'n gereedskapstoelae geregtig is.

23. BUITEWERK.

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

(2) Geen werknemer mag—

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

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

24. STUKWERK.

(1) Stukwerk mag nie uitgegee of verrig word nie, tensy daar-toe eers goedkeuring van die betrokke Streeksraad verkry word.

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

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

25. LONE.

Die minimum loon wat deur 'n werkgewer betaal moet word aan elk van sy werknemers van die klasse wat in die volgende loonbylaes gespesifiseer word, is dié wat daarin gespesifiseer word vir die klas werknemer in die gebied of die streek waarin sy inrigting geleë is en geen werknemer mag 'n laer loon aanneem as dié wat in sy klas in sodanige gebied gespesifiseer word nie.

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

(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.

(g) The provisions of paragraphs (b) to (f) hereof shall *mutatis mutandis* apply to apprentices entitled to a tool allowance in terms of paragraph (a).

23. OUTPUT.

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

(2) No employee shall—

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

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

24. PIECE-WORK.

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

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

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

25. WAGES.

The minimum wage which shall be paid by an employer to each of his employees of the classes specified in the following wage schedules shall be that specified therein for the class of employee concerned in the area of the region in which his establishment is situated and no employee shall accept a wage lower than that specified for his class in such area.

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

LONE PER WEEK.

Klasse werknemers.	Gebied waarin inrigting geleë is.	GEBIEDE OF STREKE GESPESEFISEER IN VORIGE KOLOM.		
		A.	B.	C.
(C).—Dienstoesighouers en arbeiders.		£ s. d.	£ s. d.	£ s. d.
Dienstoesighouers.....	GR.....	2 10 0	2 0 0	—
Dienstoesighouers.....	OP.....	2 17 6	2 6 0	—
Dienstoesighouers.....	NK, OVS, TVL.....	2 1 9	1 10 9	1 5 0
Dienstoesighouers.....	NL.....	2 2 0	2 2 0	1 15 0
Dienstoesighouers.....	WP.....	2 6 0	1 12 0	1 10 8
Arbeiders.....	OP.....	1 18 4	1 10 8	—
Arbeiders.....	NK.....	1 15 0	1 8 9	1 3 0
Arbeiders.....	GR, NL, OVS, TVL.....	1 18 4	1 8 9	1 3 0
Arbeiders.....	WP.....	2 0 3	1 10 0	1 5 0
Jeugdige arbeiders.....	GR, NK, NL, OVS, TVL, WP.	1 5 0	0 17 6	0 15 0
Jeugdige arbeiders.....	OP.....	1 5 0	0 19 2	—
(D).—Wagte.				
Wagte.....	OP.....	2 5 0	2 5 0	—
Wagte.....	GR, NK, NL, OVS, TVL, WP.	2 5 0	1 15 0	1 10 0

WAGES PER WEEK.

Classes of Employees.	Region in which establishment situated.	AREAS OF REGIONS SPECIFIED IN PRECEDING COLUMN.		
		A.	B.	C.
(C).—Service Attendants and Labourers.		£ s. d.	£ s. d.	£ s. d.
Service Attendants.....	BR.....	2 10 0	2 0 0	—
Service Attendants.....	EP.....	2 17 6	2 6 0	—
Service Attendants.....	NC, OFS, TVL.....	2 1 9	1 10 9	1 5 0
Service Attendants.....	NL.....	2 2 0	2 2 0	1 15 0
Service Attendants.....	WP.....	2 6 0	1 12 0	1 10 8
Labourers.....	EP.....	1 18 4	1 10 8	—
Labourers.....	NC.....	1 15 0	1 8 9	1 3 0
Labourers.....	BR, NL, OFS, TVL.....	1 18 4	1 8 9	1 3 0
Labourers.....	WP.....	2 0 3	1 10 0	1 5 0
Juvenile Labourers.....	BR, NC, NL, OFS, TVL, WP.	1 5 0	0 17 6	0 15 0
Juvenile Labourers.....	EP.....	1 5 0	0 19 2	—
(D).—Watchman.				
Watchmen.....	EP.....	2 5 0	2 5 0	—
Watchmen.....	BR, NC, NL, OFS, TVL, WP.	2 5 0	1 15 0	1 10 0

LONE PER WEEK.

Klasse werknemers.	ALLE STREKE.	
	GEBIEDE.	
	A. (GR), (OP), (NK), (NL), (OVS), (TVL) en (WP).	B en C. (GR), (OP), (NK), (NL), (OVS), (TVL) en (WP).
(E).—Kantoor-, stoor-, verkoops- en klerklike werknemers.		
(i) Manlike winkelklerk/verkoopsmann en/of klerklike werknemer, gekwalifiseer.....	£ s. d. 7 5 10	£ s. d. 6 11 3
Manlike winkelklerk/verkoopsmann en/of klerklike werknemer, ongekwalifiseer—		
Gedurende eerste jaar ondervinding.....	1 14 7	1 11 2
Gedurende tweede jaar ondervinding.....	2 6 2	2 1 6
Gedurende derde jaar ondervinding.....	3 1 6	2 15 4
Gedurende vierde jaar ondervinding.....	4 2 0	3 13 2
Gedurende vyfde jaar ondervinding.....	5 9 4	4 18 6
Vroulike winkelklerk/verkoopsvrou en/of klerklike werknemer, gekwalifiseer.....	4 4 6	3 16 3
Vroulike winkelklerk/verkoopsvrou en/of klerklike werknemer, ongekwalifiseer—		
Gedurende eerste jaar ondervinding.....	1 14 7	1 11 2
Gedurende tweede jaar ondervinding.....	2 3 3	1 19 0
Gedurende derde jaar ondervinding.....	2 14 1	2 8 9
Gedurende vierde jaar ondervinding.....	3 7 7	3 1 0
Reisiger (man), gekwalifiseer.....	10 7 8	10 7 8
Reisiger (man), ongekwalifiseer—		
Gedurende eerste ses maande ondervinding.....	5 15 0	5 15 5
Gedurende tweede ses maande ondervinding.....	6 6 11	6 6 11
Gedurende derde ses maande ondervinding.....	6 18 6	6 18 6
Gedurende vierde ses maande ondervinding.....	7 10 0	7 10 0
Gedurende vyfde ses maande ondervinding.....	8 1 6	8 1 6
Gedurende sesde ses maande ondervinding.....	8 13 1	8 13 1
Gedurende sewende ses maande ondervinding.....	9 4 7	9 4 7
Gedurende agtste ses maande ondervinding.....	9 16 2	9 16 2
Reisiger (vrou), gekwalifiseer.....	8 8 6	8 8 6
Reisiger (vrou), ongekwalifiseer—		
Gedurende eerste ses maande ondervinding.....	4 12 4	4 12 4
Gedurende tweede ses maande ondervinding.....	5 1 10	5 1 10
Gedurende derde ses maande ondervinding.....	5 11 4	5 11 4
Gedurende vierde ses maande ondervinding.....	6 0 10	6 0 10
Gedurende vyfde ses maande ondervinding.....	6 10 5	6 10 5
Gedurende sesde ses maande ondervinding.....	6 19 11	6 19 11
Gedurende sewende ses maande ondervinding.....	7 9 5	7 9 5
Gedurende agtste ses maande ondervinding.....	7 18 11	7 18 11
Telefonis.....	2 5 0	2 5 0
(ii) Passasiershyserbediener.....	2 5 0	2 5 0
Monsterjong.....	2 5 0	2 5 0
(iii) Deelytdse werknemers.....	*	*

* Een-elfde van die weekloon voorgeskryf vir klerklike werknemers in (i) hiervan, vir gewone tyd gewerk op elke dag in enige enkele week of een ses-en-veertigste van sodanige voorgeskrewe weekloon vir elke uur of gedeelte van 'n uur gewone tyd gewerk in enige week, na gelang van die grootste.

WAGES PER WEEK.

Classes of Employees.	ALL REGIONS.	
	AREAS.	
	A. (BR), (EP), (NC), (NL), (OFS), (TVL) and (WP).	B and C. (BR), (EP), (NC), (NL), (OFS), (TVL) and (WP).
(E).—Office, Stores, Sales and Clerical Employees.	£ s. d.	£ s. d.
(i) Male Shop Assistant/Salesman and/or Clerical Employee, qualified.....	7 5 10	6 11 3
Male Shop Assistant/Salesman and/or Clerical Employee, unqualified—		
During first year of experience.....	1 14 7	1 11 2
During second year of experience.....	2 6 2	2 1 6
During third year of experience.....	3 1 6	2 15 4
During fourth year of experience.....	4 2 0	3 13 2
During fifth year of experience.....	5 9 4	4 18 6
Female Shop Assistant/Saleswoman and/or Clerical Employee, qualified.....	4 4 6	3 16 3
Female Shop Assistant/Saleswoman and/or Clerical Employee, unqualified—		
During first year of experience.....	1 14 7	1 11 2
During second year of experience.....	2 3 3	1 19 0
During third year of experience.....	2 14 1	2 8 9
During fourth year of experience.....	3 7 7	3 1 0
Traveller (male), qualified.....	10 7 8	10 7 8
Traveller (male), unqualified—		
During first six months of experience.....	5 15 5	5 15 5
During second six months of experience.....	6 6 11	6 6 11
During third six months of experience.....	6 18 6	6 18 6
During fourth six months of experience.....	7 10 0	7 10 0
During fifth six months of experience.....	8 1 6	8 1 6
During sixth six months of experience.....	8 13 1	8 13 1
During seventh six months of experience.....	9 4 7	9 4 7
During eighth six months of experience.....	9 16 2	9 16 2
Traveller (female), qualified.....	8 8 6	8 8 6
Traveller (female), unqualified—		
During first six months of experience.....	4 12 4	4 12 4
During second six months of experience.....	5 1 10	5 1 10
During third six months of experience.....	5 11 4	5 11 4
During fourth six months of experience.....	6 0 10	6 0 10
During fifth six months of experience.....	6 10 5	6 10 5
During sixth six months of experience.....	6 19 11	6 19 11
During seventh six months of experience.....	7 9 5	7 9 5
During eighth six months of experience.....	7 18 11	7 18 11
Telephone Operator.....	2 5 0	2 5 0
(ii) Passenger Lift Attendant.....	2 5 0	2 5 0
Sample Boy.....	2 5 0	2 5 0
(iii) Part-time Employees.....	*	*

* One-eleventh of the weekly wages, as prescribed for clerical employees in (i) hereof, for ordinary time worked on each day in any one week or one-forty-sixth of such prescribed weekly wages for each hour or part of an hour of ordinary time worked in any one week whichever amount is the greater.

LOONBYDRAES.
LONE PER WEEK.

Klasse werknemers.	STREEK EN GEBIED WAARIN INRICHTING GELEË IS.								
	STREEK OP, NK, OVS EN TVL.		STREEK GR.		STREEK NL.		STREEK WP.		
	GEBIEDE.		GEBIEDE.		GEBIEDE.		GEBIEDE.		
	A. (OP), (NK), (OVS), (TVL).	B en C. (OP), (NK), (OVS), (TVL).	A (GR).	B (GR).	A (NL).	B en C (NL).	A (WP).	B (WP).	C (WP).
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(A).—Werkwinkelwerknemers.	11 10 0	10 10 0	11 10 0	10 10 0	11 10 0	10 10 0	11 10 0	10 10 0	10 10 0
Vakmanne (in alle rigtings).....									
Batterywerktuigkundiges—									
Gedurende eerste jaar ondervinding.....	3 13 0	3 13 0	3 13 0	3 13 0	2 10 0	2 10 0	5 7 4	4 15 10	3 12 10
Gedurende tweede jaar ondervinding.....	4 19 9	4 19 9	4 19 9	4 19 9	3 10 0	3 10 0	5 7 4	4 15 10	3 12 10
Daarna.....	5 15 0	5 15 0	5 15 0	5 15 0	4 16 0	4 16 0	5 7 4	4 15 10	3 12 10
Bak- en werktuigkundige se afstropers—									
Gedurende eerste drie maande ondervinding.....	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0
Daarna.....	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6
Jeugdiges in ambagte aangewys by Wet op Vakleerlinge, gedurende voorvaklingeertyd.....	*	*	*	*	*	*	*	*	*
Werkmanne, Grade A en B—									
Gedurende eerste drie maande ondervinding.....	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6
Daarna.....	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0
Monteurs van nuwe voertuie—									
Gedurende eerste drie maande ondervinding.....	4 12 0	4 0 6	4 0 6	4 0 6	3 0 0	3 0 0	3 12 10	3 1 4	3 1 4
Gedurende tweede drie maande ondervinding.....	5 3 6	4 12 0	4 12 0	4 12 0	3 0 0	3 0 0	3 12 10	3 1 4	3 1 4
Gedurende volgende ses maande ondervinding.....	5 3 6	4 12 0	4 12 0	4 12 0	4 0 0	4 0 0	3 12 10	3 1 4	3 1 4
Daarna.....	5 3 6	4 12 0	4 12 0	4 12 0	5 0 0	5 0 0	3 12 10	3 1 4	3 1 4
Diensverkopers, gekwalifiseer.....	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1
Diensverkopers, ongekwalifiseer—									
Gedurende eerste jaar ondervinding.....	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10
Gedurende tweede jaar ondervinding.....	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11
Gedurende derde jaar ondervinding.....	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0
Stoormanne en/of tydhouders.....	†	†	†	†	†	†	†	†	†
Opsigters (slegs van toepassing op streke GR, NL, OVS en TVL.	5 15 0	5 15 0	5 15 0	5 15 0	6 0 0	5 0 0	—	—	—
Vulkaniseerders (slegs van toepassing op streke OP, NK en WP)	11 10 0	10 10 0	—	—	—	—	11 10 0	10 10 0	10 10 0
Vulkaniseerders se werkmanne...	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2

* Lone soos voorgeskryf vir eerste jaar vakleerlingskap vir betrokke ambag.

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

WAGES SCHEDULES.

WAGES PER WEEK.

Classes of Employees.	REGION AND AREA IN WHICH ESTABLISHMENT SITUATED.									
	REGIONS EP, NC, OFS AND TVL.		REGION BR.		REGION NL.		REGION WP.			
	AREAS.		AREAS.		AREAS.		AREAS.			
	A. (EP), (NC), (OFS), (TVL).	B and C. (EP), (NC), (OFS), (TVL).	A (BR).	B (BR).	A (NL).	B and C (NL).	A (WP).	B (WP).	C (WP).	
(A).—Workshop Employees.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	
Journeyman (in all establishments)	11 10 0	10 10 0	11 10 0	10 10 0	11 10 0	10 10 0	11 10 0	10 10 0	10 10 0	
Battery Mechanics—										
During first year of experience	3 13 0	3 13 0	3 13 0	3 13 0	2 10 0	2 10 0	5 7 4	4 15 10	3 12 10	
During second year of experience	4 19 9	4 19 9	4 19 9	4 19 9	3 10 0	3 10 0	5 7 4	4 15 10	3 12 10	
Thereafter	5 15 0	5 15 0	5 15 0	5 15 0	4 16 0	4 16 0	5 7 4	4 15 10	3 12 10	
Body and Mechanic's Strippers—										
During first three months of experience	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	2 6 0	
Thereafter	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	
Juveniles employed in trades designated under the Apprenticeship Act, during pre-apprenticeship period	*	*	*	*	*	*	*	*	*	
Operatives, Grades A and B—										
During first three months of experience	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	2 17 6	
Thereafter	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	3 9 0	
New Motor Vehicle Assemblers—										
During first three months of experience	4 12 0	4 0 6	4 0 6	4 0 6	3 0 0	3 0 0	3 12 10	3 1 4	3 1 4	
During second three months of experience	5 3 6	4 12 0	4 12 0	4 12 0	3 0 0	3 0 0	3 12 10	3 1 4	3 1 4	
During next six months of experience	5 3 6	4 12 0	4 12 0	4 12 0	4 0 0	4 0 0	3 12 10	3 1 4	3 1 4	
Thereafter	5 3 6	4 12 0	4 12 0	4 12 0	5 0 0	5 0 0	3 12 10	3 1 4	3 1 4	
Service Supply Salesman, qualified	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	8 13 1	
Service Supply Salesman, unqualified—										
During first year of experience	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	5 3 10	
During second year of experience	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	6 6 11	
During third year of experience	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	7 10 0	
Storekeepers and/or Timekeepers	†	†	†	†	†	†	†	†	†	
Supervisors (applicable only to Regions BR, NL, OFS and TVL)	5 15 0	5 15 0	5 15 0	5 15 0	6 0 0	5 0 0	—	—	—	
Vulcanisers (applicable only to Regions, EP, NC and WP)	11 10 0	10 10 0	—	—	—	—	11 10 0	10 10 0	10 10 0	
Vulcanisers' Operatives	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	2 2 2	

* Wages as prescribed for first year of apprenticeship for trade concerned.

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

26. DIFFERENSIËLE LOONSKALE.

'n Werkgewer wat van 'n werknemer verlang om hom toelaat om gedurende 'n dag langer as een uur werk te verrig wat gewoonlik deur 'n ander klas werknemer of klasse werknemers verrig 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 werkgewer 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 (uitgesonderd die magistraatsdistrik Bloemfontein), wat uitsluitlik in diens geneem is om 'n motorvoertuig wat met eie krag op 'n openbare weg voortbeweeg, te bestuur, moet 'n loon van minstens £2. 10s. per week betaal word.

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

28. GETALLEVERHOUDING.

(1) *Werkmanne, afstropers en jeugdige arbeiders.*—(a) Minstens een vakman moet by 'n werkgewer in diens wees voordat 'n werkman graad B deur hom in diens geneem mag word.

(b) Minstens een vakman moet by 'n werkgewer in diens wees voordat 'n afstroper deur hom in diens geneem mag word, en een bykomende afstroper kan deur hom in diens geneem word vir elke vier vakmanne wat meer as vier by hom in diens is.

(c) Minstens twee vakmanne moet by 'n werkgewer in diens wees voordat 'n bakafstroper by hom in diens kan wees en daarna kan een bykomende bakafstroper by hom in diens wees vir elke vier vakmanne bo ses.

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 employer ordinarily receives, shall pay such employee wages for the whole of such day and in respect of any overtime worked on such day, at the higher or highest rate prescribed for such other class or classes of employee provided however, that an employer shall not be permitted to employ on journeyman's work, employees other than journeymen or apprentices.

27. DRIVING OF MOTOR VEHICLES.

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

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

28. RATIO.

(1) *Operatives, Strippers and Juvenile Labourers.*—(a) At least one journeyman shall be employed by an employer before any operative, grade B, may be employed by him.

(b) At least one journeyman shall be employed by an employer before a mechanic's stripper may be employed by him, and one additional mechanic's stripper may be employed by him for every four journeymen employed by him in excess of four.

(c) At least two journeymen shall be employed by an employer before a body stripper may be employed by him and thereafter he may employ one additional body stripper for every four journeymen in excess of six.

(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 vulkaniseerinrigting in streke OP en WP 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 gekwalifiseerde manlike winkelassistent of manlike klerklike werknemer moet by 'n werkgever in diens wees voor 'n ongekwalifiseerde manlike winkelassistent of manlike klerklike werknemer deur hom in diens geneem kan word, en vir elke gekwalifiseerde manlike winkelassistent of klerklike werknemer in diens, kan hoogstens een ongekwalifiseerde manlike winkelassistent, of klerklike werknemer in diens geneem word.

(b) Een gekwalifiseerde vroulike winkelassistent of vroulike klerklike werknemer moet by 'n werkgever in diens wees voor 'n ongekwalifiseerde vroulike winkelassistent of vroulike klerklike werknemer deur hom in diens geneem kan word, en vir elke dree of gedeelte van drie gekwalifiseerde vroulike winkelassistent of vroulike klerklike werknemers in diens, kan hoogstens twee ongekwalifiseerde vroulike winkelassistent of vroulike klerklike werknemers in diens geneem word.

(c) 'n Werkgever wat aktief werksaam is in die motornywerheid kan vir die toepassing van een van die voorafgaande subklousules, maar nie van albei nie, beskou word as 'n gekwalifiseerde winkelassistent of 'n gekwalifiseerde klerklike werknemer; met dien verstande dat ten opsigte van enige inrigting hoogstens een werkgever as so 'n werknemer beskou word.

(d) Vir die toepassing van paragrawe (a) en (b) van hierdie subklousule word 'n manlike ongekwalifiseerde winkelassistent of 'n manlike ongekwalifiseerde klerklike werknemer, wat minstens die loon ontvang van 'n gekwalifiseerde manlike winkelassistent of 'n gekwalifiseerde manlike klerklike werknemer, gerek 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 vroulike klerklike werknemer, word gerek 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 van hierdie Ooreenkoms, mag geen werkgever vereis of toelaat dat 'n werknemer—

(a) meer as 46 uur, etenstye uitgesonderd, gedurende 'n week werk nie;

(b) meer as 8 uur, etenstye uitgesonderd, op 'n dag werk nie; met dien verstande dat in enige inrigting waarin—

(i) die gewone werkure op een dag per week hoogstens 5 is, 'n werknemer aangesê of toegelaat kan word om 'n bykomende tydperk van hoogstens 'n halfuur op elkeen van die ander dae van die week te werk; of

(ii) die werknemers nie gewoonlik op meer as 5 dae per week werk nie, 'n werknemer op enige werkdag aangesê of toegelaat kan word om vir 'n bykomstige tydperk van hoogstens 1½ uur te werk;

(c) 'n aaneenlopende tydperk van meer as 5 uur sonder 'n ononderbroke tussenpoos van minstens 1 uur werk nie; met dien verstande dat vir die toepassing van hierdie paragraaf werktidperke onderbreek deur tussenpose van minder as 1 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 5 dae in enige week nie;

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

(f) wat 'n deeltidse werknemer is, om langer as 5 uur op enige enkele dag te werk nie.

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

(3) Elke werknemer, uitgesonderd reisigers, diensverkopers en monsterjongens, is geregtig op en moet 'n ruspuose toegeslaan word van minstens 5 minute en hoogstens 10 minute in, vir sover moontlike, die middel van elke oggend- en agtermiddagwerk-skof en sulke pouses moet, vir die doeleindes van loonberekening, as deel van die gewone werkure beskou word.

(4) Wanneer dit van 'n reisiger, diensverkoper of monsterbediende te eniger tyd gedurende die loop van sy diens vereis word om elders as by die inrigting van sy werkgever 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.

(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 in Regions EP and WP, 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;

(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;

(f) who is a part-time employee to work for more than 5 hours on any one day.

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

(6) As 'n arbeider of dienstoesighouer op nagparkeerdienst is, moet hy deur die werkgever minstens 'n 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 dienstoesighouer 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 hoofstuk van die Ooreenkoms, 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 werkgever 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 werkgever afwesig is;

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

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

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

(1) Behoudens subklousule (6) hiervan, is die maksimum oortyd wat deur 'n klerklike werknemer wat by 'n vul- en/of diensstasie in diens is, gewerk mag word, 4 uur per week, en deur enige ander werknemer, 10 uur per week; met dien verstande dat geen vroulike werknemer verplig of toegelaat kan word om oortyd soos volg te werk nie:—

- (a) Vir meer as 2 uur op 'n dag;
- (b) op meer as 3 agtereenvolgende dae;
- (c) op meer as 60 dae in 'n jaar;
- (d) na voltooiing van haar gewone werkure, vir meer as 1 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 moet begin; of
 - (iii) betyds aan haar 'n minimum toelae van 1s. 6d. betaal het om haar in staat te stel om ete te verkry voordat met die oortyddiens begin moet word.

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

- (a) As die werknemer 'n vakman is, moet hy vir elke 15 minute of gedeelte daarvan van sodanige oortyd gewerk, die volgende betaal word:—

Indien in diens in enige—
A-gebied. B- of C-gebied.

- | | | |
|---|---------|----------|
| (i) Tussen sy gewone ophoutyd en middernag op enige dag..... | 2s. 6d. | 2s. 2d. |
| (ii) Tussen middernag en sy gewone begintyd op enige dag..... | 4s. | 3s. 5½d. |

- (b) in die geval van werknemers, vakmanne—

- (i) As die oortyd tussen die ure 6 vm. en middernag op 'n dag gewerk word, moet 'n werknemer teen 1½ maal sy uurloon betaal word vir elke uur of gedeelte van 'n uur van die tyd aldus gewerk.
- (ii) As die oortyddiens tussen die ure middernag en 6 vm. op 'n dag gewerk word, moet 'n werknemer teen dubbel sy uurloon betaal word vir elke uur of gedeelte van 'n uur van die tyd aldus gewerk.

(3) (a) Behoudens die bepalings van subklousules (4) (a) en (b) van hierdie klousule, moet sy werkgever, as 'n vakman op 'n Sondag werk—

- (i) as die werk 2 uur of minder duur, sodanige vakman minstens £1 in alle A-gebiede en 17s. 6d. in alle ander gebiede betaal;
- (ii) as die werk langer as 2 uur duur, die werknemer teen 10s. per uur in alle A-gebiede en 8s. 9d. in alle ander gebiede betaal vir elke bykomende 15 minute of gedeelte daarvan aldus gewerk, of die vakman teen minstens 1½ maal sy gewone loon betaal ten opsigte van die totale tyd op die Sondag gewerk en hom binne 7 dae van die Sondag, 1 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;

(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 Chapter, of the Agreement, wherever any 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 THEREOF AND PAYMENT FOR WORK ON SUNDAYS.

(1) Subject to sub-clause (6) hereof, the maximum overtime that may be worked by a clerical employee employed by a filling and/or service station shall be four hours per week and by any other employee 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; or
 - (ii) been provided with an adequate meal before she has to commence overtime; or
 - (iii) been paid a minimum allowance of 1s. 6d. in sufficient time to enable her to obtain a meal before the overtime is due to commence.

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

- (a) Where the employee is a journeyman he shall be paid for each 15 minutes or part thereof of such overtime worked—

If employed in any—
A Area. B or C Area.

- | | | |
|--|---------|----------|
| (i) Between his normal finishing time and midnight on any day..... | 2s. 6d. | 2s. 2d. |
| (ii) Between midnight and his normal starting time on any day..... | 4s. | 3s. 5½d. |

- (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—

- (i) where the duration of such work is two hours or less, pay such journeyman not less than £1 in all Areas A and 17s. 6d. in all other areas;
- (ii) where such work exceeds two hours, pay the employee at the rate of 10s. per hour in all Areas A and 8s. 9d. in all other areas, for every hour or part of an hour so worked up to 8 hours and thereafter at the rate of 4s. 4½d. in all Areas A and 3s. 10d. in all other areas for each additional 15 minutes or part thereof of time 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) As 'n werknemer, uitgesonderd 'n vakman, op 'n Sondag werk, as die werk 2 uur of minder duur, moet sy werkgever die werknemer minstens 4 uur se loon teen sy gewone uurloon betaal en as die werk langer as 2 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 1 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 of dienstoeshouder of wat hoofsaaklik of uitsluitlik die werk doen wat genoem word in paragraaf (a) van die woordomskeywing 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 is daarop geregtig om van enige vakman te eis dat hy op enige Saterdag en/of Sondag „klaarstaan”; met dien verstande dat die vakman minstens 1 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) van hierdie Hoofstuk en subklousules (1), (2), (3) en (6) van hierdie klousule is nie op bestuurders en voormanne wat teen minstens—

(a) £80 per maand of £18. 9s. 3d. per week as hulle in enige gebied A in diens is;

(b) £70 per maand of £16. 3s. 1d. per week as hulle in enige gebied 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, uitgesonderd werkwinkels se administratiewe personeel en klerklike werknemers wat by vul- en/of diensstasies in diens is, verplig of toegelaat word om langer as—

(a) 3 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 motorbakbou- en vulkaniseerinrigtings, en, met uitsondering van paragraaf (e), op vervaardigingsinrigtings:—

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

(b) minstens 8 uur moet tussen agtereenvolgende skofte van 'n werknemer verloop;

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

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

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

32. KORTTYD.

(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 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 werkgever nie verplig om lone aan sy werknemers te betaal nie, uitgesonderd vir die tyd wat werklik gewerk is of soos ander uitdruklik in subklousule (1) hiervan bepaal.

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

(b) 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 or service attendant 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 shall not 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 and 29 (1) (c) of this Chapter and sub-clauses (1), (2), (3) and (6) of this clause shall not apply to managers and foremen who receive not less than—

(a) £80 per month or £18. 9s. 3d. per week if employed in any Areas A;

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

(6) Notwithstanding anything to the contrary contained in this clause, no employee for whom wages are prescribed in clause 25 (E) of this Agreement, other than workshop administrative staff and clerical employees employed by filling and/or service stations, 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 vehicle body building and vulcanising establishments and, with the exception of paragraph (e), to manufacturing 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.

(1) Subject to the provisions of sub-clause (3) hereof and notwithstanding anything to the contrary in this Agreement, an employer may work his employees, short-time; provided that where such short-time is due to slackness of trade and/or shortage of material, if the employee is required not to attend the establishment on a particular day, the employer shall notify him of the fact not later than the day immediately preceding the day on which he is not required to work and where the employee is expressly required by the employer to report at the establishment on any particular day for the purpose of ascertaining whether work will be available, he shall, if no work or if work of less than four hours' duration is available, be paid not less than four hours pay in respect of such day.

(2) In the event of short-time being worked an employer shall not be required to pay wages to his employees except for the period actually worked or as otherwise expressly provided for in sub-clause (1) hereof.

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

33. SPESIALE BEPALINGS TEN OPSIGTE VAN WAGTE.

Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is onderstaande spesiale bepalinge van toepassing op werknemers wat uitsluitlik die persele en goed van hul werkgewers bewaak en/of die motorvoertuie en goed waarvan die werkgewers die bewaarnemers is:—

- (1) (a) Die gewone werkure van hierdie werknemers mag nie meer as 12 uur per skof en 84 uur per week wees nie;
- (b) die bepalinge van klousules 29, 30 (2), 30 (3) en 31 is nie van toepassing op sulke werknemers nie;
- (c) vir tyd wat 12 uur per skof 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 op een skof vry geregtig met volle besoldiging asof hy sy gewone gemiddelde werkure vir dié skof van die week gewerk het; met dien verstande dat as dié 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. AANSPOURINGSBONUSWERK.

'n Werkgewer mag 'n werknemers kragtens 'n stelsel van besoldiging volgens resultate laat werk; met dien verstande dat—

- (a) die werknemer skriftelik ingestem het oor die bedinge, voorwaardes en skale wat op sodanige stelsel van toepassing is;
- (b) enige ooreenkoms ingevolge die voorgaande paragraaf voorsiening moet maak betreffende die wyse waarop enige wysiging of die beëindiging van die ooreenkoms teweeggebring moet word en die tydperk van kennisgewing wat daarvoor nodig is;
- (c) die werkgewer, onmiddellik nadat hy 'n ooreenkoms met 'n werknemer kragtens paragraaf (a) hiervan aangegaan het, die betrokke Streeksraad van die feit in kennis stel;
- (d) die werknemer minstens die bedrag betaal moet word waarop hy gewoonweg reg sou gehad het as hy nie onder sodanige stelsel gewerk het nie.

35. VERHUURING EN ONDERVERHUURING VAN PERSELE.

(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 werk daarin in verband met die motornywerheid verrig veroorsaak of toelaat nie, tensy die verlot van die betrokke Streeksraad vooraf verkry is.

(2) Die toestemming van die Streeksraad kan na goeie dunde toegestaan of weerhou word.

36. DIENSBEEINDIGING.

- (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 bepalinge van 'n skriftelike Ooreenkoms tussen werkgewer en werknemer wat 'n tydperk bepaal wat langer is as dié in hierdie Ooreenkoms vasgestel;
 moet 'n werkgewer of sy werknemer kennis van voorgenome beëindiging van 'n dienskontrak gee van minstens—
 - (i) die duur van een skof in dié geval van alle werknemers, uitgesonderd dié in klousule 25 (E) van hierdie Ooreenkoms genoem;
 - (ii) een week in dié geval van weekliks betaalde werknemers en twee weke in dié geval van maandeliks betaalde werknemers in klousule 25 (E) van hierdie Ooreenkoms genoem.
- (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 dié 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 dié geval van werknemers soos dié in subklousule (1) (b) (ii) van hierdie klousule genoem, 'n bedrag gelyk aan een week se besoldiging in dié geval van weekliks besoldigde werknemers en 50 persent van die maandelikse besoldiging in dié geval van maandeliks besoldigde werknemers.
- (3) Ondanks andersluidende bepalinge 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, hierin genoem, te dek, behoudens die bepalinge 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 werknemer se diensverlating ten behoeve van die werknemer aan die oloop was.

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:—

- (1) (a) The normal hours of work of such employees shall not exceed 12 hours per shift and 84 hours per week;
- (b) the provisions of clauses 29, 30 (2), 30 (3) and 31 shall not apply to such employees;
- (c) any time worked in excess of 12 hours per shift shall be remunerated at the rate of one-thirtieth of his weekly wage for each additional hour's work;
- (d) after working fourteen consecutive shifts any such employee shall be entitled to one free shift on full pay as if he had worked his average ordinary working hours for that shift of the week; provided that if such employee does not avail himself of this right, he shall 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 concerned.

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

36. TERMINATION OF SERVICES.

(1) Subject to—

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

an employer or his employee shall give notice of intention to terminate a contract 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.

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

37. DIENSSERTIFIKATE.

As 'n werkgever deur 'n werknemer ten tyde van sy diensbeëindiging daarom versoek word, moet die werkgever die werknemer voorsien van 'n sertifikaat van diens waarin die name van werkgever en werknemer voluit aangetoon word, die aard van die diens, die datum 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 dienstryd, dit van die werknemer verwag word om 'n dienssertifikaat aan sy nuwe werkgever by sy diensverandering voor te lê ten einde geregtig te wees op die besoldiging wat vir dienstryd voorgeskryf word.

38. WERKENDE WERKGEWERS EN VENNOTE.

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

39. ONGEMAGTIGDE INDIENSNEMING VAN PERSONE.

(1) Geen werkgever mag enigiemand, uitgesonderd 'n vakman of 'n vakleerling op vakmanswerk in diens neem nie. Vir die toepassing van hierdie klousule omvat „vakmanswerk” enige werksaamhede in verband met die bedrywighede gedek deur die woord omskrywing van „motornywerheid”, met dien verstande dat dit nie beskou moet word dat hierdie klousule die indiensneming verbied van ander klasse werknemers teen die lone wat vir hierdie klasse voorgeskryf word op die werksaamhede en onder die omstandighede gespesifiseer in die woordomskrywings van sodanige klasse 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 werkgever 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 werkgever moet steeds die besoldiging betaal en die voorwaardes nakom asof die indiensneming of diens nie verbied is nie.

40. WERKNEMERSVERTEENWOORDIGERS OP DIE RAAD.

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

41. LOS ARBEIDERS.

Ondanks andersluidende bepalings, mag geeneen van die bepalings van hierdie Ooreenkoms, uitgesonderd die volgende, van toepassing wees op los arbeiders soos hierin omskryf nie:—

- (a) Die kontrakbasis van 'n los werknemer moet uurliks wees en die werkgever moet sodanige werknemer die volgende betaal indien die dienstryd op enige enkele dag—
 - (i) 2 uur of minder duur, 'n bedrag gelyk aan minstens dubbel die uurskaal van besoldiging; of
 - (ii) langer as 2 uur duur, 'n bedrag gelyk aan minstens 9 maal die uurskaal van besoldiging;
 - (iii) langer as 9 uur duur, oortyd vir sodanige oortyd op die grondslag voorgeskryf vir 'n arbeider in klousule 30.
- (b) Die werkgever moet die besoldiging wat aan 'n los arbeider verskuldig is, by sy diensbeëindiging betaal.
- (c) „Uurskaal van besoldiging” beteken die weekloon voorgeskryf vir 'n arbeider in hierdie Ooreenkoms plus lewenskostetoeslae betaalbaar ingevolge Oorlogsmaatregel No. 43 van 1942 (soos van tyd tot tyd gewysig) gedeel deur 46.
- (d) „Los arbeider” beteken 'n werknemer wat by dieselfde werkgever op hoogstens 3 dae in enige enkele week in diens is op enigen van die werksaamhede genoem in die woord omskrywing van „arbeider” in hierdie hoofstuk van die Ooreenkoms.

42. SIEKTEVERLOF.

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

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

(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 observe 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 any Regional Council shall be given every reasonable facility by their employers to attend to their duties in connection with meetings of such Councils.

41. CASUAL LABOURERS.

Notwithstanding anything to the contrary, none of the provisions of this Agreement other than the following shall apply to casual labourers as defined herein:—

- (a) The basis of contract of employment of a casual labourer shall be hourly and the employer shall pay such employee where the period of employment on any one day—
 - (i) is of 2 hours duration or less, an amount equal to not less than twice the hourly rate of remuneration; or
 - (ii) is of longer duration than 2 hours, an amount equal to not less than nine times the hourly rate of remuneration;
 - (iii) is of longer duration than 9 hours, overtime for such excess time on the basis prescribed for a labourer in clause 30.
- (b) The employer shall pay the remuneration due to a casual labourer on termination of his employment.
- (c) „Hourly rate of remuneration” means the weekly wage prescribed for a labourer in this Agreement plus cost of living allowance payable in terms of War Measure No. 43 of 1942 (as amended from time to time), divided by 46.
- (d) „Casual labourer” means a labourer who is employed by the same employer on not more than three days in any one week on any of the duties in paragraph (b) of the definition of „labourer” in this Chapter of the Agreement.

42. SICK LEAVE.

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

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

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

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

HOOFSTUK 2.

BAKBOUINRIGTINGS.

DEEL 1.

1. BESTEK VAN TOEPASSING.

(1) Die bepalings van hierdie deel van Hoofstuk 2 van die Ooreenkoms is van toepassing op inrigtings (hier onder bakkbou-inrigtings genoem) waarin, waarop of waaruit bakkbouwerkzaamhede uitgevoer word, en op die werkgewers wat sulke besighede dryf, en op hulle werknemers.

(2) Uitgesonderd in gevalle waar voorsiening hierin gemaak is, is die bepalings van Hoofstuk 1 van hierdie Ooreenkoms ook van toepassing op bakkbou-inrigtings; met die verstande dat ingeval die bepalings van Hoofstuk 1 strydig met die bepalinge van hierdie Ooreenkoms is, laasgenoemde geldig moet wees en voorkeur moet geniet.

(3) Ondanks andersluidende bepalings, is die bepalings van Hoofstukke 1 en 2 nie van toepassing op kantoor-, stoor-, verkoops- en klerklike werknemers in enige bakkbouinrigtings wat nie 'n „winkel” is nie, en vir die toepassing van hierdie subklousule beteken „winkel” enige bakkbouinrigting waarheen die publiek uitgenooi word met die doel om die goedere wat daarin daarop uitgestal word, te koop, anders as deur middel van openbare veiling, maar omvat nie enige bakkbou-inrigting wat in goedere handel wat uitsluitlik deur sodanige inrigting vervaardig word nie.

2. WOORDOMSKRYWINGS.

„Arbeider” beteken 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende werksaamhede uitvoer en wat daarbenewens enigeen van die werksaamhede kan uitvoer wat in paragraaf (b) van die woordomscrijwing van „arbeider” in Hoofstuk 1 van hierdie Ooreenkoms opgenoem word:—

Yster slaan en met ystersaag saag nadat yster deur 'n vakman of vakleerling op sy plek gesit of afgemerk is; gate in yster of ander materiaal boor, uitgesonderd met presisiowerk; skroefdraad aan boute sny; yster of ander metaal met die hand skuur of polys of vyl, uitgesonderd met presisiowerk; ruwe snywerk en ponswerk met die hand of masjiene aan materiaal onder die algemene toesig van 'n vakman of vakleerling of volgens stroppe of gestelde stelmasjiene of patrone; hout vir masjins vashou en dra; gietwerk skoonmaak; metaal sorteer; metaal skoonmaak om weer te smelt; yster met kragystersaag saag; skroef en/of trap- en/of hand- en/of kraggers- en/of uitkeerwerk 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 masjiene met gestelde stempels deurslaan; punt- en/of flits- en/of weerstandswaaiing by herhaling met onderdele in spesiale stelmasjiene en/of skoorstukke of submonteerwerk; volgens gestelde stelmasjiene en/of stoppe skuinsny en afsny; klinknaels verhit en/of slaan; herhalingskroefsnij met die hand met stempelpokke en/of tappe en/of skroefsnymasjiene; senterbout en klampe inmeekaarsit en aan vere aansit; afgehaalde vere uitmeekaarhaal; boute wat bak vashou; boute wat sitplekke op hul plek hou, en wielmoere, aandraai of losdraai; kranen en kraanstellasië, uitgesonderd kapbeheerde kraanstellasië, bedien; vakman of vakleerling help met die installering van elektriese kables vir binnenshuise beligting of toebehore of met die insit van selfrigtende stempels in die stel van masjiene; maskering, skoonmaak, vermenging en polering met die hand of masjiene in verband met die verf van motorvoertuie; vulmateriaal, grondlaag en stopverf skuur en opvryf; soldeersel afvyl en/of sweiswerk aan nuwe dele afvyl; erkende bitumastiek- en brandwerende en roeswerende stowwe (deklae) aan onderdele voor montering aansit; growwe waterdigte verf aan seildoek met kwas verf; skroefkoppe, boute en soortgelyke uitstaande dele met kwas aan nuwe voertuie liggies verf; aste, remtrommels, onderstel en onderkante van voertuigbakke en sleepwaens met kwas en/of spuit verf; verdofverf, uitgesonderd grondlaag, vlaklaag en bolaag, aansit; kleefstowwe aansit en materiaal roer; in enommel of verf indoop; voorbehandeling van metaal met skeikundige proses.

3. BETALING VAN VERDIENSTE.

Elke werkgewer moet sy weeklikse werknemers hul verdienste elke Vrydag teen die gewone ophoutyd van sy inrigting vir daardie dag betaal.

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

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

CHAPTER 2.

VEHICLE BODY BUILDING ESTABLISHMENTS.

PART 1.

1. SCOPE OF APPLICATION.

(1) The provisions of this Part of Chapter 2 of the Agreement shall apply to establishments (hereinafter referred to as vehicle body building establishments) wherein, whereon or wherefrom vehicle body building is carried on and to the employers conducting such establishments and to their employees.

(2) Save where otherwise provided herein, the provisions of Chapter 1 of this Agreement shall also apply to vehicle body building establishments; provided that where the provisions of Chapter 1 are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.

(3) Notwithstanding anything to the contrary, the provisions of Chapters 1 and 2 shall not apply to office, stores, sales and clerical employees in any vehicle body building establishment which is not a “shop” and for the purpose of this sub-clause, “shop” means any vehicle body building establishment to which the public is invited for the purpose of purchasing, otherwise than by public auction, the goods displayed therein or thereon, but does not include any vehicle body building establishment trading in goods exclusively manufactured by such establishment.

2. DEFINITIONS.

“Labourer” means 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) of the definition of labourer in Chapter 1 of this Agreement:—

Striking and cutting iron with hacksaw after iron has been set to place or marked out by a journeyman or an apprentice; drilling holes in iron or other material other than precision work; threading of bolts; handgrinding or buffing or filing of iron or other metal other than precision work; rough cutting and punching of material by hand or machine under the general direction of a journeyman or an apprentice or to stops or to set jigs or to templates; holding up and carrying wood for machinist; cleaning castings; sorting metal; cleaning metal for resmelting; cutting iron with power hacksaw, fly and/or treadle and/or manual 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 welding 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 and/or screwing machine; assembling and fitting centre bolt and clips to springs; stripping dismantled springs; tightening and/or loosening body holding down bolts, seat fixing bolts and wheel nuts; operating cranes and gantries other than cab-operated gantries; assisting journeyman or apprentice in the installation of electric cables for interior lighting or fittings or with the fixing of self aligning dies in the setting of machines; masking, cleaning, compounding and polishing by hand or machine in connection with the painting of motor vehicles; sandpapering, rubbing down of filling, primer and putty; filing of solder and/or filing of welding on new parts; application by spray-gun or brush of recognised bitumastic and fire resistant and rust prevention substances (coatings) to components prior to assembly; painting by brush rough waterproofing paint on canvas; touching up screw-heads, bolts and similar protruding parts by brush with paint on new vehicles; painting by brush and/or gun, axles, brakedrums, chassis and undersides of vehicle bodies and trailers; applying deadener material excluding primer, surfacer and finishing coats; applying adhesives and stirring materials; dipping in enamels or paint; pre-treatment of metal by chemical process.

3. PAYMENT OF EARNINGS.

Every employer shall pay his weekly employees their earnings on each Friday by the normal stopping time of his establishment for that day.

4. JAARLIKSE VERLOF.

'n Werkgewer mag te eniger tyd, maar nie meer dikwels as eenkeer in elke tydperk van 12 opeenvolgende maande nie, sy inrigting sluit met die doel om sy werknemers besoldigde verlof, soos by klousule 14 van Hoofstuk 1 voorgeskryf, toe te staan, en as 'n werknemer ten tyde van die sluiting van die inrigting nie geregtig is op die volle voorgeskrewe tydperk van jaarlikse betaalde verlof nie, moet die werkgewer hom 'n bedrag betaal op die grondslag neergelê in subklousule (2) van daardie klousule asof sy diens beëindig is, plus besoldiging ten opsigte van enige van die betaalde openbare vakansiedae wat binne die tydperk val waarin die inrigting gesluit is en dit vereis word dat dit ingevolge klousule 14 (1) (e) van Hoofstuk 1 by 'n werknemer se jaarlikse verlof gevoeg moet word, teen 'n skaal van minstens dié wat hy gewoonweg vir sy gewone werkure vir daardie dag van die week sou ontvang het.

5. VERSKAFFING VAN OORPAKKE.

(1) Elke werkgewer moet ten opsigte van elkeen van sy vakmanne en vakleerlinge en elke werknemer wat hy verplig om 'n uniform, oorpak, stofjas of voorskoot te dra, of—

- (i) 'n minimum van twee sodanige kledingstukke per jaar aan elk van sodanige werknemers kosteloos verskaf; of
- (ii) in plaas daarvan, na die betrokke werkgewer verkies, aan elk sodanige werknemer 'n oorpaktoelae van 2s. per week, benewens sy gewone besoldiging, betaal.

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

(3) As 'n werknemer wat reg het op betaling van toelae kragtens hierdie klousule, 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) Alle klere wat kragtens hierdie klousule uitgereik word, bly die eiendom van die werkgewer.

6. ARBEIDERS SE LONE.

Geen werkgewer mag aan enige arbeider lone betaal en geen arbeider mag lone aanneem wat minder as die volgende skale per week is nie:—

In Gebied A (WP).....	£2. 0s. 3d.
In alle ander gebiede.....	£1. 18s. 4d.

HOOFSTUK 2.

BAKBOUINRIGTINGS.

DEEL 2.

1. BESTEK VAN TOEPASSING.

Benewens die bepalings van Deel 1 van hierdie Hoofstuk is die bepalings van hierdie Deel 2, behoudens klousule 2 hiervan, van toepassing op bakbouinrigtings wat vir dié doel deur die Raad of betrokke Streeksraad geregistreer is.

2. REGISTRASIE VAN INRIGTING.

(1) Enige werkgewer wat herhalingsproduksiemetodes in bakbou aanwend, moet, as hy enige of al die werkmansgrade, omskryf in klousule 3 van hierdie Deel, in diens wil neem, aansoek daarom by die Streeksraad vir sy Streek doen op soadnige vorm as wat die Raad of daardie Streeksraad kan voorskryf.

(2) Die Raad of Streeksraad moet, na oorweging van sodanige aansoek, na goeddunke die betrokke inrigting op sulke bedinge en voorwaardes en vir sodanige tydperk as wat hy mag vasstel, registreer, en 'n sertifikaat te dien effekte uitreik wat, onder meer, die werkmansgrade spesifiseer wat deur daardie inrigting in diens geneem mag word.

(3) Die Raad of Streeksraad kan die bedinge van die sertifikaat genoem in subklousule (2) hiervan, te eniger tyd intrek of wysig, en die werkgewer moet, wanneer hy aldus skriftelik versoek word, genoemde sertifikaat onmiddellik aan die Raad of die betrokke Streeksraad terugstuur.

(4) Geen werkgewer mag, tensy hy aldus geregistreer is en regmatig in besit van genoemde sertifikaat is, enige van die werkmansgrade in diens hê wat in hierdie Deel omskryf word nie; ook mag hy geeneen van die werkmansgrade, uitgesonderd dié wat in daardie sertifikaat gespesifiseer is, in diens hê nie.

3. WOORDOMSKRYWINGS.

„Voorbereide voertuigbakke”, met betrekking tot werksman graad DV, beteken bakke, kappe, sleepwaens of bobouwerk waaraan vulwerk en/of opstopwerk en/of opvryfwerk gedoen word ter voorbereiding van die aanwending van bolae.

„Werkman graad AV” beteken 'n werknemer wat uitsluitlik herhalings-, aansit- en afveegwerk aan metaal en dergelike stowwe met blaslamp of aan selfverseelende rubberglasering aan vaste glaswerk verrig.

„Werkman graad BV” beteken 'n werknemer wat uitsluitlik in diens is en op 'n herhalingswerkgrondslag in die swels van sagte staalplate en -velle en -profiële volgens stelmate en/of dele aldus gevorm en/of geplaas ten einde die nodigheid van 'n stelmaat uit te skakel en waar die ampèrsterkte en/of vlam en swelsstawe wat gebruik word, konstant bly.

4. ANNUAL LEAVE.

An employer may at any time, but not more than once in any period of twelve consecutive months, close his establishment for purposes of granting his employees paid leave as prescribed by clause 14 of Chapter 1 and where at the date of the closing of the establishment any employee is not entitled to the full prescribed period of paid annual leave, the employer shall pay him an amount on the basis laid down in sub-clause (2) of that clause as if his employment had terminated, plus remuneration in respect of any of the paid public holidays which fall during the period that the establishment is closed and are required to be added to an employee's annual leave in terms of clause 14 (1) (e) of Chapter 1, at a rate not less than he would normally have received for his ordinary working hours for that day of the week.

5. SUPPLY OF OVERALLS.

(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 2s. 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.

6. LABOURERS' WAGES.

No employer shall pay to any labourer and no labourer shall accept wages at less than the following rates per week:—

In Area A (WP).....	£2. 0s. 3d.
In all other Areas.....	£1. 18s. 4d.

CHAPTER 2.

VEHICLE BODY BUILDING ESTABLISHMENTS.

PART 2.

1. SCOPE OF APPLICATION.

In addition to the provisions of Part 1 of this Chapter the provisions of this Part 2 shall, subject to clause 2 hereof, apply to vehicle body building establishments registered for the purpose by the Council or Regional Council concerned.

2. REGISTRATION OF ESTABLISHMENTS.

(1) Any employer utilising repetitive production methods in vehicle body building shall, if he wishes to employ any or all of the operative grades defined in clause 3 of this Part, make application to be registered therefor to the Regional Council for his Region in such form as the Council or that Regional Council may prescribe.

(2) The Council or Regional Council shall, after considering such application, in its discretion register the establishment concerned upon such terms and conditions and for such period as it may determine and issue a certificate to that effect specifying, *inter alia*, the operative grades which may be employed by that establishment.

(3) The Council or Regional Council may at any time withdraw or vary the terms of the certificate referred to in sub-clause (2) hereof and the employer shall, when so required in writing, forthwith return the said certificate to the Council or Regional Council concerned.

(4) No employer shall unless so registered and validly in possession of the said certificate employ any of the operative grades defined in this Part nor shall he employ any of the operative grades other than those specified in that certificate.

3. DEFINITIONS.

“Coach finished bodies” in relation to operative, grade DV, means bodies, cabs, trailers or superstructures of vehicles on which filling and/or stopping up and/or rubbing down are done preparatory to the application of finishing coats.

“Operative, grade AV,” means an employee engaged exclusively on repetition applying and wiping of metal and similar materials by blowlamp or on self-sealing rubber glazing on fixed glasses.

“Operative, grade BV,” means an employee engaged exclusively and on a repetitive basis in welding mild steel plates and sheets and sections to jigs and/or to parts so formed and/or located as to obviate the need for a jig and where amperage and/or jet and filler rods used remain constant.

„Werkman graad VC” beteken 'n werknemer hoofsaaklik of uitsluitlik in diens op een of meer van die volgende werksaamhede:—Enige materiaal onder die toesig van 'n vakman of vakleerling inmeekaarsit en monter deur vas te bout en/of vas te skroef en/of vas te klink en/of te boor; herhalingsnaaiwerk met masjien aan kussing- en sitplekoortrekke; herhalingsstoffer van ribbes vir kwabbe en kussing-oortrekke; masjienbewerking van houtdele op houtwerkmasjiene volgens stelmate of stoppe; afmerk en sny, buig, vorm en blinde stukke maak van alle soorte metaal met patrone, met die hand of vooraf gestelde masjien, onder toesig van 'n vakman of vakleerling.

„Werkman graad DV” beteken 'n werknemer hoofsaaklik of uitsluitlik besig met die aanwending van enige grondlaag of verf met kwas of spuit aan die binne- of buitewerk van motorvoertuie, uitgesonderd die finale buitenste laag aan voorbereide voertuigbakke en uitgesonderd die pas of meng van kleure.

4. GETALLEVERHOUDING.

Minstens een vakman moet by 'n werkgever in diens wees om elke afdeling van die werksaamhede in sy inrigting waarop enige werkmansgrade in diens is.

5. LONE.

Die minimum lone wat deur 'n werkgever aan elke lid van die ondergenoemde klasse van sy werknemers betaal moet word, is soos hieronder uiteengesit en geen werknemer mag 'n laer loon aanneem as wat vir sy klas gespesifiseer is nie:—

(OPMERKING.—In die geval van maandelikse besoldigde werknemers is die minimum loon 4½ maal die weekloon.)

	Loon per week. (Alle gebiede). £ s. d.
Werkman, graad AV—	
Gedurende eerste drie maande ondervinding.....	2 17 6
Daarna.....	3 9 0
Werkman, graad BV—	
Gedurende eerste twee weke ondervinding.....	4 0 6
Gedurende volgende ses weke ondervinding.....	5 3 6
Daarna.....	3 15 0
Werkman, graad CV—	
Gedurende eerste drie maande ondervinding.....	3 9 0
Daarna.....	4 0 6
Werkman, graad DV.....	4 12 0

HOOFTUK 3.

VERVAARDIGINGSINRIGTINGS.

1. BESTEK VAN TOEPASSING.

Die bepalings van Hoofstuk 1 van hierdie Ooreenkoms (uitgesonderd dié betreffende „Verhuring en onderverhuring van Persele”, „Werkende werkgewers en Vennote” en kantoor-, stoor-, verkoops en klerklike werknemers) en die bepalings van hierdie Hoofstuk 3 is, behoudens klousule 2 hiervan, van toepassing op vervaardigingsinrigtings wat as sodanige geregistreer is; met dien verstande dat as die bepalings van die twee hoofstukke met mekaar instryd is, die bepalings van hierdie hoofstuk geldig moet wees en voorrang moet geniet.

2. REGISTRASIE VAN INRIGTINGS.

(1) Aansoek om registrasie, genoem in klousule 1 van hierdie Hoofstuk, moet deur die werkgever by die Raad of die Streeksraad vir sy streek gedoen word op sodanige vorm as wat voorgeskryf kan word en die Raad moet na goeddunke die betrokke inrigting op sulke bedinge en voorwaardes en vir sodanige tydperk as wat hy kan bepaal, registreer, en die werkgever voorsien van 'n sertifikaat te dien effekte wat onder meer die afdelingkategorie van die inrigting en die werkmansklasse spesifiseer wat in diens geneem mag word.

(2) Die Raad kan te eniger tyd die bedinge van sodanige sertifikaat intrek of wysig en die werkgever moet, as hy daarom skriftelik versoek word, die sertifikaat onmiddellik aan die Raad terugstuur.

(3) Elke inrigting is, tensy aldus geregistreer en wetlik in besit van die genoemde sertifikaat, onderworpe aan al die bepalings van Hoofstuk 1 van hierdie Ooreenkoms.

3. WOORDOMSKRYWINGS.

(1) Afdeling vir die vervaardiging van elektriese dele vir motors.—Met betrekking tot hierdie afdeling beteken—

(a) „arbeider” 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende werksaamhede verrig en wat daarbenewens enige van die werksaamhede van 'n arbeider kan verrig wat in paragraaf (b) van die woordomskrywing van „arbeider” in Hoofstuk 1 genoem word:—

Elektriese motors en/of ankers skoonmaak en uitmeekaarmaak; isolering sny; isolering maak; isolering aan ankers aansit; draad op maat sny; ankers bind; vernis meng; ankers en veldspoel inloop of verf; ankers en veldklosse in oond bak; klosse met bande bind; gietvorms vir batteryverbindings verhit en swart maak; lood verhit; draad kaalmaak; gietgels afwerk; koperbuise vir batterykabels saag; rubberoogstukke aansit; boue en moere aan batterykabels vasmaak; batterykabels skoonmaak en verf;

„Operative, grade CV,” means an employee mainly or exclusively engaged on one or more of the following operations: Assembling and fitting by bolting and/or rivetting and/or screwing and/or drilling of any materials under the supervision of a journeyman or apprentice; repetition sewing of cushion and seat covers by machine; repetition padding of flutes for squabs and cushion covers; machining of timber components on wood-working machines to jigs or stops; marking out and cutting, bending, forming and blanking all materials from templates by hand or pre-set machine under the supervision of a journeyman or an apprentice.

„Operative, grade DV,” means an employee mainly or exclusively engaged in applying by brush or spray gun any primer or paint to the interior or exterior of motor vehicles other than the final exterior coats to coach finished bodies and excluding colour matching or mixing.

4. RATIO.

At least one journeyman shall be employed by an employer on each section of operations in his establishment on which any operative grades are employed.

5. 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 hereunder 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 weekly wage.)

	Wage per Week. (All Areas). £ s. d.
Operative, Grade AV—	
During first three months of experience.....	2 17 6
Thereafter.....	3 9 0
Operative, Grade BV—	
During first two weeks of experience.....	4 0 6
During next six weeks of experience.....	5 3 6
Thereafter.....	5 15 0
Operative, Grade CV—	
During first three months of experience.....	3 9 0
Thereafter.....	4 0 6
Operative, Grade DV.....	4 12 0

CHAPTER 3.

MANUFACTURING ESTABLISHMENTS.

1. SCOPE OF APPLICATION.

The provisions of Chapter 1 of this Agreement (other than those relating to „Letting and Sub-letting of Premises”, „Working Employers and Partners” and office, stores, sales and clerical employees) and the provisions of this Chapter 3 shall, subject to clause 2 hereof, apply to manufacturing establishments registered as such by the Council; provided that where the provisions of the two chapters are in conflict, the provisions of this Chapter 3 shall obtain and have preference.

2. REGISTRATION OF ESTABLISHMENTS.

(1) Application for registration as referred to in clause 1 of this Chapter shall be made by the employer to the Council or the Regional Council for his Region in such form as may be prescribed and the Council shall in its discretion register the establishment concerned upon such terms and conditions and for such period as it may determine and issue the employer with a certificate to that effect specifying, *inter alia*, the section-category of the establishment and the classes of operative labour that may be employed.

(2) The Council may at any time withdraw or vary the terms of such certificate and the employer shall, when so required in writing, forthwith return the certificate to the Council.

(3) Every establishment unless so registered and validly in possession of the said certificate shall be subject to all the provisions of Chapter 1 of this Agreement.

3. DEFINITIONS.

(1) Auto-Electrical Parts Manufacturing Section.—In relation to this section—

(a) „labourer” means 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 duties of a labourer in paragraph (b) of the definition of labourer in Chapter 1:—

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; tapping 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;

- (b) „werkman graad E” ’n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende werksaamhede met herhalingsprosesse verrig:—

Lamelplaatjies en/of stroomwisselaarskryfies met outomatiese hidrouliese handperse uitpers; stroomwisselaars met behulp van stelmasjiene inmeekaarsit; spoel in anker-gleuwe plaas of wikkel; gleuwe met wie toemaak; stroomwisselaars soldeer; stroomwisselaars gelykskaaf; stroomwisselaars poleer; stroomwisselaars ondersny; stroomwisselaars en lamelplaatjies aan as vassit; spoel-wikkelaar opstel; aste nagaan en toets; spoel vorm gee; draad in klosse met hand of masjien opdraai; geleidings wat vooraf getoets en gemerk is, met stroomwisselaars verbind; drade in gietvorms insteek; lood in gietvorms ingiet en gietsele vir batteryverbindings uit vorms uithaal; eindhokke aan kables heg; eindhokke toedruk; kabel-punte in soldeersel insteek; eindhokke deurslaan.

- (2) *Afdelings vir die vervaardiging van remvoerings, koppelaarvoerings, geboorde remvoerings en uitgevoerde remskoene.*—Met betrekking tot hierdie afdeling beteken „arbeider” ’n werknemer wat hoofsaaklik een of meer van die volgende werksaamhede verrig en wat daarbenewens enigeen van die werksaamhede kan verrig wat in paragraaf (b) van die woordomskrif van „arbeider” in Hoofstuk 1 van hierdie Ooreenkoms genoem word:—

Asbespluismasjien voer; rubber met masjien sny; asbesdeeg warm en koud pers; rem- en koppelaarvoerings op gestelde masjiene sny, regsny en gelykskuur; klinknaels uithaal en rem- en koppelaarvoerings met handpers verwyder; verbonde remvoerings van remskoene afstroop; pedestaalskuurder gebruik om opsluitpennas van remskoene te verwyder; platform van remskoene met skroot blaas; ghries van remskoene in chemiese bad verwyder; remskoene verbind; rem- en remvoerings met sement spuit; bindmasjien met remskoene en voerings laai en ontlai en bindmasjien bedien; verbonde remskoene toets; ruwe spuitwerk aan binnekant van remskoene; nommers in remskoene inslaan; opsluitpennas 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.

- (3) *Afdeling vir die rekondisionering en vervaardiging van dempers.*—Met betrekking tot hierdie afdeling beteken „werkman graad M” ’n werknemer wat hoofsaaklik en of meer van die volgende werksaamhede verrig:—

Binnemaat en suier van dempers met gestelde toetsapparaat gradeer; dempers inmeekaarsit en toets; wiel- en hoofsilinders inmeekaarsit; wiel- en hoofsilinder toets.

- (4) *Afdeling Elektroplatering.*—Met betrekking tot hierdie afdeling beteken—

„werkman graad C”, ’n werknemer wat hoofsaaklik of uitsluitlik die galvaniseerbath, afstrooper en/of suurbath bedien; herhalingspolysting en/of polering van metaal.

- (5) *Afdeling vir die vervaardiging van pakkies.*—Met betrekking tot hierdie afdeling beteken—

„patroonsnyer-maker”, ’n werknemer wat hoofsaaklik of uitsluitlik snystokke volgens patroon buig en dit in stutte of steunstukke invoeg.

- (6) *Afdeling vir die vervaardiging van los sitplekoortreke.*—

Met betrekking tot hierdie afdeling beteken—

- (a) „uitsnyer”, ’n werknemer wat materiaal uittê, uitkenningsmerke en patrone op materiaal afteken, die buitelyne van artikels van patrone af met kryt afmerk, en een of meer lae materiaal volgens die buitelyne wat so met kryt afgemerk is, onder toesig van ’n snyer met ’n masjien of met die hand uitsny;

- (b) „snyer”, ’n werknemer wat hoofsaaklik patrone maak;

- (c) „vroulike arbeider”, ’n vroulike werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende werksaamhede verrig:—

Klaargemaakte artikels nagaan, skoonmaak, opvou en inpak en dose merk; ogies insit en knope aansit waar dit nodig is; deksels merk en etikette aansit, tou deurryg;

- (d) „arbeider” ’n werknemer wat, benewens die verrigting van die werksaamhede genoem in paragraaf (b) van die woordomskrif van „arbeider” in Hoofstuk 1 van hierdie Ooreenkoms, en van „vroulike arbeider”, ook klaargemaakte los sitplekoortreke afhaal en/of aansit, binne-spirale vir los kussings inryg en eenvoudige patrone met die hand uit afvalmateriaal uitsny;

- (e) „soommasjinis” ’n werknemer wat naaiwerk met die hand of masjien doen.

- (b) „operative, grade E,” means an employee engaged mainly or exclusively in the respective performance of 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.

- (2) *Brake Lining, Clutch Lining, Drilled Brake Lining and Lined Brake Shoe Manufacturing Section.*—In relation to this section “labourer” means 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) of the definition of labourer in Chapter 1 of this Agreement:—

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.

- (3) *Damper Re-conditioning and Manufacturing Section.*—In relation to this section “operative, grade M,” means an employee mainly engaged in the repetitive performance of 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.

- (4) *Electro-plating Section.*—In relation to this section “operative, grade C,” means an employee mainly or exclusively engaged in attending electro-plating bath, stripper and/or pickling tank; repetition metal buffing and/or polishing.

- (5) *Gasket Manufacturing Section.*—In relation to this section “pattern cutter maker” means an employee mainly or exclusively engaged on bending of a cutting rule to a pattern and insertion into a supporting base or back.

- (6) *Loose Seat Cover Manufacturing Section.*—In relation to this section—

- (a) “chopper-out” means an employee engaged in laying out materials, copying identification marks and patterns on to material, 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;

- (b) “cutter” means an employee mainly engaged in making patterns or templates;

- (c) “female labourer” 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, threading cords;

- (d) “labourer” means an employee who, in addition to performing any of the duties in paragraph (b) of the definition of labourer in Chapter 1 of this Agreement, and of a female labourer, may also remove and/or fit ready manufactured loose seat covers, string inner coils for loose cushions and cut by hand simple patterns from scrap materials;

- (e) “seaming machinist” means an employee engaged in sewing by hand or machine.

(7) *Afdeling vir die vervaardiging van verkoelers.*—Met betrekking tot hierdie afdeling beteken—

- (a) „arbeider”, ’n werknemer wat, benewens enige van die werksaamhede genoem in paragraaf (b) van die woordomschrywing van „arbeider” in Hoofstuk I van hierdie Ooreenkoms en dié in die woordomschrywing van „arbeider” (Diverse vervaardigingsafdelings) in subklousule (8) van hierdie Hoofstuk, hoofsaaklik of uitsluitlik een of meer van die volgende werksaamhede verrig:—

Verkoelers uitmekaarhaal ten einde dit te herbou; verkoelereenhede toets en kiewe in buise inryg;

- (b) „werkman graad G”, ’n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende werksaamhede verrig deur middel van herhalingsprosesse:—

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 soldeer-vate indompel; waterhouers aan kerns aansweet; wande aan kerns aansweet; buise en buisplate aansweet; vulnekke met stelmasjiene maak.

(8) *Diverse vervaardigingsafdelings.*—Met betrekking tot alle afdelings van vervaardiging, beteken—

- „arbeider”, ’n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende werksaamhede verrig en wat daarbenewens enigeen van die werksaamhede kan verrig wat in paragraaf (b) van die woordomschrywing van „arbeider” in Hoofstuk I van hierdie Ooreenkoms 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 boue 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 masjins vashou en dra; gietwerk skoonmaak; metaal sorteer; metaal skoonmaak om weer te smelt; ruwe skuurwerk; yster met kragystersaag saag; krag- en/of handperse bedien; in spesiale stelmate en/of -masjiene 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 weerstandsweising by herhaling met onderdele in spesiale stelmasjiene en/of skoorstukke op submonteerwerk; volgens gestelde stelmasjiene en/of stoppe skuinsny ne afsny; klinknaels verhit en/of slaan; herhalingskroefsnij met die hand met stempelkoppe en/of tappe; in enemmel en/of verf indoop; senterboute en klampe inmekaarsit 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; artikels inmekaarsit waar geen paswerk nodig is nie; verf of ander beskermende lae aansit; artikels vir elektroplate-ring bedraad; poleerskywe voorberei; skuur en/of met draadborsel skraap; vate en ander artikels ontghies; vere uitgloe en temper waar beheerde oonde en tenks gebruik word; werk vir plaatmetaalwerker vashou; soldeersel vyl en/of nuwe dele aansweis; skuurpapierwerk; vulsel, grondlaag en stopverf opvryf; met die hand of masjien maskeer, skoonmaak, meng of poleer; visueleinspeksie; spesiale splitsmasjiene bedien; stutlose slypers bedien; dele met gaannie-gaan-meters, wyserplaatmeters en/of penkalibers nagaan;

- „werkman graad D”, ’n werknemer op die herhalingsbediening van masjiengereedskap, uitgesonderd kapstaander en rewolwertipe draaibanke, wat laai, aansit, bedien, stop en ontlai;

- „werkman graad F”, ’n werknemer wat met behulp van vormers, hoofsaaklik of uitsluitlik in diens is op herhalingsmetaalspinwerk; bediening van stempelgietmasjiene;

- „werkman graad H”, ’n werknemer wat hoofsaaklik of uitsluitlik herhalingsmasjiene met kapstaander- of rewolwertipe draaibanke verrig waar die aantal stasie nie meer as 8 is nie, die spilsnelhede nie meer as 2 is nie, alle werksaamhede deur vaste stoppe beperk word en alle skroefdraad uitsluitlik met stempelkoppe of tappe gedoen word.

(OPMERKING.—Vir die toepassing van hierdie omschrywing beteken die terugdraai van ’n spil nie ’n verandering van snelheid nie.)

- „werkman graad J”, ’n werknemer, uitgesonderd ’n werkman graad H, wat hoofsaaklik of uitsluitlik herhalingsmasjiene met ’n kapstaander- of rewolwertipe draaibank verrig;

- „werkman graad K”, ’n werknemer wat hoofsaaklik of uitsluitlik herhalingsoldeerwerk en/of handaansweetwerk doen wat nie elders in hierdie Ooreenkoms bepaal word nie;

- „werkman graad N”, ’n werknemer wat hoofsaaklik of uitsluitlik herhalingswerk in elektriese sweiswerk met kontakstafies doen; herhalingsweis- en/of hardsoldeerwerk volgens stelmate en/of dele aldus gevorm en/of geplaas ten einde die nodigheid van ’n stelmaat te verhelp waar die lengte van die sweislas nie langer as 6 duim is nie;

(7) *Radiator Manufacturing Section.*—In relation to this section—

- (a) “labourer” means an employee who, in addition to any of the functions enumerated in paragraph (b) of the definition of labourer in Chapter 1 of this Agreement and those in the definition of labourer (Miscellaneous Manufacturing Sections) in sub-clause (8) of this Chapter, is mainly or exclusively engaged in one or more of the following operations: Dismantling radiators for the purpose of rebuilding; testing radiator units and threading gills to tubes;

- (b) “operative, grade G,” means an employee mainly or exclusively engaged in the repetitive performance of 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; sweating tubes and tube plates; making filler necks to jigs.

(8) *Miscellaneous Manufacturing Sections*—

“labourer”, in relation to all sections of manufacturing, means 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) of the definition of labourer in Chapter 1 of this Agreement:—

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; operating power and/or manually operated presses; bending and/or forming in special purpose jigs and/or machines; 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; assembling articles where no fitting is required; applying paint or other protective coatings; wiring up articles for electro-plating; preparation of buff; scouring and/or scratch brushing; de-greasing vats and other articles; annealing and tempering springs where controlled ovens and tanks are used; holding up work for sheet metal worker; filing of solder or of welding on new parts; sandpapering; rubbing down of filling, primer and putty; masking, cleaning, compounding or polishing by hand or machine; visual inspection; operating special purpose splitting machine; operating centreless grinders; checking parts with go-no-go gauges, dial test indicators and/or plug gauges;

“operative, grade D,” means an employee engaged in the repetitive operation of machine-tools other than capstan and turret type lathes, who loads, starts, operates, stops and unloads;

“operative, grade F,” means an employee mainly or exclusively engaged in repetition metal spinning, using formers; operating die-casting machine;

“operative, grade H,” means an employee mainly or exclusively engaged in repetitive machining on capstan or turret type lathes where the number of stations does not exceed eight, the spindle speeds used do not exceed two, all operations are limited by fixed stops and all threading is done exclusively with die-heads or taps;

(NOTE.—For the purpose of this definition, reversing of spindle does not constitute a speed change.)

“operative, grade J,” means an employee other than operative, grade H, mainly or exclusively engaged in repetitive machining on capstan or turret type lathe;

“operative, grade K,” means an employee mainly or exclusively engaged in repetitive soldering and/or hand sweating not elsewhere provided for in this Agreement;

“operative, grade N,” means an employee mainly or exclusively engaged in repetitive electric welding with contact rods; repetitive 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 length of the weld does not exceed six inches;

„werkman-opsigter”, ’n werknemer wat hoofsaaklik of uitsluitlik toesig hou oor die werk van enige werknemer/s vir wie ’n loon van £3. 9s. per week of minder in hierdie Ooreenkoms voorgeskryf word en wat selfs die werk van sodanige werknemer/s kan verrig;

„gereedskapsteller”, ’n werknemer wat masjiengereedskap en perse wat vir vervaardiging bedoel is, stel.

4. BETALING VAN VERDIENSTE.

Elke werkgever moet sy weeklikse werknemers hul verdienste elke Vrydag teen die gewone ophoutyd van sy inrigting vir daardie dag betaal.

5. VAKVERENIGINGARBEID.

Geen lid van die S.A. Motor Industry Employers' Association mag enige werknemer, uitgesonderd ’n vakleerling of ’n arbeider, wat nie lid van die Motor Industry Employees' Union of S.A., is nie, in diens hê nie.

6. JAARLIKSE VERLOF.

’n Werkgever mag te eniger tyd, maar nie meer dikwels as eenkeer in enige tydperk van 12 opeenvolgende maande nie, sy inrigting sluit met die doel om sy werknemers betaalde verlof, soos by klousule 14 van hoofstuk 1 voorgeskryf, toe te staan, en sa ’n werknemer ten tyde van die sluiting van die inrigting nie geregtig is op die volle voorgeskrewe tydperk van jaarlikse betaalde verlof nie, moet die werkgever hom ’n bedrag betaal op die grondslag neergelê in subklousule (2) van daardie klousule asof sy diens beëindig is, plus besoldiging ten opsigte van enige van die betaalde openbare vakansiedae wat binne die tydperk val waarin die inrigting gesluit is en dit vereis word dat dit ingevolge klousule 14 (1) (e) van hoofstuk 1 by ’n werknemer se jaarlikse verlof gevoeg moet word, teen ’n skaal van minstens dié dat hy gewoonweg vir sy gewone werkure vir daardie dag van die week sou ontvang het.

7. BETALING VIR OPENBARE VAKANSIEDAE.

(1) As Goeie Vrydag, Geloftedag, Kersdag of Nuwejaarsdag binne ’n werknemer se gewone werkweek val en die werknemer nie op sodanige dag werk nie, moet sy werkgever hom ten opsigte daarvan besoldiging betaal teen ’n skaal van minstens dié wat hy gewoonweg vir sy gewone werkure vir daardie dag van die week ontvang.

As enigeen van hierdie vakansiedae op ’n Sondag val, moet die volgende Maandag vir die toepassing van hierdie klousule as daardie besondere vakansiedag beskou word, en as dit in die geval van Kersdag plaasvind, moet die volgende Dinsdag as Tweede Kersdag beskou word.

(2) As enige werknemer op enigeen van die dae genoem in subklousule (1) van hierdie klousule werk, moet sy werkgever hom, benewens die besoldiging betaalbaar ingevolge subklousule (1) hiervan, besoldiging betaal teen ’n skaal van minstens sy uurloonskaal ten opsigte van elke uur of gedeelte van ’n uur aldus gewerk, tot en met 8 uur en daarna dubbel soveel op sodanige dag.

(3) As ’n tweederdemeerderheid van die werknemers in ’n inrigting verlof aanvra ten opsigte van enige statutêre openbare vakansiedag wat nie in subklousule (1) van hierdie klousule genoem word nie, is die werkgever daarop geregtig om sy inrigting op sodanige vakansiedag te sluit en geen werknemer is op besoldiging ten opsigte daarvan geregtig nie.

(4) As ’n werkgever in ander omstandighede as dié in subklousule (3) van hierdie klousule genoem, sy inrigting op enige statutêre openbare vakansiedag sluit wat nie in subklousule (1) van hierdie klousule genoem is nie, moet al sy werknemers minstens die besoldiging betaal wat hy hulle sou ontvang het as hulle hul gewone ure op daardie dag van die week gewerk het.

8. OORPAKTOELAE.

Elke werkgever moet in alle streke, na goeddunke, of ’n minimum van drie ketelmakerspakke of wasbare jasse per jaar kosteloos aan elke vakman in sy diens verskaf, of in plaas daarvan iedere sodanige vakman ’n oorpaktoelae van 4s. per week, benewens sy gewone besoldiging, betaal.

9. LONE.

Die minimum loon wat deur ’n werkgever aan elke lid van die ondergenoemde klasse van sy werknemers betaal moet word, is dié wat in die volgende loonbylaes aangetoon word, en geen werknemer mag ’n laer loon aanneem as wat vir daardie klas gespesifiseer word nie:—

(OPMERKING.—In geval van maandeliks betaalde werknemers is die minimum loon 4½ maal die bedrag wat in hierdie bylaes gespesifiseer word.)

B—136027

“operative supervisor” means an employee mainly or exclusively engaged in supervising the work of any employee/s for whom a wage of £3. 9s. per week or less is prescribed in this Agreement and who may himself perform the work of such employee/s;

“toolsetter” means an employee who adjusts machine tools and presses for the purpose of manufacturing.

4. PAYMENT OF EARNINGS.

Every employer shall pay his weekly employees their earnings on each Friday by the normal stopping time of his establishment for that day.

5. TRADE UNION LABOUR.

No member of the South African Motor Industry Employers' Association shall employ any employee, other than an apprentice or a labourer, who is not a member of the Motor Industry Employees' Union of South Africa.

6. ANNUAL LEAVE.

An employer may at any time, but not more than once in any period of twelve consecutive months, close his establishment for purposes of granting his employees paid leave as prescribed by clause 14 of Chapter 1 and where at the date of the closing of the establishment any employee is not entitled to the full prescribed period of paid annual leave, the employer shall pay him an amount on the basis laid down in sub-clause (2) of that clause as if his employment had terminated, plus remuneration in respect of any of the paid public holidays which fall during the period that the establishment is closed and are required to be added to an employee's annual leave in terms of clause 14 (1) (e) of Chapter 1, at a rate not less than he would normally have received for his ordinary working hours for that day of the week.

7. PAYMENT FOR PUBLIC HOLIDAYS.

(1) Where Good Friday, Day of the Covenant, Christmas 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.

Where any of these holidays fall on a Sunday, the following Monday shall, for purposes of this clause, be deemed to be that particular holiday and where this occurs in the case of Christmas Day, the following Tuesday shall be deemed to be Boxing Day.

(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) Where a two-thirds majority of the employees in an establishment request leave in respect of any statutory public holiday other than those referred to in sub-clause (1) of this clause, the employer shall be entitled to close his establishment on such holiday and no employee shall be entitled to payment therefor.

(4) Where an employer in circumstances other than those referred to in sub-clause (3) of this clause, closes his establishment on any statutory public holiday not referred to in sub-clause (1) 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.

8. OVERALL ALLOWANCE.

In all regions, every employer shall at his option either supply free of charge to each journeyman in his employment a minimum of three boilermakers' overalls or washing coats per year or in lieu thereof, pay each such journeyman an overall allowance of 4s. per week in addition to his normal remuneration.

9. 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.)

	Loon per week. (Alle gebiede). £ s. d.
Uitsnyers—	
Gedurende eerste drie maande ondervinding.....	2 1 0
Gedurende volgende nege maande ondervinding....	2 6 0
Daarna.....	2 10 0
Snyers—	
Gedurende eerste agtien maande ondervinding.....	2 4 0
Gedurende tweede agtien maande ondervinding....	4 0 6
Daarna.....	7 9 6
Vroulike arbeiders—	
Gedurende eerste ses maande ondervinding.....	1 0 0
Gedurende tweede ses maande ondervinding.....	1 5 0
Gedurende derde ses maande ondervinding.....	1 10 0
Gedurende vierde ses maande ondervinding.....	1 15 0
Daarna.....	1 16 0
Arbeiders in diens in Strek WP.....	2 0 3
Arbeiders in diens in ander streke as WP.....	1 18 4
Werkmanne, graad C.....	2 0 3
Werkmanne, graad D—	
Gedurende eerste drie maande ondervinding.....	2 6 0
Daarna.....	2 17 6
Werkmanne, graad E—	
Gedurende eerste drie maande ondervinding.....	2 4 0
Daarna.....	2 8 0
Werkmanne, graad F—	
Gedurende eerste drie maande ondervinding.....	2 2 2
Daarna.....	2 6 0
Werkmanne, graad G—	
Gedurende eerste drie maande ondervinding.....	2 4 0
Daarna.....	2 8 0
Werkmanne, graad H.....	2 17 6
Werkmanne, graad J.....	5 3 6
Werkmanne, graad K.....	2 2 2
Werkmanne, graad M.....	2 2 2
Werkmanne, graad N—	
Gedurende eerste drie maande ondervinding.....	2 6 0
Daarna.....	2 17 6
Werkman-opsigters.....	3 9 0
Patroonsnyermakers—	
Gedurende eerste drie maande ondervinding.....	3 9 0
Daarna.....	4 0 6
Soommasjiniste—	
Gedurende eerste drie maande ondervinding.....	1 18 4
Gedurende tweede drie maande ondervinding.....	2 0 0
Gedurende derde drie maande ondervinding.....	2 2 2
Daarna.....	2 6 0
Gereedskapstellers.....	Soos vir vakmanne in Hoofstuk 1 van hierdie Ooreenkoms voor- geskryf.

10. GEWAARBORGDE LONE.

Die bepalinge van klousule 29 (7) van Hoofstuk 1 is van toepassing op arbeiders en alle werkmansgrade werknemers.

11. ONGEMAGTIGDE INDIENSNEMING.

Geen werknemer mag enigiemand, anders as 'n vakman, vakleerling of gereedskapsteller in diens hê vir die stel van masjiene en/of masjiengereedskap nie.

Namens die partye op hede die 19de dag van Januarie 1956 in Johannesburg onderteken.

SYDNEY J. CLOW,
Voorsitter van die Raad.

Namens die partye op hede die 23ste dag van Januarie 1956 in Johannesburg onderteken.

GEO. E. MERRETT,
Ondervoorsitter van die Raad.

Namens die partye op hede die 19de dag van Januarie 1956 in Johannesburg onderteken.

G. T. STONE,
Sekretaris van die Raad.

	Wage per Week. (All Areas). £ s. d.
Choppers Out—	
During first three months of experience.....	2 1 0
During next nine months of experience.....	2 6 0
Thereafter.....	2 10 0
Cutters—	
During first eighteen months of experience.....	2 4 0
During second eighteen months of experience.....	4 0 6
Thereafter.....	7 9 6
Female Labourers—	
During first six months of experience.....	1 0 0
During second six months of experience.....	1 5 0
During third six months of experience.....	1 10 0
During fourth six months of experience.....	1 15 0
Thereafter.....	1 16 0
Labourers employed in Region WP.....	2 0 3
Labourers employed in Regions other than Region WP.....	1 18 4
Operatives, Grade C.....	2 0 3
Operatives, Grade D—	
During first three months of experience.....	2 6 0
Thereafter.....	2 17 6
Operatives, Grade E—	
During first three months of experience.....	2 4 0
Thereafter.....	2 8 0
Operatives, Grade F—	
During first three months of experience.....	2 2 2
Thereafter.....	2 6 0
Operatives, Grade G—	
During first three months of experience.....	2 4 0
Thereafter.....	2 8 0
Operatives, Grade H.....	2 17 6
Operatives, Grade J.....	5 3 6
Operatives, Grade K.....	2 2 2
Operatives, Grade M.....	2 2 2
Operatives, Grade N—	
During first three months of experience.....	2 6 0
Thereafter.....	2 17 6
Operative Supervisors.....	3 9 0
Pattern Cutter Makers—	
During first three months of experience.....	3 9 0
Thereafter.....	4 0 6
Seaming Machinists—	
During first three months of experience.....	1 18 4
During second three months of experience.....	2 0 0
During third three months of experience.....	2 2 2
Thereafter.....	2 6 0
Toolsetters.....	As prescribed for Journeymen in Chapter 1 of this Agreement.

10. GUARANTEED WAGE.

The provisions of clause 29 (7) of Chapter 1 shall apply to labourers and all operative grades of employees.

11. UNAUTHORISED EMPLOYMENT.

No employer shall employ any person other than a journeyman, apprentice or toolsetter on the setting of machines and/or machine tools.

Signed at Johannesburg, on behalf of the parties, on this 19th day of January, 1956.

SYDNEY J. CLOW,
Chairman of the Council.

Signed at Johannesburg, on behalf of the parties, on this 23rd day of January, 1956.

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

Signed at Johannesburg, on behalf of the parties, on this 19th day of January, 1956.

G. T. STONE,
Secretary of the Council.

AANHANGSEL A.

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

Datum _____

DIE STREEKSEKRETARIS,
NASIONALE NYWERHEIDSRaad VIR DIE MOTORNYWERHEID,
_____-STREEKSRAAD,
POSBUS _____,

MENEER,
REGISTRASIE AS WERKGEWER IN DIE
MOTORNYWERHEID.

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

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 langs aan hul onderskeie name gemeld word):—
Eienaar _____
of Vennote _____
of Direkteure _____
Bestuurder en/of Sekretaris _____
7. Besonderhede van werknemers—
Getal vakmanne _____ Getal vakleerlinge _____
Getal klerklike en verkoopswerknemers _____
Getal arbeiders _____ Getal ander werknemers _____
8. Naam van werkgewersorganisasie waarvan ek/ons lid is _____

Die uwe, _____

AANHANGSEL C.

[Voorgeskryf ingevolge klousule 14 (2) (b) (ii) van Hoofstuk 1 van die Ooreenkoms van die Nasionale Nywerheidsraad vir die Motornywerheid].

VERLOFBETALINGSORDER.

No. _____

Datum _____

Hiermee word gesertifiseer dat _____
Vakverenigingnummer _____, wie se handtekening hieronder verskyn, in diens was by (naam en adres van 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, _____, gestuur word op die datum waarop die werknemer ophou werk.

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

ANNEXURE A.

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

Date _____

THE REGIONAL SECRETARY,
NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY,
_____-REGIONAL COUNCIL,
P.O. BOX _____,

DEAR SIR,
REGISTRATION AS EMPLOYER IN THE
MOTOR INDUSTRY.

In accordance with Clause 8 (1) of the Main Agreement for the Motor Industry (_____), 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—
Number of Journeymen _____
Number of Apprentices _____
Number of Clerical and Sales Employees _____
Number of Labourers _____
Number of other Employees _____
8. Name of Employers' Organization of which member _____

Yours faithfully, _____

ANNEXURE C.

[Prescribed in terms of Clause 14 (2) (b) (ii) of Chapter 1 of the Main Agreement of the National Industrial Council for the Motor Industry].

HOLIDAY LEAVE PAY VOUCHER.

No. _____

Datum _____

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 Regional Council, _____ on the date employee ceases work.

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

AANHANGSEL B.
ANNEXURE B.

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

AAN DIE STREEKSEKRETARIS (die adres van die Streeksekretaris vir u gebied verskyn op die omslag).
TO THE REGIONAL SECRETARY (see cover for address of Regional Secretary for your area).

Hierby tjek/poswissel/posorder/kontant ter betaling van bydraes en ledegeld soos hieronder uiteengesit vir die maand
Herewith Cheque/Money Order/Postal Order/Cash £ in payment of contributions and subscriptions as detailed hereunder for the month of

Naam van Inrigting
Name of Establishment

Adres
Address

SLEGS VIR KANTOORGEBRUIK. FOR OFFICE USE ONLY.	
Council.....	
Sick Fund.....	
M.I.E.U.....	
M.I.S.A.....	
Pension Fund....	
	£

Vir arbeiders se deel, sien No. 14 hieronder.—For Labourers' Section, see No. 14 below.

1.	2.	3.	6.			7.	8.	9.		10.	11.	12.	13.							
Naam van werknemer Name of Employee.	Vakunie- kaart- nommer. Union Card Number.	Beroep. Occupation.	Besonderhede <i>slegs</i> verlang as die werknemer deur u in diens geneem en/of u diens verlaat het gedurende Particulars required <i>only</i> if the Employee was engaged by you and/or left your service during			Loon- skaal. Rate of Wages.	Getal weke in diens gedurende No. of Weeks Employed during	Bydraes aan Raad. Contribu- tions to Council.	Motornywerheid- siektebystandsfonds- bydrae. Motor Industry Sick Benefit Fund Contributions.		M.N.W.U.- ledegeld. M.I.E.U. Sub- scriptions.	M.I.S.A.- ledegeld. Motor Industry Staff Associa- tion Sub- scriptions.	M.N. se pensioen- fonds- bydraes. Motor Industry Pension Fund Contribu- tions.	Totale bedrag. Total Amount.						
			4.	5.					Werk- nemer se bydrae. Employee's Contri- bution.	Werk- gewer se bydrae. Employer's Contri- bution.										
			Indiensnemings. Engagements.	Datum deur u in diens geneem. Date engaged by you.	Ontslag. Discharge. Datum deur u ontslaan. Date discharged by you.															
Werkgewers in streke Grens, Natal, Oranje-Vrystaat en Transvaal moet hierdie deel invul. Employers in Border, Natal, Orange Free State and Trans- vaal Regions must complete this section.			14. Getal arbeiders in diens gedurende week geëindig/Number of Labourers employed during weeks ended:																	
									2d. elk weekliks. 2d. each per week.											
			(Getal/No.)	(Getal/No.)	(Getal/No.)	(Getal/No.)		(Totale getal/Total No.)												
									15. TOTALE TOTALS.....											

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

* No. 324.]

[24 Februarie 1956.]

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-KOSTETOELAE 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 4 van die regulasies bekendgemaak by Oorlogsmaatreël No. 43 van 1942, soos gewysig, die bepalings van subregulasie (1) van regulasie 2 en subregulasie (2) van regulasie 3 op ten opsigte van vakmanne gedek deur die Ooreenkoms vir die Motornywerheid wat by Goewermentskennisgewing No. 323 van 24 Februarie 1956 afgekondig is.

J. DE KLERK,
Minister van Arbeid.

* No. 325.]

[24 Februarie 1956.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

MOTORNYWERHEID, UNIE VAN SUID-AFRIKA.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Motornywerheid, bekendgemaak by Goewermentskennisgewing No. 323 van 24 Februarie 1956, vir die persone wie se werkure daarby gereël word nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

* No. 324.]

[24 February 1956.]

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 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of sub-regulation (1) of regulation 2 and sub-regulation (2) of regulation 3 in respect of journeymen covered by the Agreement for the Motor Industry published under Government Notice No. 323 of the 24th February, 1956.

J. DE KLERK,
Minister of Labour.

* No. 325.]

[24 February 1956.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

MOTOR INDUSTRY, UNION OF SOUTH AFRICA.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Motor Industry, published under Government Notice No. 323 of 24th February, 1956, 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.

Wette van die Unie van Suid-Afrika, 1954

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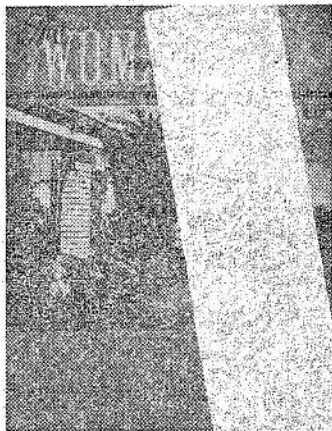
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