



Buitengewone
Staatskoerant
Government Gazette
Extraordinary

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

Vol. III.]

PRYS 5c.

PRETORIA, 9 MAART 1962.
9 MARCH

PRICE 5c.

[No. 194.]

GOEWERMENSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. 368.]

[9 Maart 1962.

**WET OP NYWERHEIDSVERSOENING, 1956,
SOOS GEWYSIG.****MOTORNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA.****WYSIGING VAN HOOFOOREENKOMS.**

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Motornywerheid betrekking het, vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1962 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Wysigingsooreenkoms, uitgesonderd klousules 2, 3 en 4, vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1962 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika, uitgesonderd daardie gedeelte van die landdrostdistrik Somerset-Wes wat deur Cape Explosives Works, Limited, geokkupeer word; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Wysigingsooreenkoms, uitgesonderd klousules 2, 3 en 4, vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1962 eindig, in die Republiek van Suid-Afrika, uitgesonderd daardie gedeelte van die landdrostdistrik Somerset-Wes wat deur Cape Explosives Works, Limited, geokkupeer word, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is, en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. 368.]

[9 March 1962.]

**INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.****MOTOR INDUSTRY, REPUBLIC OF SOUTH
AFRICA.****AMENDMENT OF MAIN AGREEMENT.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby declare—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, that the provisions of the Agreement (hereinafter referred to as the Amending Agreement), which appears in the Schedule hereto and which relates to the Motor Industry, shall be binding as from the first Monday after the date of publication of this notice and for the period ending the 31st March, 1962, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of those organisations or those unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, that the provisions of the Amending Agreement, excluding clauses 2, 3 and 4 shall be binding as from the first Monday after the date of publication of this notice and for the period ending the 31st March, 1962, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Republic of South Africa, excluding that portion of the Magisterial District of Somerset West occupied by the Cape Explosives Works, Limited; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, that in the Republic of South Africa, excluding that portion of the Magisterial District of Somerset West occupied by the Cape Explosives Works, Limited, and as from the first Monday after the date of publication of this notice and for the period ending the 31st March, 1962, the provisions of the Amending Agreement, excluding clauses 2, 3 and 4 shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

BYLAE.

DIE NASIONALE NYWERHEIDSRaad VIR DIE
MOTORNYWERHEID.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen

The South African Motor Industry Employers' Association
en

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

The Motor Industry Employees' Union of South Africa,

The Motor Industry Staff Association,

en

The Motor Industry Coloured Workers' Union

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

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

Die Hoofooreenkoms gepubliseer by Goewermentskennisgewing No. 596 van 24 April 1959 en gewysig by Goewermentskennisgewings Nos. 1145, 1274, 1683, 233 en 843 onderskeidelik van 24 Julie 1959, 19 Augustus en 14 Oktober 1960, 10 Februarie en 13 Oktober 1961 word voorts hierby soos volg gewysig:—

A. HOOFSTUK 1.

1. KLOUSULE 3.—WOORDOMSKRYWINGS.

Deur—

(1) die woordoms krywings "bakafstroper" en "werktuigkundige se afstroper" in dié klousule en die aantekeninge wat na elk van daardie woordoms krywings voorkom, te skrap;

(2) die volgende woordoms krywings in alfabetiese volgorde in dié klousule in te voeg—

(a) "bak werkswinkelassistent" 'n werknemer in enige duikklop-bedryfsinrigting in wie se werkswinkel daar minstens twee vakmanne werksaam is, wat waterpype, verkoelers, verkoelerproppe, kappe, bakke, stampers, modderskerms, deure, binnedeurehandvatsels, handruitslingers, enjinkappe, skerms, doppe, gruisbakke, roosters, treeplanke, baklisywerk, vensterrame, sitplekke, lampe, binnepanele, sitplekoortreksels, vloerbedekkings en buikplanke, enjinmodderbakke, afneembare vliegwielmohulsels, handrelingklampe en -toebehore—

verwyder en/of vervang;

glas, uitgesonderd geronde glas, agter- en voor-kronkelvere (miktipe), voor- en agterbladvere, remtrommels, buitepanele tensy aangesweis, volledige voor- en agterassamestelle, ratkaste, voorwielvering, stuur- en uitlaatlidings, uitgesonderd spruistukke en/of volledige enjins nadat elektriese verbindinge gediskonnekteer is—

verwyder maar nie vervang nie;

met dien verstande dat die uitvoering van enige van die werksaamhede wat in hierdie woordoms krywing opgenoem is nie so uitgelê word nie dat dit die vering van enige vakmanswerk wat voortvloei uit sodanige werksaamhede, toelaat.

[OPMERKING.—Die indiensneming van bakwerkswinkelassistent is onderhewig aan die bepalings van klousule 28 (1) (a) van hierdie Ooreenkoms.]

(b) "herstelwinkelklerk" "herstel-werkswinkelassistent" 'n werknemer in enige bedryfsinrigting in wie se werkswinkel daar minstens twee vakmanne werksaam is en wat onder die toesig van minstens een sodanige vakman—

SCHEDULE.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE
MOTOR INDUSTRY.

AGREEMENT

entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, 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,

The Motor Industry Staff Association,

and

The Motor Industry Coloured Workers' Union

(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.

The Agreement (Main) published under Government Notice No. 596 of the 24th April, 1959 and amended by Government Notices Nos. 1145, 1274, 1683, 233 and 843 of the 24th July, 1959, 19th August and 14th October, 1960, 10th February and 13th October, 1961 respectively, is hereby further amended as follows:—

A. CHAPTER 1.

1. CLAUSE 3.—DEFINITIONS.

By—

(1) the deletion of the definitions "Body Stripper" and "Mechanic's stripper", and the deletion of the notes appearing after each of those definitions;

(2) the introduction (in alphabetic order) of the following definitions:—

(a) "Body shop assistant" means an employee in any panel beating establishment in whose workshop at least two journeymen are actively engaged, who

removes and/or replaces—

water hoses, radiators, radiator plugs, cabs, bodies, bumpers, mudguards, doors, inner door handles, manual window winders, bonnets, valances, shells, gravel pans, grilles, running boards, body mouldings, window frames, seats, lamps, inside panels, seat covers, floor covers and floor boards, engine mud trays, detachable flywheel covers, handrail brackets and fittings;

removes but does not replace—

glass other than curved glass, rear coil springs and front coil springs of wishbone type, front and rear leaf springs, brake drums, exterior panels unless welded on, complete front and rear axle assemblies, gear boxes, front wheel suspension, steering and exhaust lines other than manifolds and/or complete engines after electrical connections have been disconnected;

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

[NOTE.—The employment of body shop assistants is subject to the provisions of clause 28 (1) (a) of this Agreement.]

(b) "Repair shop assistant" means an employee in any establishment in whose workshop at least two journeymen are actively engaged and who under supervision of at least one such journeyman—

waterpype, verkoelers, verkoelerproppe, kappe, bakke, stampers, modderskerms, deure, binnedeure, handvatsels, handdruitslingers, enjinkappe, skerms, doppe, gruisbakke, roosters, treeplanke, baklyswerk, vensterrame, sitplekke, lampe, binnepanele, buitepanele en toebehore tensy aangesweis, sitplekoortreksels, vloerbedekkings en buikplanke, enjinmodderbakke, afneembare vliegwielmhulsels, en handrelingklampe,

verwyder en/of vervang:

oliebakke, agter- en voorkronkelvere (miktype), voor- en agterbladvere, remtrommels, volledige voor- en agterassamestelle, ratkaste, voorwielvering, stuurinrigtings, volledige enjins nadat elektriese verbindings gediskonnekteer is, uitlaatluidsings, spruitstukke, ontwikkelers, aansitters, brandstof- en oliepompe, verdelers, vergassers, klepdeksels, oliebak-tapboute, buite-olieleidsings, oliefilters (buite), waterpompe en silinderkoppe van syklepenjins;

verwyder maar nie vervang nie;

met dien verstande dat die uitvoering van enige van die werksaamhede wat in hierdie woordomsyrywing opgenoem is, nie so uitgelê word nie dat dit die vering van enige vakmanswerk wat voortvloei uit sodanige werksaamhede, toelaat.

[OPMERKING.—Die indiensneming van herstel-werk-winkelassistent is onderhewig aan die bepaling van klousule 28 (1) (d) van die Ooreenkoms.]

(3) In die woordomsyrywing "vakman"—

(a) deur "of die Motor Industry Coloured Workers' Union" na die woorde "Suid-Afrika" in paragraaf (b) by te voeg;

(b) deur paragraaf (c) te skrap en te vervang deur die volgende paragraaf:—

"(c) in besit is van 'n sertifikaat wat aan hom uitgereik is ingevolge die bepaling van die Wet op Opleiding van Ambagsmanne, 1951."

(4) deur die wysing van die woordomsyrywing "reisiger" sodat dit soos volg lui:—

"reisiger" beteken 'n werknemer wat, as die reisende verteenwoordiger van 'n inrigting, namens sodanige inrigting, uitsluitlik of hoofsaaklik—

(a) bestellings inwag, daarom vra of werf van behoorlik gelisensieerde handelaars en/of ander persone vir die verkoop en/of lewering aan hulle van goedere vir herverkoop en/of gebruik of verbruik deur sodanige handelaars of ander persone; en/of

(b) bestellings inwag, daarom vra of werf kan behoorlik gelisensieerde handelaars en/of ander persone vir die veruwing van motorvoertuigenjins en/of vir die herstel, versob en halfsool van buitebande, en wat bo en behalwe dit geld mag invorder namens die inrigting.

2. KLOUSULE 5.—BETALING VAN VERDIENSTE.

Deur "die Motor Industry Coloured Workers' Union" na "Suid-Afrika" in paragraaf (g) van subklousule (5) van hierdie klousule by te voeg.

3. KLOUSULE 12.—LEDEGELD VIR THE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, THE MOTOR INDUSTRY STAFF ASSOCIATION EN THE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION.

Deur—

(1) in die opskrif "THE MOTOR INDUSTRY COLOURED WORKERS' UNION" na "SUID-AFRIKA" in te voeg;

(2) in subklousule (1) "The Motor Industry Coloured Workers' Union" na die woord "Suid-Afrika" in te voeg;

(3) in subklousule (3) "The Motor Industry Coloured Workers' Union" na die woord "Suid-Afrika" in te voeg.

4. KLOUSULE 13.—VAKVERENIGINGARBEID.

Deur subklousule (1) van die klousule te skrap en dit te vervang deur die volgende gewysigde subklousule:—

"(1) Behoudens andersluidende bepalinge in hierdie Ooreenkoms—

(a) mag geen lid van enige van die vakverenigings werk by 'n werkgever aanneem wat nie lid is van enige van die werkgeversorganisasies nie;

(b) mag geen lid van die werkgeversorganisasie—

(i) enige werknemer uitgesonderd 'n kantoor-, voorraad-, verkoops- en klerklike werknemer in diens hê, wat nie 'n lid van enige van die vakverenigings is nie;

(ii) 'n kantoor-, voorraad-, verkoops- en klerklike werknemer wat nie lid van enige van die vakverenigings is nie, vir langer as een maand in diens hê nie.

removes and/or replaces—

water hoses, radiators, radiator plugs, cabs, bodies, bumpers, mudguards, doors, inner door handles, manual window winders, bonnets, valences, shells, gravel pans, grilles, running boards, body mouldings, window frames, seats, lamps, inside panels, exterior panels and fittings unless welded on, seat covers, floor covers and floor boards, engine mud trays, detachable flywheel covers and handrail brackets;

removes but does not replace—

sumps, rear coil springs and front coil springs of wishbone type, front and rear leaf springs, brake drums, complete front and rear axle assemblies, gear boxes, front wheel suspensions, steering, complete engines after electrical connections have been disconnected, exhaust lines, manifolds, generators, starters, fuel and oil pumps, distributors, carburettors, valve covers, sump studs, external oil lines, oil filters (external), water pumps and cylinder heads from side valve engines;

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

[NOTE.—The employment of repair shop assistants is subject to the provisions of clause 28 (1) (d) of this Agreement.]

(3) In the definition "Journeyman"—

(a) the addition in paragraph (b) of "or the Motor Industry Coloured Workers' Union" after the words "South Africa";

(b) the deletion of paragraph (c) and the substitution therefor of the following paragraph:

"(c) is in possession of a certificate issued to him in terms of the Training of Artisans Act, 1951."

(4) The amendment of the definition "Traveller" to read as follows:—

"Traveller" means an employee who, as the travelling representative of an establishment, on behalf of such establishment, is wholly or mainly engaged in—

(a) 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/or

(b) inviting, canvassing or soliciting orders from duly licensed traders and/or other persons for the reconditioning of motor vehicle engines and/or for the repair, retreading and recapping of tyres;

and who may in addition collect money on behalf of such establishment.

2. CLAUSE 5.—PAYMENT OF EARNINGS.

By, in paragraph (g) of sub-clause (5) of this clause, the insertion of "the Motor Industry Coloured Workers' Union" after "South Africa".

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

By, in this clause—

(1) in the heading, the insertion of "THE MOTOR INDUSTRY COLOURED WORKERS' UNION" after "SOUTH AFRICA";

(2) in sub-clause (1), the insertion of "the Motor Industry Coloured Workers' Union" after the words "South Africa";

(3) in sub-clause (3), after the words "South Africa", the insertion of "the Motor Industry Coloured Workers' Union".

4. CLAUSE 13.—TRADE UNION LABOUR.

By the deletion of sub-clause (1) of this clause, and the substitution therefor of the following amended sub-clause:—

"(1) Save as is otherwise provided in this Agreement—

(a) no member of any of the trade unions shall accept employment with any employer who is not a member of any of the employers' organisations;

(b) no member of any of the employers' organisations shall employ—

(i) any employee other than an office, stores, sales and clerical employee who is not a member of any of the trade unions;

(ii) for longer than one month any office, stores, sales and clerical employee who is not a member of any of the trade unions."

5. KLOUSULE 14.—JAARLIKSE VERLOF.

Deur subklousules (1) tot (10) van dié klousule te skrap en dit deur die volgende te vervang:—

OPMERKING.—Hierdie klousule is onderverdeel in vier artikels, soos volg:—

Artikel A wat handel oor jaarlikse verlof en wat onder andere kwessies soos die volgende vasstel: Wie geregtig sal wees op jaarlikse verlof, die tydperk van jaarlikse verlof wat aan werknemers toegestaan moet word, wanneer verlof verskuldig is, die berekening van verlobbetaling, ens.;

Artikel B wat bepalinge behels wat in verband staan met betaling vir opgehoopte verlof;

Artikel C wat bepalinge behels wat in verband staan met bykomende vakansiebetaling; en

Artikel D wat bepalinge behels vir die administrasie van 'n "reserwe vir onvoorsiene uitgawes."

Artikel A.—Jaarlikse verlof.

(1) Jaarlikse verlof met volle betaling moet aan vakleerlinge en alle werknemers toegestaan word vir wie daar lene of besoldiging in hierdie Ooreenkoms voorgeskryf word en wat by dieselfde werkgever die tydperke van aaneenlopende diens genoem in die Bylae by hierdie subklousule, voltooi het, vanaf die datum van indiensname of vanaf die datum waarop die vorige jaarlikse verlof verskuldig was, naamlik die jongste datum.

Bylae.

(a) Werknemers wat weekliks betaal word, uitgesonderd wagte en arbeiders en dienstoeshouers wat by 'n parkeer-garage in diens is uitsluitlik in pligte wat in verband staan met nagparkeerdienste—

(i) wat gewoonlik 'n 5½-daagse week werk: 305 skofte met uitsondering van oortyd;

(ii) wat gewoonlik 'n 5-daagse week werk: 253 skofte met uitsondering van oortyd.

(b) (i) Wagte, arbeiders en dienstoeshouers wat by 'n parkeer-garage in diens is uitsluitlik in pligte wat in verband staan met nagparkeerdienste, en

(ii) werknemers wat maandeliks betaal word: 12 maande.

(2) Vir die toepassing van dié klousule, word die uitdrukking "skofte", behoudens die bepalinge van subklousule (1) (b) van artikel B van hierdie klousule, geag die volgende in te sluit—

(a) skofte wat van korter duur is as dié wat kragtens hierdie Ooreenkoms toegelaat word, omdat—

(i) die werknemer laat by sy werkplek aangekom het, maar hoogstens 'n halfuur laat was, of

(ii) daar korttyd gewerk is, of

(iii) sodanige korter skofte met die toestemming van die werkgever gewerk is;

(b) skofte wat die werknemer normaalweg sou gewerk het, maar nie gewerk het nie, gedurende 'n tydperk wat hy—

(i) afwesig was met verlof, ingevolge die bepalinge van subklousule (1) van hierdie artikel,

(ii) verplig word om opleiding te ondergaan, ingevolge die bepalinge van die Verdedigingswet, 1957 (Wet No. 44 van 1957), vir 'n maksimum tydperk van hoogstens 3 weke per jaar,

(iii) afwesig was van werk op bevel of op versoek van sy werkgever,

(iv) afwesig was van werk weens siekte of ongeluk wat altesaam 'n tydperk van hoogstens 30 dae in enige jaar bedra.

(3) Vir die toepassing van hierdie klousule word die uitdrukking "diens", behoudens die bepalinge van subklousule (1) (b) van artikel B van dié klousule, geag enige van die skofte en tydperke wat in paragrafe (a) en (b) van subklousule (2) van dié artikel opgenoem is, in te sluit.

(4) Die jaarlikse verloftydperk wat toegestaan moet word aan alle werknemers wat die vereiste tydperke gewerk het wat in subklousule (1) van dié artikel gespesifiseer is, is 3 agtereenvolgende weke wat 4 naweke insluit in die geval van werknemers wie se verlof oor 'n naweek 'n aanvang neem, en 3

5. CLAUSE 14.—ANNUAL LEAVE.

By the deletion of sub-clauses (1) to (10) of this clause and the substitution thereof of the following:—

NOTE.—This clause is subdivided into four sections as follows:—

Section A which deals with annual leave and determines *inter alia*, such matters as who shall be entitled to annual leave, the period of annual leave to be granted to employees, when leave shall become due, the calculation of leave pay, etc;

Section B which contains provisions relating to accrued leave pay;

Section C containing provisions relating to additional holiday pay; and

Section D which contains provisions for the administration of a "contingency reserve".

Section A.—Annual Leave.

(1) Annual leave on full pay shall be granted to apprentices and all employees for whom wages or remuneration are prescribed in this Agreement, and who have completed with the same employer since the date of engagement or from the date on which the previous annual leave fell due (whichever is the later), the periods of continuous employment set out in the Schedule to this sub-clause.

Schedule.

(a) Weekly paid employees, other than watchmen and labourers and service attendants employed at a parking garage exclusively on the duties connected with night parking services—

(i) normally working a 5½-day week: 305 shifts excluding overtime;

(ii) normally working a 5-day week: 253 shifts excluding overtime.

(b) (i) Watchmen, labourers and service attendants employed at a parking garage exclusively on the duties connected with night parking services; and

(ii) monthly paid employees: 12 months.

(2) For the purpose of this clause the expression "shifts" shall, subject to the provisions of sub-clause (1) (b) of section B of this clause, be deemed to include—

(a) shifts which are of shorter duration than those permitted in terms of this Agreement, because—

(i) the employee arrived late at his place of work, but such lateness did not exceed half an hour; or

(ii) short-time was worked; or

(iii) such shorter shifts were worked with the permission of the employer;

(b) shifts which the employee concerned normally would have worked but did not work during any period he was—

(i) absent on leave in terms of sub-clause (1) of this section;

(ii) required to undergo training in terms of the Defence Act, 1957 (Act No. 44 of 1957), to the extent of a maximum period of three weeks per year;

(iii) absent from work on the instruction or at the request of his employer,

(iv) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any year.

(3) For the purpose of this clause the expression "employment" shall, subject to the provisions of sub-clause (1) (b) of Section B of this clause, be deemed to include any of the shifts and periods enumerated in paragraphs (a) and (b) of sub-clause (2) of this Section.

(4) The period of annual leave which shall be granted to all employees who have worked the qualifying periods specified in sub-clause (1) of this section shall be three consecutive weeks which shall include four week-ends in the case of employees

naweke in alle ander gevalle; met dien verstande dat, in Gebiede NC, NL en OFS, onderstaande klasse werknemers geregtig is op, en 2 agtereenvolgende weke verlof toegestaan moet word wat 3 naweke insluit in die geval van werknemers wie se verlof oor 'n naweek 'n aanvang neem, en 2 naweke in alle ander gevalle—

uitsnyers, snyers gedurende hulle eerste 18 maande ondervinding, vroulike arbeiders, werkmante graad C, E, F, G, K, M, soommasjiniste, vulkaniseerder se werkmante, arbeiders, jeugdige arbeiders, dienstoestighouers en wagte.

(5) Jaarlikse verlof is verskuldig sodra 'n werknemer die kwalifiseertydperk voltooi het wat in subklousule (1) van dié artikel gespesifiseer is, maar dit kan geneem word voor of nadat dit verskuldig geword het, indien—

- (a) die werkgever se bedryf dit dringend vereis, of
- (b) die werkgever en die werknemer daaroor ooreenkom; met dien verstande dat—

- (i) jaarlikse verlof nie vroeër as 2 maande voor die datum waarop dit verskuldig word, geneem word nie, of nie verlaag word met meer as 2 maande na die datum waarop dit verskuldig word nie, sonder die voorafgaande goedkeuring van die betrokke Streeksraad, en
- (ii) 'n Streeksraad mag dit nie goedkeur dat jaarlikse verlof verlaag word vir meer as vier maande na die datum waarop dit verskuldig geword het nie, tensy die betrokke werknemer skriftelik daartoe toegestem het, in welke geval 'n Streeksraad dit mag goedkeur dat jaarlikse verlof verlaag word vir 'n maksimum tydperk van ses maande nadat dit verskuldig geword het.

(6) Behoudens subklousule (10) van dié artikel, moet betaling vir jaarlikse verlof bereken word teen die besoldigingskaal wat die werknemer ontvang of geregtig is om te ontvang (naamlik die grootste bedrag), op die datum waarop sy jaarlikse verlof 'n aanvang neem, en die werkgever moet dit aan hom betaal op die laaste werkdag voor die aanvang van sy verlof.

(7) Indien enige van die betaalde openbare vakansiedae wat in klousule 15 (1) van dié hoofstuk van die Ooreenkoms genoem word, of in die geval van vervaardigingsinrigtings, wat in klousule 7 (1) van hoofstuk 3 van die Ooreenkoms genoem is, op 'n werkdag binne die verloftydperk van 'n werknemer val, moet een werkdag met volle betaling by genoemde verloftydperk getel word ten opsigte van elke sodanige betaalde openbare vakansiedag.

(8) Jaarlikse verlof mag nie saamval met enige diensopseggings-tyd van 'n werknemer nie, en tensy die werknemer skriftelik daarom versoek, mag jaarlikse verlof nie saamval met enige tydperk waarin 'n werknemer militêre opleiding kragtens die Verdedigingswet van 1957 ondergaan nie.

(9) Geen werknemer mag werk verrig in sy normale beroep gedurende sy verloftydperk nie, en geen werkgever mag van enige werknemer vereis of hom wilens en wetens toelaat om in die Bedryf gedurende sy verloftydperk te werk nie.

(10) (a) Vir die toepassing van dié klousule beteken "besoldiging" in die geval van—

- (i) vakmante en gereedskapstellers, die loon wat voorgeskryf word in Bylae (A) tot klousule 25, soos dit van tyd tot tyd gewysig is, behoudens klousule 20 (1), of die werklike loon (naamlik dié grootste bedrag);
- (ii) kantoor-, stoor-, verkoops- en klerklike werknemers, die loon voorgeskryf in kolom (c) in Bylae (E) tot klousule 25, of die werklike loon (naamlik dié grootste bedrag);
- (iii) arbeiders, die loon voorgeskryf in kolom (c) van Bylae (B) tot klousule 25 van hoofstuk 1, klousule 6 van deel 2 van hoofstuk 2 en klousule 9 van hoofstuk 3, of dié werklike loon (naamlik dié grootste bedrag);
- (iv) alle ander werknemers, die loon voorgeskryf in hierdie Ooreenkoms of dié werklike loon (naamlik dié grootste bedrag) en lewenskostetoelae;

en in die geval van alle werknemers, enige bonus wat deel uitmaak van die normale weeklikse of maandelikse verdienste.

(b) Om die werknemer se "besoldigingskaal" vas te stel vir die toepassing van subklousule (6) van dié artikel en subklousule (1) van artikel B van dié klousule, is 'n bonus wat deel vorm van die normale weeklikse of maandelikse verdienste, dié gemiddelde weeklikse bedrag van sodanige bonus wat ontvang is en/of wat opgeloop het gedurende die tydperk van 13 weke wat die aanvang van die werknemer se jaarlikse verlof onmiddellik voorafgegaan het.

(11) Behalwe soos elders in hierdie Ooreenkoms bepaal, mag geen bedrae afgetrek word van verlofbetaling as aftrekkings vir geld wat aan die werkgever verskuldig mag wees nie.

(12) By die diensbeëindiging van 'n werknemer wat geregtig geword het op jaarlikse verlof kragtens subklousule (1) van dié artikel, maar aan wie sy verlof nog nie toegestaan is of wat nog nie sy verlof geneem het nie, moet die werkgever op die datum van sodanige beëindiging hom 'n bedrag betaal as verlofbetaling wat bereken is in ooreenstemming met die bepaling van subklousule (1) van artikel B van dié klousule.

proceeding on leave as from a week-end, and three week-ends in all other cases; provided that in Regions NC, NL and OFS the undermentioned classes of employees shall be entitled to and granted two consecutive weeks' leave which 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:—

Choppers out, cutters during their first 18 months of experience, female labourers, operatives grades C, E, F, G, K, M, seaming machinists, vulcanisers' operatives, labourers, juvenile labourers, service attendants and watchmen.

(5) Annual leave shall become due immediately an employee has completed the qualifying period specified in sub-clause (1) of this section, but it may be taken before or after it becomes due if—

- (a) the exigencies of the employer's business so require, or
- (b) the employer and the employee so agree;

provided that—

- (i) annual leave shall not be taken more than two months before due date, or delayed for more than two months after due date without the prior approval of the Regional Council concerned, and
- (ii) a Regional Council shall not approve of annual leave being delayed for more than four months after due date, unless the employee concerned has agreed thereto in writing, in which event a Regional Council may approve of annual leave being delayed for a maximum period of six months after it becomes due.

(6) Subject to sub-clause (10) of this section, pay for annual leave shall be calculated at the rate of remuneration which the employee is receiving or is entitled to receive (whichever is the greater), at the date on which he proceeds on his annual leave and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(7) If any one of the paid public holidays referred to in clause 15 (1) of this Chapter of the Agreement or in the case of manufacturing establishments, referred to in clause 7 (1) of Chapter 3 of the Agreement, falls on a working day within the period of leave of an employee, one working day on full pay shall be added to the said period of leave in respect of each such paid public holiday.

(8) Annual leave shall not be concurrent with any period during which the employee is under notice of termination of employment, and unless the employee so requests in writing, annual leave shall not be concurrent with any period during which an employee is undergoing military training in terms of the Defence Act, 1957.

(9) 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.

(10) (a) For the purpose of this clause "remuneration" shall mean, in the case of—

- (i) journeymen and toolsetters, the wage prescribed in Schedule (A) to clause 25, as adjusted from time to time in terms of clause 20 (1), or actual wage (whichever is the greater);
- (ii) office, stores, sales and clerical employees, the wage prescribed in columns (c) in Schedule (E) to clause 25 or actual wage (whichever is the greater);
- (iii) labourers, the wage prescribed in columns (c) of Schedule (B) to clause 25 of Chapter 1, clause 6 of Part 2 of Chapter 2 and clause 9 of Chapter 3, or actual wage (whichever is the greater);
- (iv) all other employees, the wage prescribed in this Agreement or actual wage (whichever is the greater) and cost-of-living allowance;

and in the case of all employees, any bonus which forms part of the normal weekly or monthly earnings.

(b) In order to determine an employee's "rate of remuneration" for purposes of sub-clause (6) of this section and sub-clause (1) of section B of this clause, bonus which forms part of the normal weekly or monthly earnings shall be the average weekly amount of such bonus received and/or accrued during the period of 13 weeks immediately preceding the commencement of the employee's annual leave.

(11) 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.

(12) On the termination of the services of an employee who has qualified for annual leave in terms of sub-clause (1) of this section, 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 (1) of section B of this clause.

Artikel B.—Opgehoopte verlofbetaling.

(1) (a) Behoudens die bepaling van paragraaf (b) van hierdie subklousule en subklousule (3) van dié artikel, is 'n werknemer wat ontslaan is uit sy diens, of wat sy diens verlaat voordat hy geregtig geword het op jaarlikse verlof kragtens subklousule (1) van artikel A, geregtig op betaling vir opgehoopte verlof bereken ooreenkomstig die volgende formules:—

(i) 'n Werknemer wat geregtig is op 2 weke verlof met betaling per jaar, $\frac{2}{52} \times Y \times W$; en

(ii) 'n werknemer wat geregtig is op 3 weke verlof met betaling per jaar, $\frac{3}{52} \times Y \times W$,

waar Y = een week se besoldiging teen die besoldigingskaal wat die werknemer ontvang of geregtig is om te ontvang (naamlik die grootste bedrag) ten tyde van sy diensbeëindiging, en waar

W = (i) in die geval van 'n werknemer wat maandeliks betaal word—die getal weke waarin die werknemer elk 5 dae gewerk het van die datum waarop die diens 'n aanvang geneem het by die werkgever, of vanaf die datum waarop sy vorige jaarlikse verlof verskuldig geword het, naamlik die jongste datum,

W = (ii) in die geval van 'n werknemer wat weekliks betaal word—die getal weke waarin 'n werknemer minstens 5 skofte gewerk het in 'n bedryfsinrigting waar daar 'n 5-daagse week gewerk word, en 6 skofte in 'n bedryfsinrigting waar daar 'n 5½-daagse week gewerk word, vanaf die datum waarop die diens 'n aanvang geneem het by die werkgever, of van die datum waarop sy vorige jaarlikse verlof verskuldig geword het, naamlik die jongste datum.

(b) 'n Werknemer wat na die afloop van sy jaarlikse verlof sy diens beëindig deur te dros, is nie geregtig op verlofbetaling wat hom andersins sou toegeval het ten opsigte van sodanige tydperk van verlof nie.

(2) (a) In die geval van alle werknemers, uitgesonderd vakmanne, moet die betaling vir opgehoopte verlof wat in subklousule (1) van dié artikel genoem word, regstreeks aan die werknemer by diensbeëindiging betaal word.

(b) In die geval van vakmanne moet betaling vir verlof wat opgehoop het nie aan 'n werknemer oorhandig word of deur hom in kontant aanvaar word nie, maar moet die werkgever dit by diensbeëindiging onmiddellik by die Sekretaris van die Streeksraad in wie se jurisdiksiegebied hy werksaam is, inbetaal word.

(c) 'n Werkgever moet, wanneer hy betaling doen, ingevolge paragraaf (b) van dié subklousule, 'n bewysstuk vir verlofbetaling in viervoud invul in die vorm voorgeskryf in Bylae "C" tot hierdie Ooreenkoms, een kopie in sy besit hou, een kopie stuur aan die Sekretaris vir die Streeksraad vir die gebied waarin hy besigheid doen, en die twee oorblywende kopieë aan die betrokke vakman oorhandig, wat onmiddellik een kopie moet onderteken en dit aan die Sekretaris van die Streeksraad stuur, en die ander kopie behou vir die toepassing van paragrafe (d) en (e) van dié subklousule.

(d) Sodanige vakman as waf in paragraaf (c) van hierdie subklousule genoem is, moet by indienstreding by 'n ander werkgever, 'n kopie van die bewysstuk vir verlofbetaling waarna verwys word in genoemde paragraaf, by die werkgever indien, en sodanige vakman se verlof sal verskuldig wees wanneer hy 'n getal skofte gewerk het of 'n tydperk van diens wat op die bewysstuk vir verlofbetaling aangedui word en wat gelyk is aan die getal skofte of tydperk wat hom in aanmerking laat kom vir verlof soos voorgeskryf in die Bylae tot subklousule (1) van artikel A.

(e) Wanneer sodanige vakman se verlof verskuldig is en toegestaan word, of waar die vakman se diens beëindig word voordat dit toegestaan is—

(i) moet sy werkgever hom op daardie tydperk die bedrag vir verlofbetaling betaal [bereken behoudens subklousule (1) van dié artikel] wat deur genoemde werkgever aan hom verskuldig is;

(ii) moet die werknemer een week vooraf by die betrokke Streeksraad aansoek doen om die bedrag wat aan sodanige Streeksraad betaal is, ingevolge paragraaf (b) van dié subklousule, en wanneer hy aldus aansoek doen, moet hy sy ondertekende kopie van die bewysstuk vir verlofbetaling wat in paragraaf (c) van hierdie subklousule genoem is, by die Streeksraad indien.

(3) As 'n werknemer sy diens verlaat, verbeur hy ten opsigte van hierdie diens 'n bedrag aan verlofbetaling wat ingevolge subklousule (1) van dié artikel opgehoop het, in dié mate waarin dit nodig is ten einde aan die bepaling van klousule 36 (2) en (3) van hierdie Ooreenkoms te voldoen, en soveel van die bedrag wat ingevolge paragraaf (b) van subklousule (2) (b) van hierdie artikel aan 'n Streeksraad betaal is, as wat nodig is om die verbeuring te dek, moet deur sodanige Streeksraad aan die betrokke werkgever terugbetaal word; met dien verstande dat aansoek om terugbetaling deur die werkgever by die Streeksraad binne veertien dae na 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 (1) van dié Artikel opgehoop het, betaalbaar aan sy boedel of aan homself, na gelang van die geval.

Section B.—Accrued Leave Pay.

(1) (a) Subject to the provisions of paragraph (b) of this sub-clause and sub-clause (3) of this section, an employee who is discharged from, or who leaves his employment before he has qualified for annual leave in terms of sub-clause (1) of section A, shall be entitled to accrued leave pay calculated in accordance with the following formulae:—

(i) An employee who is entitled to 2 weeks' paid leave per annum $\frac{2}{52} \times Y \times W$; and

(ii) an employee who is entitled to 3 weeks' paid leave per annum $\frac{3}{52} \times Y \times W$,

where Y = one week's remuneration at the rate of remuneration the employee is receiving or entitled to receive (whichever is the greater) at the time his employment terminates, and

W = (i) in the case of a monthly paid employee—the number of weeks in each of which the employee worked at least 5 days from the date of commencing work with the employer, or from the date on which his last annual leave became due, whichever is the later,

W = (ii) in the case of a weekly paid employee—the number of weeks in each of which an employee worked at least 5 shifts in a 5-day week establishment, and 6 shifts in a 5½-day week establishment from the date of commencing work with the employer, or from the date on which his last annual leave became due, whichever is the later.

(b) An employee who, after the expiration of his annual leave terminates his employment by desertion, shall not be entitled to leave pay which would otherwise have accrued to him in respect of such period of leave.

(2) (a) In the case of all employees other than journeymen the accrued leave pay referred to in sub-clause (1) of this section shall be paid direct to the employee on termination of service.

(b) In the case of journeymen accrued leave pay shall not be handed to or be taken by the employee in cash, but shall immediately on termination of service be remitted by the employer to the Secretary of the Regional Council within whose area of jurisdiction he operates.

(c) An employer when making payment in terms of paragraph (b) of this sub-clause shall complete in quadruplicate a leave pay voucher in the form prescribed in Annexure "C" to this Agreement, shall retain one copy in his possession, forward one copy to the Secretary of the Regional Council within whose area he operates, and hand the remaining 2 copies to the journeyman concerned, who shall forthwith sign and forward one copy to the Secretary of the Regional Council and retain the other copy for purposes of paragraphs (d) and (e) of this sub-clause.

(d) A journeyman such as referred to in paragraph (c) of this sub-clause, shall on entering the service of another employer, produce to the employer a copy of the leave pay voucher referred to in the said paragraph, and such journeyman's leave shall become due when he shall have worked a number of shifts or for a period which, together with the number of shifts or period of employment shown on the leave pay voucher, is equal to the qualifying number of shifts or period as prescribed in the schedule to sub-clause (1) of section A.

(e) When such journeyman's leave is due and granted, or where before it is granted, the journeyman's services are terminated—

(i) his employer shall at that time pay to him the amount of leave pay due to him by the said employer, calculated in terms of sub-clause (1) of this section;

(ii) the employee shall apply to the Regional Council concerned one week in advance for the amount paid to such Regional Council in terms of paragraph (b) of this sub-clause, and when so applying, shall produce to the Regional Council his signed copy of the leave pay voucher referred to in paragraph (c) of this sub-clause.

(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 (1) of this section to the extent to which it may be necessary in order to give effect to the provisions of sub-clauses 36 (2) and (3) of this Agreement, and as much of the amount paid to a Regional Council in terms of paragraph (b) of sub-clause (2) (b) of this section 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 14 days of the date 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 to him in terms of sub-clause (1) of this section shall be payable to his estate or to himself, as the case may be.

(5) Alle bedrae wat ontvang is ten opsigte van verlofbetaling moet op 'n spesiale rekening geplaas word wat deur die Streeksrade beheer word.

(6) Betaling vir opgehoopte verlof wat vir 'n vakman gehou word, moet aan hom betaal word—

(a) as hy die Nywerheid verlaat, binne 52 weke bereken vanaf die datum waarop die verlofbetaling begin het om op te loop;

(b) in ander gevalle as dié wat in die voorafgaande paragraaf (a) genoem is, wanneer hy in aanmerking kom vir jaarlikse verlof;

of vroeër, volgens die oordeel van die betrokke streeksraad.

Artikel C—Bykomende vakansiebetaling.

(1) Elke werkgewer moet aan elke vakman wat deur hom in diens geneem is 'n addisionele bedrag van R1.50 vir vakansiebetaling betaal ten opsigte van elke week diens.

(2) In die geval van dienslydperke van minder as een week, is die bykomende vakansiebetaling—

(a) in die geval van 'n vakman wat gewoonlik 'n 5-daagse week werk, 30 sent; en

(b) in die geval van 'n vakman wat gewoonlik 'n 5½-daagse week werk, 25 sent

ten opsigte van elke dag diens.

(3) (a) Die werkgewer moet die bedrae wat ingevolge subklousules (1) en (2) van hierdie Artikel betaalbaar is, maandeliks by die Sekretaris van die Streeksraad in wie sy jurisdiksiegebied sy bedryfsinrigting geleë is, inbetaal op of voor die tiende dag van die maand wat volg op dié ten opsigte waarvan die bedrae betaal word, onder dekking van en tesame met die besonderhede in die vorm wat in Bylae B tot hierdie ooreenkoms voorgeskryf word.

(b) Alle bedrae wat ten opsigte van bykomende vakansiebetaling ontvang word, moet geplaas word op 'n spesiale rekening wat deur die Streeksrade beheer word.

(4) Die bykomende vakansiebetaling waarvoor voorsiening in hierdie klousule gemaak word, is betaalbaar aan vakmanne wanneer hulle met hulle jaarlikse verlof vertrek, en aansoek daarom moet by die betrokke Streekssektretaris ingedien word minstens een week voordat 'n vakman se verlof moet begin.

(5) Geen bedrae mag van bykomende vakansiebetaling afgetrek word ten opsigte van enige geld wat aan die werkgewer verskuldig mag wees nie.

(6) Die bepalinge van subklousules (4) en (6) van Artikel B van hierdie klousule is *mutatis mutandis* van toepassing ten opsigte van geld wat ontvang is ingevolge subklousule (3) van hierdie artikel.

Artikel D.—Reserwe vir onvoorsiene uitgawes.

(1) Verlofbetaling en bykomende vakansiebetaling wat in die besit van die Streeksrade is en wat na verloop van drie jaar van die ontvangsdatum nog nie opgeëis is nie, moet in 'n reserwe vir onvoorsiene uitgawes gestort word (hieronder die "Reserwe" genoem) wat gebruik moet word tot voordeel van die werknemers in die Nywerheid soos die Raad of sy Uitvoerende Komitee mag bepaal; met dien verstande dat enige sodanige verlofbetaling of bykomende vakansiebetaling (of 'n deel daarvan) wat die Uitvoerende Komitee van die Raad mag beskôu meer te wees as wat vereis word om die Reserwe te finansier, aan die Raad verbeur moet word.

(2) Die Reserwe word deur die Streeksrade geadministreer ooreenkomstig beginsels wat deur die Raad of sy Uitvoerende Komitee omskrywe is vir die leiding van Streeksrade, en 'n kopie van die memorandum wat sodanige beginsels en besonderhede van enige wysigings daarvan bevat, moet by die Sekretaris van Arbeid ingedien word.

(3) In die geval van die ontbinding van die Raad, moet enige geld wat ten tyde van sodanige ontbinding in die krediet staan van die Reserwe, geag word deel uit te maak van die Raad se kontantbates en dienooreenkomstig behandel word.

(4) Behoudens die bepalinge van subklousule (3) van hierdie artikel, in geval van die verstryking van die Ooreenkoms deur verloop van tyd of beëindiging om enige ander rede, duur die administrasie van die Reserwe voort ingevolge subklousule (2) van dié artikel; met dien verstande dat, indien daar nie oor 'n ander Ooreenkoms vir die Nywerheid onderhandel word binne 'n tydperk van twee jaar na verstryking of sodanige beëindiging nie, enige gelde wat in die krediet van die Reserwe staan, aan die Raad verbeur word.

(5) Die koste verbonde aan die administrasie van die spesiale rekeninge wat in artikels B en C van hierdie klousule genoem word, en die reserwe vir onvoorsiene uitgawes, moet deur Streeksrade gedra word, wat na goeëdunke enige van die beskikbare fondse kan belê in 'n goedgekeurde bank en/of bouvereniging, en die Raad moet enige rente wat met sodanige belegging oploop, behou om die koste verbonde aan die administrasie van die voorgenoemde spesiale rekeninge en van die Reserwe te bestry.

(5) All amounts received in respect of leave pay, shall be placed in a special account operated by Regional Councils.

(6) Accrued leave pay held on behalf of a journeyman shall be paid to him—

(a) if he leaves the Industry, on the expiry of 52 weeks calculated from the date on which the leave pay commenced to accrue;

(b) in cases other than that referred to in paragraph (a) preceding, when he qualifies for annual leave,

or earlier at the discretion of the Regional Council concerned.

Section C.—Additional Holiday Pay.

(1) There shall be payable by every employer in respect of every journeyman employed by him and in respect of each week of employment, additional holiday pay of R1.50.

(2) In the case of periods of employment of less than one week, the additional holiday pay payable shall be—

(a) in the case of a journeyman who normally works a 5-day week, 30 cents; and

(b) in the case of a journeyman who normally works a 5½-day week, 25 cents

in respect of each day of employment.

(3) (a) The amounts payable in terms of sub-clauses (1) and (2) of this section shall be remitted by the employer monthly, but not later than the 10th day of the month following that to which such amounts refer, to the Secretary of the Regional Council in whose area of jurisdiction his establishment is situated, under cover of and together with particulars in the form prescribed in Annexure B to this Agreement.

(b) All amounts received in respect of additional holiday pay shall be placed in a special account operated by Regional Councils.

(4) The additional holiday pay provided for in this clause shall be payable to journeyman when they proceed on annual leave and application therefor shall be lodged with the Regional Secretary concerned at least one week before a journeyman's leave is due to commence.

(5) No deductions from additional holiday pay shall be made as a set-off against any moneys which may be owing to the employer.

(6) The provisions of sub-clauses (4) and (6) of Section B of this clause shall apply *mutatis mutandis* in respect of moneys received in terms of sub-clause (3) of this section.

Section D.—Contingency Reserve.

(1) Leave pay and additional holiday pay in the possession of Regional Councils and unclaimed after the expiry of three years from the date of receipt shall be paid to a Contingency Reserve (hereinafter referred to as "the Reserve") which shall be utilised for the benefit of employees in the Industry as the Council or its Executive Committee may determine; provided that any such leave pay or additional holiday pay (or portion thereof) as the Council's Executive Committee may regard as being in excess of what is required to finance the Reserve, shall be forfeited to the Council.

(2) The Reserve shall be administered by Regional Councils in accordance with principles formulated by the Council or its Executive Committee for the guidance of Regional Councils, and a copy of the memorandum containing such principles and particulars of any amendments thereto, shall be lodged with the Secretary of Labour.

(3) In the event of the dissolution of the Council, any moneys standing to the credit of the Reserve shall at the time of such dissolution be deemed to constitute a portion of the Council's cash assets and shall be dealt with accordingly.

(4) Subject to the provisions of sub-clause (3) of this section, in the event of the expiry of the Agreement by effluxion of time or cessation for any other cause, the Reserve shall continue to be administered in terms of sub-clause (2) of this section; provided that if another Agreement is not negotiated for the Industry within a period of two years after such expiry or cessation, any moneys standing to the credit of the Reserve shall be forfeited to the Council.

(5) The cost of administering the special accounts referred to in sections B and C of this clause and the Contingency Reserve, 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 to defray the costs of administration of the aforesaid special accounts and of the Reserve.

6. KLOUSULE 17.—BESIGHEIDSURE.

Deur subklousules (1) en (2) van dié klousule te skrap en deur die volgende te vervang:—

- (1) Behoudens die bepalings van klousule 31 mag geen werk-gewer 'n bedryfsinrigting of dié deel daarvan waarin die werksaamhede beoefen word wat in paragrawe (a), (b) en (d) van die woordomskeywing van "motornywerheid" gespesifiseer word, oopmaak of oophou, of toelaat om oop te wees nie—
 - (a) vroeër as 6 vm. of later as 6 nm. van Maandae tot en met Vrydae;
 - (b) vroeër as 6 vm. of later as 12-uur middag op Saterdag;
 - (c) op enige Sondag;
- ook mag hy nie, behalwe in noodgevalle, enige van genoemde werksaamhede beoefen of toelaat om beoefen te word nie, gedurende die verbode tydperke wat in hierdie subklousule geskep is.

- (2) Geen werk-gewer mag enige motorverkoops- en/of vertoon-kamer, onderdelewinkel of motorslooplek of kantoor wat aan enige hiervan verbonde is, oopmaak, oophou, of toelaat om oop te wees nie, en geen werk-gewer of werknemer mag in of op of van enige motorverkoops- of -vertoon-kamer, onderdelewinkel of motorslooplek of kantoor wat aan enige hiervan verbonde is, enige goedere of ware verkoop of lewer nie, behalwe vir gebruik in die werk-gewer se werkswinkel—

- (a) op enige Sondag of openbare vakansiedag;
- (b) vroeër as 8 vm. op enige dag;
- (c) later as 6 nm. op Maandae tot en met Vrydae;
- (d) later as 1 nm. op Saterdag;

met dien verstande dat hierdie subklousule nie geag mag word om die verkoop te verhoed nie by 'n vul- en/of diensstasie of by enige bedryfsinrigting wat by wet vereis word om kragtens 'n motorhawelensie bestuur te word, van brandstof, olie, buitebande, binnebande of sodanige bybehore of onderdele wat vereis word in die geval van 'n noodgeval of onklaarraking om defekte toerusting te vervang wat nodig is om 'n motoris in staat te stel om sy reis te hervat.

OPMERKING.—Ingevolge die Licenties Konsolidasiewet (Wet No. 32 van 1925, artikel vyftien)—

- (i) elke persoon wat handel dryf of sake doen in verband met die herstel, ontvangs, stalling of berging van motors, motorfiets of ander meganiese aangedrewe motorvoertuie vir betaling of vergoeding, moet 'n motorhawelensie besit benewens enige lisensie wat die lisensiehouer as 'n algemene handelaar voor aanspreeklik is.
- (ii) Die houer van sodanige lisensie is geregtig om daar-kragtens brandstof, olie, buitebande en ander motor-bybehore te verkoop, motors, motorfiets of ander self-aangedrewe voertuie uitgesonderd.

7. KLOUSULE 20.—LEWENSKOSTETOELAE.

(1) Deur die volgende paragraaf by subklousule (1) van hierdie klousule by te voeg:—

- (e) Die lone wat vir arbeiders voorgeskryf word in kolomme (c) van Bylae (B) tot klousule 25 van hierdie hoofstuk, en die bylaes tot klousules 6 en 9 onderskeidelik van hoofstukke 2 en 3, sluit enige lewenskostetoelae in wat betaalbaar is ooreenkomstig die bepalings van Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig; met dien verstande dat indien enige bedrag wat in kolomme (a) van daardie bylaes verskyn, plus lewenskostetoelae daarop bereken ingevolge Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, meer is as die ooreenstemmende voorgeskryfde minimum weekloon wat in kolomme (c) van daardie bylaes weergee word, laasgenoemde verhoog moet word met minstens sodanige verskil."

(2) Deur in subklousule (2) van hierdie klousule "arbeiders" in te voeg na die woord "vakman".

(3) Deur in subklousule (3) van hierdie klousule "arbeiders" na die woord "vakman" in te voeg waar die woord ook al voorkom.

8. KLOUSULE 23.—BUIWERK.

Deur die huidige bewoording van hierdie klousule te skrap en dit te vervang deur die volgende gewysigde bewoording:—

"Geen werknemer mag—

- (a) bestellings aanneem vir herstelwerk aan motorvoertuie of herstelwerk aan motorvoertuie doen nie, behalwe vir sy werk-gewer; met dien verstande dat hierdie paragraaf nie so uitgelê moet word dat dit 'n werknemer verbied om aan 'n motorvoertuig wat in sy eie naam geregistreer is, te werk nie;
- (b) op eie rekening of namens enige ander persoon of firma, uitgesonderd sy werk-gewer, handel in motorvoertuie of toebehore dryf nie."

9. KLOUSULE 25.—LONE.

(1) Deur Bylaes (C) en (D) tot hierdie klousule te skrap en te vervang deur die volgende bylaes in hulle plek:—

6. CLAUSE 17.—TRADING HOURS.

By the deletion of sub-clauses (1) and (2) of this clause and the substitution of the following:—

- (1) Subject to the provisions of clause 31, no employer shall open or keep open, 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 6.00 a.m. or later than 6.00 p.m. on Mondays to Fridays, both days inclusive;
- (b) earlier than 6.00 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 open, 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 employer or 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 the employer's workshop, any goods or merchandise—

- (a) on any Sunday or public holiday;
- (b) earlier than 8.00 a.m. on any day;
- (c) later than 6.00 p.m. on Mondays to Fridays, inclusive;
- (d) later than 1.00 p.m. on Saturdays;

provided that this sub-clause shall not be deemed to prevent the sale from a filling and/or service station or from any establishment which by law is required to operate under a motor garage licence, of petrol, oil, tyres, tubes or such accessories or parts as are required in the case of emergency or breakdown to replace defective equipment necessary to enable a motorist to resume his journey.

NOTE.—In terms of the Licences Consolidation Act (Act No. 32 of 1925, Item 15)—

- (i) a motor garage licence is required by every person who carries on the trade or business of repairing, receiving, stabling or storing motor cars, motor cycles or other mechanically propelled vehicles for payment or reward and shall be additional to any licence as a general dealer for which the licensee may be liable;
- (ii) the holder of such licence shall be entitled to sell thereunder petrol, oil, tyres and other motor accessories other than motor cars, motor cycles or other self propelled vehicles.]

7. CLAUSE 20.—COST OF LIVING ALLOWANCE.

(1) By, in sub-clause (1) of this clause, the addition of the following paragraph:—

- (e) The wages prescribed for labourers in columns (c) of Schedule (B) to clause 25 of this chapter, and in the Schedules to clauses six and nine of Chapters two and three respectively, include 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 if any amount in columns (a) of those Schedules plus cost of living allowance thereon calculated in terms of War Measure No. 43 of 1942 as amended from time to time, should exceed the corresponding prescribed minimum weekly wage reflected in columns (c) of those Schedules, the latter shall be increased by not less than such excess."

(2) By, in sub-clause (2) of this clause, the insertion of, "labourers" after the word "journeymen."

(3) By, in sub-clause (3) of this clause, the addition of, "labourers" after the word "journeymen" wherever that word appears.

8. CLAUSE 23.—OUT-WORK.

By the deletion of the present wording of this clause and the substitution thereof of the following amended wording:—

"No employee shall—

- (a) solicit or take orders for or undertake motor vehicle repair work, whether for gain or not, other than for his employer; provided that this paragraph shall not be construed to prohibit an employee from working on a motor vehicle registered in his own name;
- (b) engaged in trading in motor vehicles or accessories for gain or reward on his own account on or behalf of any person or firm other than his employer."

9. CLAUSE 25.—WAGES.

(1) By the deletion of Schedules (C) and (D) to this clause, and the substitution of the following Schedules in their place:—

LONE PER WEEK.

Klasse werknemers.	Streek waarin bedryfsinrigting geleë is.	Gebiede van streke in die vorige kolom gespesifiseer.								
		A.			B.			C.		
		(a)	(b)	(c) Mini- mum- week- loon.	(a)	(b)	(c) Mini- mum- week- loon.	(a)	(b)	(c) Mini- mum- week- loon.
(B) Arbeiders:—		R c	R c	R c	R c	R c	R c	R c	R c	R c
Gedurende eerste ses maande ondervinding.....	GR, NL, OVS, TVL.....	4 33½	2 07½	6 41	3 27½	1 67½	4 95	2 55	1 37½	3 92½
	OP.....	4 33½	2 07½	6 41	3 47	1 67½	5 14½	—	—	—
	NK.....	4 00	1 82½	5 82½	3 27½	1 67½	4 95	2 55	1 37½	3 92½
	WP.....	4 52½	2 22½	6 75	3 40	1 67½	5 07½	2 75	1 37½	4 12½
Daarna.....	GR, NL, OVS, TVL.....	5 00	2 36	7 36	3 85½	1 82½	5 68	3 00	1 51	4 51
	OP.....	5 00	2 36	7 36	4 00	1 90½	5 90½	—	—	—
	NK.....	5 00	2 36	7 36	4 17½	2 07½	6 25	3 28½	1 67½	4 96
	WP.....	5 00	2 36	7 36	3 70½	1 82½	5 53	3 00	1 50	4 50
(C) Jeugdige arbeiders, dienstoesig- houers en wagte:—			R c			R c			R c	
Jeugdige arbeiders.....	OP.....		3 35½			2 91½			—	
	GR, NK, NL, OVS, TVL, WP.....		3 35½			2 70½			2 24	
Dienstoesighouers.....	GR.....		6 50			5 34½			—	
	OP.....		7 07½			6 00			—	
	NK, OVS, TVL		5 51			4 36½			3 58½	
	NL.....		5 51			5 51			4 79½	
	WP.....		6 01			4 48½			4 36½	
Wagte.....	OP.....		5 56			5 51			—	
	GR, NK, NL, OVS, TVL, WP.....		5 56			4 50			3 83½	

WAGES PER WEEK.

Classes of Employees.	Region in which Establishment Situatied.	Areas of Regions Specified in Preceding Column.								
		A.			B.			C.		
		(a)	(b)	(c) Mini- mum Weekly Wage.	(a)	(b)	(c) Mini- mum Weekly Wage.	(a)	(b)	(c) Mini- mum Weekly Wage.
(B) Labourers:—		R c	R c	R c	R c	R c	R c	R c	R c	R c
During first six months of experience.....	BR, NL, OFS, TVL.....	4 33½	2 07½	6 41	3 27½	1 67½	4 95	2 55	1 37½	3 92½
	EP.....	4 33½	2 07½	6 41	3 47	1 67½	5 14½	—	—	—
	NC.....	4 00	1 82½	5 82½	3 27½	1 67½	4 95	2 55	1 37½	3 92½
	WP.....	4 52½	2 22½	6 75	3 40	1 67½	5 07½	2 75	1 37½	4 12½
Thereafter.....	BR, NL, OFS, TVL.....	5 00	2 36	7 36	3 85½	1 82½	5 68	3 00	1 51	4 51
	EP.....	5 00	2 36	7 36	4 00	1 90½	5 90½	—	—	—
	NC.....	5 00	2 36	7 36	4 17½	2 07½	6 25	3 28½	1 67½	4 96
	WP.....	5 00	2 36	7 36	3 70½	1 82½	5 53	3 00	1 50	4 50
(C) Juvenile Labourers, Service Attendants and Watchmen:—			R c			R c			R c	
Juvenile Labourers.....	EP.....		3 35½			2 91½			—	
	BR, NC, NL, OFS, TVL, WP.....		3 35½			2 70½			2 24	
Service Attendants.....	BR.....		6 50			5 34½			—	
	EP.....		7 07½			6 00			—	
	NC, OVS, TVL		5 51			4 36½			3 58½	
	NL.....		5 51			5 51			4 79½	
	WP.....		6 01			4 48½			4 36½	
Watchmen.....	EP.....		5 56			5 51			—	
	BR, NC, NL, OFS, TVL, WP.....		5 56			4 50			3 83½	

(2) Deur in Bylae (A) tot hierdie klousule (soos gewysig)—

(a) die lone wat voorgeskryf is vir verkoelherstellers, speekwielstellers, bromponiewerke en vulkaniseerders se werkmante, te wysig sodat dit as volg lui:—

Klasse werknemers.	Weeklone vir alle gebiede in alle streke.
Verkoelherstellers:—	R c
Gedurende eerste drie maande ondervinding.....	7 62
Daarna.....	8 25
Speekwielstellers:—	
Gedurende eerste drie maande ondervinding.....	7 07½
Daarna.....	8 37
Bromponiewerke.....	7 07½
Vulkaniseerders se werkmante.....	5 51

(b) deur die volgende te skrap:—

- (i) "Bak- en werktuigkundige se afstropers—gedurende die eerste drie maande ondervinding daarna"; en
- (ii) die bedrae R5.22½ en R6.30 wat die minimum voorgeskrewe lone is van die klasse werknemers wat in (i) hierbo genoem is;

(c) die volgende in te voeg:—

- (i) "Bak- en Herstelwerkswinkelassistent" in die kolom "Klasse werknemers"; en
- (ii) "R7.00" in elk van die loonkolomme teenoor "Bak- en herstelwerkswinkelassistent".

10. KLOUSULE 27.—BESTUUR VAN MOTORVOERTUIG.

Deur subklousules (1) en (2) van hierdie klousule te skrap en deur die volgende te vervang:—

"Geen werkgever mag 'n werknemer wat 'n loon van minder as R5 per week ontvang (behalwe 'n ingeboekte vakleerling) 'n voertuig wat deur sy eie krag aangedryf word, op 'n publieke pad laat bestuur, of hom toelaat om dit te bestuur nie, gedurende die loop van sy diens in die Nywerheid."

11. KLOUSULE 28.—GETALLEVERHOUDING.

Deur in hierdie klousule die aanhef tot subklousule (1) en paragrawe (a) tot (b) van daardie subklousule te skrap, en dit te vervang deur die volgende:—

"(1) Bak-werkswinkelassistent, jeugdige arbeiders, hermetalliseerders, herstel-werkswinkelassistent en bromponiewerke:—

Geen werkgever mag—

- (a) 'n bak-werkswinkelassistent in diens neem nie, tensy daar minstens twee vakmante werksaam in sy werkswinkel is nie, en daarna mag hy—
 - (i) twee bak-werkswinkelassistent in diens neem as daar minstens vier vakmante werksaam is in sy werkswinkel;
 - (ii) drie bak-werkswinkelassistent in diens neem as daar minstens ses vakmante werksaam is in sy werkswinkel;
 - (iii) vier bak-werkswinkelassistent in diens neem as daar minstens agt vakmante werksaam is in sy werkswinkel;
 - (iv) ses bak-werkswinkelassistent in diens neem as daar minstens tien vakmante werksaam is in sy werkswinkel;
 - (v) ses bak-werkswinkelassistent in diens neem as daar minstens twaalf vakmante werksaam is in sy werkswinkel;
 - (vi) agt bak-werkswinkelassistent in diens neem as daar minstens veertien vakmante werksaam is in sy werkswinkel;
- (b) 'n jeugdige arbeider in diens neem nie, tensy hy minstens twee volwasse arbeiders in diens het, en daarna mag hy een addisionele jeugdige arbeider in diens neem vir elke twee volwasse arbeiders meer as twee wat by hom in diens is;

(2) By, in Schedule (A) to this clause (as amended)—

(a) the amendment of the wages prescribed for radiator repairers, spoke wheel truers, scooter workers and vulcanisers' operatives to read as follows:—

Classes of Employees.	Weekly Wages for all Areas in all Regions.
Radiator Repairers:—	R c
During first three months of experience	7 62
Thereafter.....	8 25
Spoke Wheel Truers:—	
During first three months of experience	7 07½
Thereafter.....	8 37
Scooter Workers.....	7 07½
Vulcanisers' Operatives.....	5 51

(b) the deletion of—

- (i) "Body and mechanic's strippers—during first three months of experience thereafter"; and
- (ii) the amounts R5.22½ and R6.30 which represent the minimum prescribed wages for the classes of employees mentioned in (i) preceding;

(c) the insertion of—

- (i) "Body and Repair Shop Assistants" in the column "Classes of Employees"; and
- (ii) "R7.00" in each of the wages columns opposite "Body and Repair Shop Assistants".

10. CLAUSE 27.—DRIVING OF MOTOR VEHICLES.

By the deletion of sub-clauses (1) and (2) of this clause and the substitution therefor of the following:—

"No employer shall cause or permit any employee in receipt of wages of less than R5 per week (except an indentured apprentice), to drive any motor vehicle under its own power on a public road during the course of his employment in the Industry."

11. CLAUSE 28.—RATIO.

By, in this clause, the deletion of the preamble to sub-clause (1) and paragraphs (a) to (d) of that sub-clause, and the substitution therefor of the following:—

"(1) Body Shop Assistants, Juvenile Labourers, Remetallisers, Repair Shop Assistants and Scooter Workers:—

No employer shall employ—

- (a) a body shop assistant, unless there are actively engaged in his workshop at least two journeymen, and thereafter he may employ—
 - (i) two body shop assistants if there are at least four journeymen actively engaged in his workshop;
 - (ii) three body shop assistants if there are at least six journeymen actively engaged in his workshop;
 - (iii) four body shop assistants if there are at least eight journeymen actively engaged in his workshop;
 - (iv) five body shop assistants if there are at least ten journeymen actively engaged in his workshop;
 - (v) six body shop assistants if there are at least twelve journeymen actively engaged in his workshop;
 - (vi) eight body shop assistants if there are at least fourteen journeymen actively engaged in his workshop;
- (b) a juvenile labourer, unless he employs at least two adult labourers, and thereafter he may employ one additional juvenile labourer for every two adult labourers employed by him in excess of two;

- (c) 'n hermetalliseerder in diens neem nie, tensy hy minstens een vakman in diens het;
- (d) 'n herstel-werkswinkelassistent in diens neem nie, tensy daar minstens twee vakmanne werksaam is in sy werkswinkel, daarna mag hy—
- (i) twee herstel-werkswinkelassistentie in diens neem indien daar minstens vyf vakmanne werksaam is in sy werkswinkel;
- (ii) drie herstel-werkswinkelassistentie in diens neem indien daar minstens nege vakmanne werksaam is in sy werkswinkel;
- (iii) vier herstel-werkswinkelassistentie in diens neem as daar minstens veertien vakmanne werksaam is in sy werkswinkel;
- (iv) vyf herstel-werkswinkelassistentie in diens neem as daar minstens twintig vakmanne werksaam is in sy werkswinkel."

12. KLOUSULE 30.—BEPALINGS BETREFFENDE OORTYD, BETALING DAARVOOR EN BETALING VIR WERK OP SONDAG.

Deur in hierdie klousule—

- (1) in subklousule (3) (a) "Behoudens die bepalings van subklousules (4) (a) en (b) van hierdie klousule, moet sy werkgever, as 'n vakman op 'n Sondag werk—" te skrap en dit te vervang deur die volgende:—

"met dien verstande dat daar van geen vakman vereis moet word, of hy toegelaat moet word om op 'n Sondag te werk nie, behalwe om werk van 'n dringende aard te verrig, en behoudens die bepalings van paragrawe (a) en (b) van subklousule (4) van hierdie klousule, moet 'n werkgever, wanneer sy vakman op 'n Sondag werk—";

- (2) aan die einde van paragraaf (a) van subklousule (3) die volgende by te voeg:—

"[OPMERKING.—Vir die toepassing van hierdie klousule beteken 'werk van 'n dringende aard'—

- (a) om voertuie wat onklaar geraak het en voertuie wat in ongelukke betrokke was, te gaan haal;

- (b) enige herstelwerk aan 'n motorvoertuig wat nodig is—

- (i) om 'n motoris wie se motor onklaar geraak het, in staat te stel om sy reis te hervat;

- (ii) om 'n motoris wat as gevolg van onvoorsiene omstandighede, genoodsaak is om 'n reis op 'n Sondag te begin, te reis; en

- (iii) om die lewer van noodsaaklike dienste soos sanitêre dienste, publieke vervoerdienste, die voorsiening of verspreiding van bederfbare eetware, reis van mediese praktisyns ter uitvoering van hulle werk, of ander soortgelyke dienste; moontlik te maak.]"

13. KLOUSULE 43.—IDENTIFIKASIE VAN WERKMANKLASSE WERKNEMERS.

Deur hierdie klousule uit die Ooreenkoms te skrap.

B. HOOFSTUK 2.

14. KLOUSULE 6 VAN DEEL 1.—ARBEIDERS SE LONE.

Deur in hierdie klousule (soos gewysig)—

"In gebied A (WP) ... R4.52½

In alle ander gebiede ... R4.33½"

te skrap en dit te vervang deur die volgende bylae:—

	(a)	(b)	(c)
	R c	R c	Minimum weekloon.
Gedurende eerste ses maande ondervinding:—			
In gebied A, WP.....	4 52½	2 22½	6 75
In alle ander gebiede.....	4 33½	2 07½	6 41
Daarna (in alle gebiede).....	5 00	2 36	7 36

15. KLOUSULE 5 VAN DEEL 2.—LONE.

Deur in dié klousule (soos gewysig), die volgende bedrae te vervang:—

- (a) "R6.30" deur "R7.08½";
- (b) "R7.42½" deur "R8.38";
- (c) "R8.05" deur "R9.51½" waar laasgenoemde bedrag ook al mag voorkom;
- (d) "R10.35" deur "R12.01";
- (e) "R11.50" deur "R13.01";
- (f) "R6.90" deur "R7.75"; en
- (g) "R9.20" deur "R10.90".

- (c) a re-metaller, unless he employs at least one journeyman;

- (d) a repair shop assistant, unless there are actively engaged in his workshop at least two journeymen, and thereafter he may employ—

- (i) two repair shop assistants if there are at least five journeymen actively engaged in his workshop;

- (ii) three repair shop assistants if there at least nine journeymen actively engaged in his workshop;

- (iii) four shop assistants if there are at least fourteen journeymen actively engaged in his workshop;

- (iv) five repair shop assistants if there are at least 20 journeymen actively engaged in his workshop."

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

By in this clause—

- (1) the deletion in sub-clause (3) (a) of "subject to the provisions of sub-clauses (4) (a) and (b) of this clause, whenever a journeyman works on a Sunday, his employer shall—" and the substitution thereof of the following:—

"Provided that no journeyman shall be required or permitted to work on a Sunday except to perform work of an emergency nature, and subject to the provisions of paragraphs (a) and (b) of sub-clause (4) of this clause, whenever a journeyman works on a Sunday, his employer shall—";

- (2) the addition at the end of paragraph (a) of sub-clause (3) of the following:—

"[NOTE.—For the purpose of this clause 'work of an emergency nature' means—

- (a) the recovery of broken-down vehicles and vehicles involved in accidents;

- (b) any motor vehicle repair work necessary—

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

- (ii) to enable a motorist who, because of unforeseen circumstances, is obliged to commence a journey on a Sunday, to travel; and

- (iii) to permit the rendering of essential services such as sanitation services, public transportation service services, the supply or distribution of perishable food stuffs, travelling by medical practitioners for the performance of their work, or similar services.]"

13. CLAUSE 43.—IDENTIFICATION OF OPERATIVE CLASSES OF EMPLOYEES.

By the deletion of this clause from the Agreement.

B. CHAPTER 2.

14. CLAUSE 6 OF PART 1—LABOURERS' WAGES.

By, in this clause (as amended), the deletion of—

"In area A (WP) ... R4.52½

In all other areas ... R4.33½"

and the substitution thereof of the following Schedule:—

	(a)	(b)	(c)
	R c	R c	Minimum Weekly Wage.
During the first six months of experience:—			
In Area A, WP.....	4 52½	2 22½	6 75
in all other areas.....	4 33½	2 07½	6 41
Thereafter (in all areas).....	5 00	2 36	7 36

15. CLAUSE 5 OF PART 2.—WAGES.

By, in this clause (as amended), the substitution of—

- (a) "R7.08½" for "R6.30";

- (b) "R8.38" for "R7.42½";

- (c) "R9.51½" for "R8.05" wherever the latter amount appears;

- (d) "R12.01" for "R10.35";

- (e) "R13.01" for "R11.50";

- (f) "R7.75" for "R6.90"; and

- (g) "R10.90" for "R9.20".

C. HOOFSTUK 3.

16. KLOUSULE 3.—WOORDOMSKRYWINGS.

Deur in hierdie klousule (soos gewysig) in die woordomskrifing "Werkman-opsigter" "R8.38" deur "R7.42½" te vervang.

17. KLOUSULE 9.—LONE.

Deur in hierdie klousule (soos gewysig)—

(1) die voorgeskrewe lone vir die onderstaande klasse werknemers te wysig soos hieronder aangedui:—

Klasse werknemers.	Weeklone.
	R c
Werkmanne, graad C, K en M.....	5 51
Werkmanne, graad D en N:—	
Gedurende eerste drie maande ondervinding...	6 01
Daarna.....	7 08½
Werkmanne, graad E en G:—	
Gedurende eerste drie maande ondervinding...	5 53
Daarna.....	6 01
Werkmanne, graad F:—	
Gedurende eerste drie maande ondervinding...	5 51
Daarna.....	6 01
Werkmanne, graad H.....	7 08½
Werkmanne, graad J.....	12 01
Werkman-opsigters.....	8 38
Uitsnyers:—	
Gedurende eerste drie maande ondervinding...	5 51
Gedurende die volgende nege maande ondervinding.....	6 01
Daarna.....	6 49½
Snyers:—	
Gedurende eerste 18 maande ondervinding...	5 01
Gedurende tweede 18 maande ondervinding...	9 51½
Daarna.....	18 21
Patroonsnyermakers:—	
Gedurende eerste drie maande ondervinding...	8 38
Daarna.....	10 09½
Soommasjinieste:—	
Gedurende eerste drie maande ondervinding...	5 01
Gedurende tweede drie maande ondervinding...	5 28½
Gedurende derde drie maande ondervinding...	5 51
Daarna.....	6 01
Vroulike arbeiders:—	
Gedurende eerste ses maande ondervinding...	2 71
Gedurende tweede ses maande ondervinding...	3 07
Gedurende derde ses maande ondervinding...	3 83½
Gedurende vierde ses maande ondervinding...	4 34
Daarna.....	4 45
(2) „Arbeiders in diens in Streek WP.....	4 52½
Arbeiders in diens in ander streke as WP.....	4 33½

te skrap en dit te vervang deur die volgende bylae—

	(a)	(b)	(c)
	R c	R c	Minimum weekloon.
	R c	R c	R c
Arbeiders in diens in streek WP—			
Gedurende eerste ses maande ondervinding.....	4 52½	2 22½	6 75
Daarna.....	5 00	2 36	7 36
Arbeiders in diens in ander streke as WP:—			
Gedurende eerste ses maande ondervinding (in alle gebiede).....	4 33½	2 07½	6 41
Daarna.....	5 00	2 36	7 36

13. BYLAES B EN C.

Deur dié Bylaes te skrap en hulle te vervang deur Bylaes B en C wat by hierdie Ooreenkoms aangeheg is.

Onderteken in Johannesburg op hede die 30ste dag van November 1961.

F. J. HACKNEY,
Voorsitter van die Raad.

P. W. REYNOLDS,
Behoorlik Gemagtigde
Werknemerverteenwoordiger.

W. P. VAN NIEKERK,
Sekretaris van die Raad.

C. CHAPTER 3.

16. CLAUSE 3.—DEFINITIONS.

By, in this clause (as amended), in the definition of "Operative Supervisor" the substitution of "R8.38" for "R7.42½".

17. CLAUSE 9.—WAGES.

By, in this clause (as amended)—

(1) the amendment of the prescribed wages for the under-mentioned classes of employees as indicated below:—

Classes of Employees.	Weekly Wages.
	R c
Operatives, Grades C, K and M.....	5 51
Operatives, Grades D and N:—	
During first three months of experience.....	6 01
Thereafter.....	7 08½
Operatives, Grades E and G:—	
During first three months of experience.....	5 53
Thereafter.....	6 01
Operatives, Grade F:—	
During first three months of experience.....	5 51
Thereafter.....	6 01
Operatives, Grade H.....	7 08½
Operatives, Grade J.....	12 01
Operative Supervisors.....	8 38
Choppers Out:—	
During first three months of experience.....	5 51
During next nine months of experience.....	6 01
Thereafter.....	6 49½
Cutters:—	
During first 18 months of experience.....	5 01
During second 18 months of experience.....	9 51½
Thereafter.....	18 21
Pattern Cutter Makers:—	
During first 3 months of experience.....	8 38
Thereafter.....	10 09½
Seaming Machinists:—	
During first three months of experience.....	5 01
During second three months of experience.....	5 28½
During third three months of experience.....	5 51
Thereafter.....	6 01
Female Labourers:—	
During first six months of experience.....	2 71
During second six months of experience.....	3 07
During third six months of experience.....	3 83½
During fourth six months of experience.....	4 34
Thereafter.....	4 45
(2) the deletion of:—	
"Labourers employed in Region WP.....	4 52½
Labourers employed in regions other than Region WP.....	4 33½

and the substitution of the following Schedule:—

	(a)	(b)	(c)
	R c	R c	Minimum Weekly Wage.
	R c	R c	R c
Labourers employed in Region WP:—			
During first six months of experience.....	4 52½	2 22½	6 75
Thereafter.....	5 00	2 36	7 36
Labourers employed in regions other than Region WP:—			
During first six months of experience (in all areas)...	4 33½	2 07½	6 41
Thereafter.....	5 00	2 36	7 36

18. ANNEXURES B AND C.

By the deletion of these Annexures and the substitution in their place of the Annexures B and C attached to this Agreement.

Signed at Johannesburg on this 30th day of November, 1961.

F. J. HACKNEY,
Chairman of the Council.

P. W. REYNOLDS,
Duly Authorised Employee Representative
on the Council.

W. P. VAN NIEKERK,
Secretary of the Council.

Ras./Race.	Vakmanne. Journey-men.	Vakleerlinge. Apprentices.	Klerklike Werkn. Clerical Emp.	Werkman- klasse. Operatives.	Arbeiders. Labourers.
Blanke/European					
Kleurling/Coloured					
Asiaat/Asiatic					
Naturel/Native					
TOTAAL/TOTAL					

AANHANGSEL B.
ANNEXURE B.

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

Slegs vir Kantoorgebruik.
For Office Use Only.

Council.....		
Health Fund...		
Med. Aid Fund		
M.I.E.U.....		
M.I.S.A.....		
M.I.C.W.U....		
Pension Fund..		
Holiday Pay...		
S.A.M.I.E.A...		
Sundries.....		

Hierby tjek/poswissel/posorder/kontant
Herewith Cheque/Money Order/Postal Order/Cash R.

ter betaling van bydraes en ledegelde soos hieronder uiteengesit vir die maand
in payment of contributions and subscriptions as detailed hereunder for the month of

Naam van inrigting
Name of Establishment:

Adress
Address

Vir arbeiders se afdeling, sien No. 18 hieronder.—For Labourers' Section, see No. 18 below.

[illegible]

Vakleerlinge betaal nie bydraes aan die Raad nie, maar hul name moet nietemin op hierdie opgawe verskyn.—Apprentices do not contribute to the Council, but their names must appear on this form.

AANHANGSEL C.

[Voorgeskrif ingevolge subklousule (2) (c) van artikel B van klousule 14.]

No. _____
Datum _____

Naam van werkgever _____
Adres van werkgever _____
Verlofbetalbewys uitgereik aan mnr. _____
Vakbondno. _____ en (indien beskikbaar) Identiteitsnommer _____
Dienstydperk vanaf aanvang van diens of vanaf datum waarop jongste verlof verskuldig geword het (naamlik die jongste datum) tot _____
Getal weke in diens _____
*Weeklikse/*Maandelikse besoldiging op datum van diensbeëindiging _____ R _____
Opgehoopte verlofsoldy betaalbaar (kyk opmerkings 1, 2, 3 en 4 hieronder) _____ +R _____
Hierby sertifiseer ek dat die besonderhede wat op hierdie betaalbewys voorkom, waar en reg is.

(Handtekening van werkgever of gemagtigde verteenwoordiger.)

Werknemer se—

Handtekening _____
Adres _____
Huidige werkgever (as hy bekend is) _____

* Geliewe te skrap wat nie van toepassing is nie.

OPMERKINGS.

1. + As vakman weekliks besoldig is.— $\frac{3}{5} \times$ weeklikse besoldiging $\times$ getal weke in elk waarvan hy gewerk het—
5 skofte indien in diens in inrigting van 5 werkdag per week, en 6 skofte indien in diens in inrigting van $5\frac{1}{2}$ werkdag per week.
2. + As vakman maandeliks besoldig is.— $\frac{3}{5} \times$ weeklikse besoldiging $\times$ getal weke in elk waarvan hy minstens 5 skofte gewerk het.
3. Om betekenis van „skofte” en „besoldiging” te bepaal, geliewe subklousules (2) en (10) onderskeidelik in artikel A van klousule 14 te bestudeer.
4. As opgehoopte verlofsoldy aangestuur word vir 'n kleiner getal weke as wat daar in die dienstydperk was, verduidelik asseblief in die paragraaf „Opmerkings” hieronder.
5. Hierdie vorm, tesame met 'n geldsending vir die bedrag van verlofsoldy soos in hierdie bewys aangetoon, moet aan die Streeksraad van _____ gestuur word op die dag waarop die vakman ophou werk.
6. Opmerkings _____

No. 369.] [9 Maart 1962.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

MOTORYWERHEID, REPUBLIEK VAN SUID-AFRIKA.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Wysigingsooreenkoms en kennisgewing in verband met die Motornywerheid, Republiek van Suid-Afrika, gepubliseer by Goewermentskennisgewing No. 368 van 9 Maart 1962, oor die algemeen vir die persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die betrokke bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

ANNEXURE C.

[Prescribed in terms of sub-clause (2) (c) of section B of clause 14.]

No. _____
Date _____

Name of Employer _____
Address of Employer _____
Leave Pay Voucher Issued to Mr. _____
Union No. _____ and (if available) Identity No. _____
Period of Employment from Commencement of Service or from Date Last Leave Fell Due (whichever is later) _____
Number of Weeks Employed _____
*Weekly/*Monthly Remuneration at Date of Termination of Service _____ R _____
Accrued Leave Pay Payable (See Notes 1, 2, 3 and 4 below) _____ +R _____
I hereby Certify that the Particulars Furnished in this Voucher are True and Correct
(Signature of Employer or Authorised Representative.)

Employee's—

Signature _____
Address _____
Present Employer (if known) _____

* Please delete that which does not apply.

NOTES.

1. + If journeyman was paid weekly.— $\frac{3}{5} \times$ weekly remuneration $\times$ number of weeks in each of which he worked—
5 shifts if employed in a 5-day week establishment, and 6 shifts if employed in a $5\frac{1}{2}$ -day week establishment.
2. + If journeyman was paid monthly.— $\frac{3}{5} \times$ weekly remuneration $\times$ number of weeks in each of which he worked at least 5 shifts.
3. To determine meaning of “shifts” and “remuneration”, please refer to sub-clauses (2) and (10) respectively of section A of clause 14.
4. If accrued leave pay is remitted for a lesser number of weeks than are contained in the period of employment, please clarify in the “Remarks” section below.
5. This form, together with a remittance for the amount of leave pay as shown in this voucher must be forwarded to the Regional Council on the date the journeyman ceases work.
6. Remarks _____

No. 369.] [9 March 1962.
FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941, AS AMENDED.

MOTOR INDUSTRY, REPUBLIC OF SOUTH AFRICA.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Amending Agreement and notice relating to the Motor Industry, Republic of South Africa, published under Government Notice No. 368 of the 9th March, 1962, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

INVOERDERS UITVOERDERS NYWERAARS

teken in op



„HANDEL EN NYWERHEID”

*Die maandblad
van die Departement van Handel en Nywerheid*

INTEKENGELD: In die Republiek van S.A., Suidwes-Afrika, Betsjoeanaland-Protektoraat, Swasieland, Basotoland, die Federasie van Rhodesië en Njassaland, Mosambiek, Angola, die Republieke Kongo, Tanganjika, Kenja en Uganda teen R0.05 per eksemplaar, of teen R0.50 per jaar (R0.75 elders) vooruitbetaalbaar aan die Staatsdrukker, Pretoria

VERSKYN IN ALBEI AMPTELIKE TALE

Hierdie tydskrif bevat o.a. 'n maandelikse ekonomiese oorsig (met statistiek) van besigheids- en nywerheidstoestande in Suid-Afrika, die jongste departementele inligting oor afsetmoontlikhede vir Suid-Afrikaanse produkte in lande waar Suid-Afrika oorsese handelsverteenwoordigers het, lysie van handelsnayrae, besonderhede in verband met nywerheidsbedrywighede in Suid-Afrika, die jongste aspekte van prys- en voorrade-beheer, en artikels van 'n algemene aard oor die handel en nywerheid

IMPORTERS EXPORTERS INDUSTRIALISTS

subscribe to



“COMMERCE & INDUSTRY”

*The monthly Journal
of the Department of Commerce and Industries*

SUBSCRIPTION: In the Republic of S.A., S.W.A., Bechuanaland Protectorate, Swaziland, Basutoland, the Federation of Rhodesia and Nyasaland, Mozambique, Angola, the Republics of the Congo, Tanganyika, Kenya and Uganda — R0.05 per copy or R0.50 (R0.75 elsewhere) per annum, payable in advance to the Government Printer, Pretoria

PUBLISHED IN BOTH OFFICIAL LANGUAGES

This Journal embodies *inter alia* a monthly economic review (with statistics) of business and industrial conditions in South Africa, the latest Departmental information on market possibilities for South African products in countries at present covered by South Africa's Overseas Trade Representatives, lists of trade enquiries, items of industrial activity in South Africa, the latest information on price and commodity control, and articles of a general nature in connection with commerce and industry

DIT BETAAL U OM TE SPAAR!

SPAAR

- ★ VIR U FAMILIE SE TOEKOMS!
- ★ VIR U EIE HUIS!
- ★ VIR U AFTREDE!
- ★ VIR ALLE GEVALLE VAN NOOD!

POSSPAARBANK

Die Posspaarbank verdien 3% rente op die maandelikse balans, waarvan tot R100 per jaar van die rente van *Inkomstebelasting Vrygestel* is.

Die eerste belegging hoef nie meer as 10c te wees nie. So 'n rekening is baie handig in tye van nood of wanneer met vakansie, omdat stortings en terugvorderings by enige Poskantoor in die Republiek gedoen kan word.

Nie meer as R4,000 mag gedurende 'n boekjaar deur een persoon ingelê word nie.

IT PAYS YOU WELL TO SAVE!

SAVE

- ★ FOR YOUR FAMILY'S FUTURE!
- ★ FOR YOUR OWN HOME!
- ★ FOR YOUR RETIREMENT!
- ★ FOR ALL EMERGENCIES!

POST OFFICE SAVINGS BANK

The Post Office Savings Bank earns 3% interest on the monthly balance, of which interest up to R100 per annum is *Free of Income Tax*.

The first deposit need to be no more than 10c. Such an account is very handy in times of emergency or when on holiday, as deposits or withdrawals can be made at any Post Office in the Republic.

Not more than R4,000 may be deposited by one person during a financial year