



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

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GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.3006.]

[30 Julie 1969.

WET OP NYWERHEIDSVERSOENING, 1956

MOTORNYWERHEID

HOOFOOREENKOMS

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens Artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Motornywerheid betrekking het, vanaf 1 Augustus 1969 en vir die tydperk wat op 31 Julie 1971 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (1), 5 (5) (g), 7, 12, 13, 34 (A) en 40 van Hoofstuk I, klousule 3 (5) (g) van Deel I van Hoofstuk II, klousules 1 (1) (b), 4 (5) (g), 5 en 6 van Hoofstuk III, klousules 1 (1) (b), 4 (5) (g) en 5 van Hoofstuk IV en klousules 1 (1) (b), 4 (5) (g) en 5 van Hoofstuk V, vanaf 1 Augustus 1969 en vir die tydperk wat op 31 Julie 1971 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika, uitgesonderd daardie gedeelte van die landdrostdistrik Somerset-Wes wat deur Cape Explosives Works, Limited, geokkupeer word; en

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.3006.]

[30th July, 1969.

INDUSTRIAL CONCILIATION ACT, 1956

MOTOR INDUSTRY

MAIN AGREEMENT

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Motor Industry, shall be binding as from 1 August, 1969 and for the period ending 31 July, 1971, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2 (1), 5 (5) (g), 7, 12, 13, 34 (A) and 40 of Chapter I, clause 3 (5) (g) of Part I of Chapter II, clauses 1 (1) (b), 4 (5) (g), 5 and 6 of Chapter III, clauses 1 (1) (b), 4 (5) (g) and 5 of Chapter IV and clauses 1 (1) (b), 4 (5) (g) and 5 of Chapter V, shall be binding as from 1 August, 1969 and for the period ending 31 July, 1971, 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 Cape Explosives Works, Limited; and

- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (1), 5 (5) (g), 7, 12, 13, 34 (A), 35 en 40 van Hoofstuk I, klousule 3 (5) (g) van Deel I van Hoofstuk II, klousules 1 (1) (b), 4 (5) (g), 5 en 6 van Hoofstuk III, klousules 1 (1) (b), 4 (5) (g) en 5 van Hoofstuk IV en klousules 1 (1) (b), 4 (5) (g) en 5 van Hoofstuk V, vanaf 1 Augustus 1969 en vir die tydperk wat op 31 Julie 1971 eindig, in die gebied gespesifiseer in paragraaf (b) van hierdie kennisgewing, *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTORNYWERHEID

HOOFOOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig, 1956, soos gewysig, gesluit en aangeaan deur en tussen

The South African Motor Industry Employers' Association
en

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

The Motor Industry Employees' Union of South Africa,
The Motor Industry Staff Association
en

The Motor Industry Combined Workers' Union
(hieronder die „werknemers” of die „vakverenigings” genoem),
aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid.

HOOFSTUK I

KLousULE 1.—DATUM VAN INWERKINGTREEDING EN GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 1 Augustus 1969 of op dié ander datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag vasstel en bly van krag vir twee jaar met ingang van daardie datum of vir dié tydperk wat die Minister mag bepaal.

KLousULE 2.—TOEPASSINGSBESTEK

(1) Behoudens die bepalings van subklousule (3) hiervan, moet die bepalings van hierdie Ooreenkoms dwarsdeur die Republiek van Suid-Afrika (uitgesonderd die gebied geokkipeer deur die Cape Explosives Works, Limited, Somerset-Wes) nagekom word deur die werkgewers en die werknemers in die Motornywerheid wat lede van die werkgewersorganisasies en die vakverenigings is.

(2) Ondanks die bepalings van subklousule (1), is die bepalings van hierdie Ooreenkoms van toepassing op—

- (a) vakleerlinge slegs vir sover dit nie met die bepalings van die Wet op Vakleerlinge (Wet No. 37 van 1944) of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie; en
- (b) kwekelinge wat ooreenkomstig die Wet op Opleiding van Ambagsmanne (Wet No. 38 van 1951) opgelei word, slegs vir sover dit nie met die bepalings van daardie Wet of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

(3) Vir die toepassing van alle klousules van hierdie Ooreenkoms, uitgesonderd klousules 11 en 12 van Hoofstuk I, klousule 5 van Hoofstuk IV en klousule 5 van Hoofstuk V, word werknemers, uitgesonderd werkwinkelwerknemers, wie se jaarlikse verdienste meer as R3,300 in gebiede A of R2,750 in ander gebiede

- (c) in terms of section 48 (3) (a) of the said Act, declare that in the area specified in paragraph (b) of this notice and as from 1 August, 1969 and for the period ending 31 July, 1971, the provisions of the said Agreement, excluding those contained in clauses 1, 2 (1), 5 (5) (g), 7, 12, 13, 34 (A), 35 and 40 of Chapter I, clause 3 (5) (g) of Part I of Chapter II, clauses 1 (1) (b), 4 (5) (g), 5 and 6 of Chapter III, clauses 1 (1) (b), 4 (5) (g) and 5 of Chapter IV and clauses 1 (1) (b), 4 (5) (g) and 5 of Chapter V, shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

MAIN AGREEMENT

made and entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, 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 Combined Workers' Union

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

CHAPTER I

CLAUSE 1.—DATE OF COMMENCEMENT AND PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on 1 August, 1969, or such other date as may be fixed by the Minister of Labour in terms of Section 48 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.

CLAUSE 2.—SCOPE OF APPLICATION

(1) Subject to the provisions of sub-clause (3) hereof, the terms of this Agreement shall be observed throughout the Republic of South Africa (excluding the area occupied by the Cape Explosives Works, Ltd., Somerset West) by the employers and the employees in the Motor Industry who are members of the employers' organisations and the trade unions.

(2) Notwithstanding the provisions of sub-clause (1), the provisions of this Agreement shall apply to—

- (a) apprentices only in so far as they are not inconsistent with the provisions of, or any conditions fixed under the Apprenticeship Act (Act No. 37 of 1944); and
- (b) trainees undergoing training under the Training of Artisans Act (Act No. 38 of 1951), only in so far as they are not inconsistent with the provisions of, or any conditions fixed under that Act.

(3) Employees other than Workshop employees whose annual earnings exceed R3,300 in Areas A or R2,750 in other Areas, shall not be regarded as employees for the purposes of all clauses of this Agreement except Clauses 11 and 12 of Chapter I, Clause

bedra, nie geag werknemers te wees nie. Vir die toepassing van hierdie subklousule omvat „jaarlikse verdienste” nie kommissie op verkope nie.

KLOUSULE 3.—WOORDOMSKRYWING

(OPMERKING.—Die nommer wat tussen hakies aan die einde van elke woordskrywing in hierdie klousule voorkom, is die nommer van die Engelse teks van die betrokke woordskrywing.)

(1) „Aflosklerk” beteken 'n klerk wat vir 'n tydperk van hoogstens 28 kalenderdae in enige tydperk van 6 maande tydelik in diens geneem word met die doel om die werk te verrig van 'n klerk wat van sy werk afwesig is. (65)

LET WEL.—Aflosklerke moet besoldig word in ooreenstemming met die bepalinge van subklousule (i) van Lys B van klousule 25 van hierdie Hoofstuk.

(2) „Arbeider” beteken—

(a) ten opsigte van 'n vul- en/of diensstasie en die parkeerbedryf, 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende werksaamhede verrig:—

Met die parkering van motorvoertuie behulpsaam wees en ook parkeerkaartjies uitreik;

kyk of daar olie uitlek, maar slegs gedurende die olie- en smeerproses;

kontant invorder;

oliestate opstel vir voertuie wat gesmeer moet word;

batterye konnekteer en diskonnekteer;

oliebakke leegtap;

voertuie afstof;

batterye in verband met laaiwerksaamhede, bottels of ander houers uit voorraad, ewenaars, brandstoftanks, ratkaste, hoofsilinders, oliebakke, verkoelers en stuurkaste vul;

klein verfaspringplekkies en skrape aan voertuigbakke deur middel van 'n kwas met reeds gemengde verf vul;

batterye, ghriesnippels, buitebande, binnebande, vellings, wiele aanbring, verwyder en/of vervang of terugplaas;

geld hanteer;

buite- en binnebande oppomp;

motorvoertuie deur middel van 'n domkrag of hystoestel laat sak en/of ophang;

olievoorraadregisters vir smeerhystoestelle byhou; tee of dergelike drankke berei en opdis;

motorvoertuie of dele daarvan olie en smeer;

batteryrakke, vellings, buitebande en wiele verf;

motorvoertuie poleer;

lekke in bande herstel, met inbegrip van die aanbring en insit van kleppe vir buite- of binnebande;

olie en petrol verkoop;

boute en tapboute aan ewenaar, oliebak en oorbringstelsel vasdraai wanneer nodig, maar slegs gedurende die olie- en smeerproses;

(b) ten opsigte van alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die werksaamhede wat in paragraaf (a) van hierdie woordskrywing gemeld word en/of een of meer van die volgende werksaamhede verrig:—

Skriftelike bestellings aanneem by die aflewering van goedere buite die werkgever se perseel;

gedrukte of reeds geadresseerde etikette op bottels, kaste, bale of ander pakke aanbring;

kleefstof, bandsmeersel, verdoffingsmateriaal of korrosiewerende lae (uitgesonderd grondlae, oppervlaklae en afwerklae), stopverf, digtingsmengsels vir stofdigtingsdoeleindes en/of waterdigtingsdoeleindes aanbring;

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

goedere ooreenkomstig opdragte en/of verpakkingstroke bymeekaarmaak, verpak en weeg;

hulp op afleweringswaens verleen;

ketels versorg;

goedere dra;

buitebande sementeer;

identifikasiemerke op goedere nagaan en/of aanteken;

skoonmaakwerk met die hand, 'n borsel, masjien of bytmiddel verrig of ghries verwyder;

bale, kaste of ander pakke oop- of toemaak;

onderdele volgens rekwisisie van werkgever bymeekaarmaak;

mengwerk verrig in verband met die verf van motorvoertuie;

goedere, briewe of boodskappe te voet, per fiets, driewieler of handvoertuig vervoer;

rantsoene kook;

resultate tel en aanteken;

buitebande sny;

grond vir fondamente, riole en vore uitgraaf en/of verwyder;

rommelmotorvoertuie uitmeekaarmaak, maar nie die enjins stroop nie;

5 of Chapter IV and Clause 5 of Chapter V. For the purpose of this sub-clause annual earnings shall not include commission on sales.

CLAUSE 3.—DEFINITIONS

(NOTE.—The number shown in brackets at the end of each definition contained in this clause, represents the number of the Afrikaans version of the definition.)

(1) „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. (9)

(2) „Act” means the Industrial Conciliation Act, 1956 (Act No. 28 of 1956), as amended. (85)

(3) „Apprentice” means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Apprenticeship Act (Act No. 37 of 1944), and includes a minor employed on probation in terms of that Act. (74)

(4) „Area A (BR)” means the Magisterial District of East London. (12)

(5) „Area B (BR)” means the Magisterial Districts of Albert, Aliwal North, Barkly East, Butterworth, Cathcart, St. Marks (Coffimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskamahoek, King William's Town, Komga, Lady Grey, Libode, Maclear, Middelbult, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St. Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria East, Willowvale, Wodehouse and Xalan-ga (Cala). (20)

(6) „Area A (EP)” means the municipal areas of Despatch, Grahamstown, Port Elizabeth and Uitenhage. (13)

(7) „Area B (EP)” means the Magisterial Districts of Aberdeen, Adelaide, Albany (excluding the municipal area of Grahamstown), Alexandria, Bathurst, Bedford, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Humansdorp, Jansenville, Kirkwood, Knysna, Maraisburg, Middelburg (Cape), Mossel Bay, Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth (excluding the municipal area of Port Elizabeth), Richmond (Cape), Steynsburg, Steytlerville, Somerset East, Uitenhage (excluding the municipal areas of Despatch and Uitenhage), Uniondale, Venterstad, Willowmore, Calitzdorp and Joubertina. (21)

(8) „Area A (NC)” means the municipal area of Kimberley. (14)

(9) „Area B (NC)” means the municipal areas of De Aar, Kuruman, Mafeking, Prieska, Upington and Vryburg. (22)

(10) „Area C (NC)” means the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Philipstown, Postmasburg, Prieska, Taung, Vryburg and Warrenton (but excluding those municipal areas included in „Area A (NC)” and „Area B (NC)”. (26)

(11) „Area A (NL)” means the Magisterial Districts of Durban, Pietermaritzburg, and Pinetown. (15)

(12) „Area B (NL)” means the Magisterial Districts of Inanda, Camperdown, Richmond (Natal), Lions River, Estcourt, Klip River, Dundee, Newcastle, Vryheid, Lower Tugela, Glencoe and Dannhauser. (23)

(13) „Area C (NL)” means the Districts in the Province of Natal not referred to in „Area A (NL)” and „Area B (NL)”, and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu. (27)

(14) „Area A (OFS)” means the Magisterial District of Bloemfontein, the Village Management Board Area of Sasolburg and the municipal area of Welkom. (16)

(15) „Area B (OFS)” means the municipal areas of Bethlehem, Harrismith, Kroonstad, Odendaalsrus and Parys. (15)

(16) „Area C (OFS)” means the Province of the Orange Free State, excluding those Districts and areas referred to in „Area A (OFS)” and „Area B (OFS)”. (29)

(17) „Area A (TVL)” means the Magisterial Districts of Oberholzer and Randfontein, and the municipal areas of Alberton, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Lyttelton, Nigel Pietersburg, Potchefstroom, Pretoria, Pretoria North, Randburg, Roodepoort-Maraisburg, Springs, Vanderbijlpark and Vereeniging and the areas of jurisdiction of the Local Area Committees for Northern Johannesburg, North-Eastern Johannesburg, Western Johannesburg, Halfway-House and established in terms of the Peri-Urban Health Board Ordinance of 1943 (Transvaal) and the areas occupied by Clayville Township Extension No. 3 in the Magisterial District of Pretoria. (17)

houers leegmaak;
 batteryselle uithaal vir ondersoek;
 bakvulsel, soldeersel, sweiswerk en ou verf van dele
 wat herstel word en van aangrensende dele, soldeersel
 of sweisel aan nuwe dele en plaatmetaal wat vir
 duikklopwerk gebruik is, afvyl;
 gedrukte standaardvorme in alfabetiese, nommer-,
 datum-, kleur- of kommoditeitsvolgorde liasseer en
 sorteer;
 vure in oonde aan die brand steek en stook en afval
 uit oonde verwyder;
 vormbinnebande en/of seksiesakke aanbring en/of ver-
 wyder uit buitebande en buitebande daarna in vorms
 plaas;
 registrasienommerplate aanbring aan en/of verwyder van
 voertuie;
 posstukke frankeer;
 tuinwerk verrig;
 masjinerie, met inbegrip van draaibanke en bogronde
 asaandrywingstelsels smeer en olie terwyl dit stil staan;
 dele, materiaal en/of gereedskap vashou en dele en
 materiaal in posisie plaas onder die toesig van 'n
 werknemer in 'n hoër loongroep;
 onderdele en gereedskap uitreik aan en/of ontvang van
 werkwinkel en 'n register van sodanige gereedskap
 byhou;
 materiaal uitreik wat voorheen deur 'n pakhuisman
 aangeteken is;
 geboue afwit;
 voertuie laai en aflaai;
 kratte maak;
 pakke en/of dele merk en/of sjabloneer met 'n kwas of
 sproeispuut;
 toeplakwerk verrig;
 materiaal, met inbegrip van beton en dagha, met die
 hand of met 'n masjien meng, uitgesonderd die meng
 van klere en veselglasbestanddele;
 goedere verskuif en/of opstapel en/of uitpak;
 goederehysers, briefkopieer- of dupliseermasjiene bedien;
 verwerk met 'n kwas en/of sproeispuut verrig aan asse,
 remtrommels, onderstelle en die onderkant van voer-
 tuigbakke en sleepwagens;
 verwerk met 'n kwas verrig aan die voorste en die
 agterste stampers, wiele van handelsvoertuie of bus-
 onderstelle, ruwe waterdigtingsverf aanbring aan seil,
 grofverfwerk verrig aan die binnekant van motorbakke;
 poleerwerk met die hand of 'n masjien verrig in verband
 met die verf van motorvoertuie;
 voedsel voorberei voordat dit gekook word;
 metaal vooraf deur middel van 'n chemiese proses
 behandel in bedryfsinrigting wat duikklopwerk verrig;
 identifikasiemerke op goedere en die registrasienommers
 van voertuie aanteken en/of nagaan; pik van batterye
 verwyder;
 vormbinnebande en seksiesakke herstel;
 vulsel, grondverf en stopverf afvryf;
 skuurpapierwerk verrig;
 vorms vasskroef;
 batterye verseël;
 skaafsels in gietvorms smelt;
 goedere sorteer en die resultate aanteken;
 materiaal roer;
 buitebande stroop;
 klapperhaar en perdehaar pluus;
 buitebande afwerk;
 weegwerk verrig en die resultate aanteken;
 goedere toedraai;
 adresse van fakture of verpakkingstroke afskryf;

(c) ten opsigte van bedryfsinrigtings wat uitsluitlik by die
 sloping van motors betrokke is, 'n werknemer wat, bene-
 wens die verrigting van een of meer van die werksaamhede
 genoem in paragrawe (a) en (b) van hierdie woordoms-
 krywing, ook enjins mag stroop vir 'n ander doel as om dit te
 herstel;

(d) behoudens die bepalings van klousule 27, wat die minimum
 loon vir die bestuur van motorvoertuie vasstel, 'n werk-
 nemer wat benewens die verrigting van die werksaamhede
 genoem in paragrawe (a), (b) en (c) van hierdie woord-
 omskrywing, ook voertuie mag bestuur. (43)

(3) „Bakwinklassistent” beteken 'n werknemer in 'n duik-
 klop-inrigting of bakwinkel met 'n werkwinkel waarin minstens
 twee vakmanne van die soort wat gewoonlik in dié tipe inrigting
 in diens is, aktief werksaam is, en wat hoofsaaklik of uitsluitlik—

- (a) die volgende verwyder en/of vervang of terugsit—
 bakke;
 baklyswerk;
 kappe;
 stampers;
 kajuite;
 kronkelvere, agter- uitgesonderd swaai-astipe;

(18) „Area B (TVL)” means the Municipal area of Witbank.
 (24)

(19) „Area C (TVL)” means the Province of the Transvaal
 excluding those Districts and Areas referred to in „Area A (TVL)”
 and „Area B (TVL)”. (28)

(20) „Area A (WP)” means the Magisterial Districts of Bellville,
 the Cape, Malmesbury, Paarl, Simonstown, Somerset West (ex-
 cluding the area occupied by the Cape Explosives Works Limited,
 Somerset West), Stellenbosch, Strand, Wellington, Worcester and
 Wynberg. (19)

(21) „Area B (WP)” means the Magisterial Districts of Beau-
 fort West, Bredasdorp, Caledon, Calvinia, Ceres, Heidelberg
 (Cape), Hermanus, Montagu, Piquetberg, Riversdale, Robertson,
 Swellendam and Victoria West. (25)

(22) „Area C (WP)” means the Magisterial Districts of Carnar-
 von, Clanwilliam, Fraserburg, Hopefield, Ladismith, Laingsburg,
 Namaqualand, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp,
 Vredenburg, Vredendal and Williston. (30)

(23) „B/A Journeyman” means an employee over the age of 22
 who is able to prove not less than three years' experience in a
 trade designated for the Motor Industry or, with the approval of
 the Regional Council concerned, experience in some other trade,
 and who in an establishment in whose workshop at least two
 journeymen are actively engaged, under the supervision of one
 such journeyman performs work in the designated trade in which
 he has had the experience or, with the approval of the Regional
 Council concerned, in some other trade related to the activities
 covered by the definition of „motor Industry” in this Agree-
 ment. (4)

NOTE.—The number of B/A Journeymen that may be em-
 ployed in any one establishment is governed by the ratio provi-
 sions of Clause 28 of this chapter of this Agreement.

(24) „Battery mechanic” means an employee employed in a
 battery repairing, servicing and/or reconditioning establishment
 and who mainly or exclusively diagnosis battery faults and/or
 repairs, dismantles, replates, reassembles and/or reinsulates bat-
 teries. (5)

(25) „Battery repairing, servicing and/or reconditioning estab-
 lishment” 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. (7)

(26) „Body shop assistant” means an employee in any panel
 beating establishment or body shop in whose workshop at least
 two journeymen of the type normally employed in this kind of
 establishment are actively engaged, and who mainly or exclusive-
 ly—

(a) removes and/or replaces—

bodies;
 body mouldings;
 bonnets;
 bumpers;
 cabs;
 coil springs, rear, excluding swinging axle type;
 detachable flywheel covers;
 doors, excluding final adjustments;
 door handles;
 engine mud trays;
 exhaust lines (excluding manifolds), where no modifica-
 tion is required;
 floor cover and floor boards;
 fuel tanks;
 gravel pans;
 grilles;
 all glass other than wind screens and rear lights;
 handrail brackets and fittings, and/or front and rear leaf
 springs;
 inside panels;
 lamps;
 manual window winders;
 mudguards;
 panels exterior, other than where welded;
 radiators;
 radiator plugs;
 running boards;
 seats;
 seat covers;
 shells;
 valances;
 window frames;
 water hoses;

(b) removes but does not replace—

brakedrums;
 complete front and rear axle assemblies;
 complete engines after electrical connections have been
 disconnected;
 exterior panels where welded on;

verwyderbare vliegwieldekkstukke;
deure, uitgesonderd finale paswerk;
deurhandvatsels;
enjinmodderpanne;
uitlaattype (uitgesonderd spruitstukke), waar geen veranderinge nodig is nie;
vloerbedekking en buikplanke;
gruispanne;
roosters;
alle glas, uitgesonderd windskerms en agterligte;
handrelingklampe en toebehore, en/of voor- en agterbladvere;
binnepanele;
lampe;
vensterruitslingers;
modderskerms;
panele, buite-, uitgesonderd waar hulle gesweis is;
verkoelers;
verkoelerproppe;
treeplanke;
sitplekke;
sitplekoortreksels;
doppe;
skerms;
vensterrame;
waterslange;

- (b) die volgende verwyder maar nie vervang of terugsit nie—
remtrommels;
volledige voor- en agterassamestelle;
volledige enjins nadat elektriese verbindings gediskonnekteer is;
buitepanele waar dit aangesweis is;
voorwielvering;
ratkaste;
vere, voorste kronkel- of miktype;
stuursamestelle;

- (c) veiligheidsgordels aanbring aan voertuie waar vasheg punte bestaan; los sitplekoortreksels aanbring waar geen verandering daaraan nodig is nie;

- (d) beskadigde dele van bakke verwyder deur middel van slag-saag wat met die hand of met lug aangedryf word, of met 'n ystersaag, onder die leiding van 'n vakman;
met dien verstande dat die verrigting van enigen van die werksaamhede wat in hierdie woordskrywing opgenoem word, nie so uitgelê mag word dat dit die verrigting van 'n vakman se werk, wat daarby hoort of daarmee in verband staan, toelaat nie. (26)

(OPMERKING.—Die getal bakwinkellassistente wat in een bepaalde bedryfsinrigting in diens geneem kan word, word beheer deur die getalsverhoudingsbepalings van klousule 28 van hierdie Ooreenkoms.)

(4) „B/A-vakman” beteken 'n werknemer oor die leeftyd van 22 jaar wat in staat is om te bewys dat hy minstens 3 jaar ondervinding het in 'n ambag wat vir die Motornywerheid aangewys is of, met die goedkeuring van die betrokke Streekraad, ondervinding in 'n ander ambag, en wat in 'n inrigting met 'n werkwinkel waar minstens 2 vakmanne aktief werksaam is, onder die toesig van een sodanige vakman, werk in die aangewese ambag verrig waarin hy ondervinding opgedoen het, of, met die goedkeuring van die betrokke Streekraad, in 'n ander ambag in verband met die werksaamhede wat deur die woordskrywing van „Motornywerheid” in hierdie Ooreenkoms gedek word. (23)

(OPMERKING.—Die getal B/A-vakmanne wat in een bepaalde bedryfsinrigting in diens geneem kan word, word beheer deur die getalsverhoudingsbepalings van klousule 28 van hierdie Hoofstuk en hierdie Ooreenkoms.)

(5) „Batterywerktuigkundige” beteken 'n werknemer wat werksaam is in 'n bedryfsinrigting waarin batterye herstel, gediens en/of vernieu word en wat hoofsaaklik of uitsluitlik batterydefekte opspoor en/of batterye herstel, uitmekaarhaal, van nuwe plate voorsien, weer inmeekaarsit en/of opnuut isoleer. (24)

(6) „Bedryfsinrigting” beteken 'n perseel of gedeelte daarvan waarin of waarop die Nywerheid, of 'n gedeelte daarvan, soos in hierdie Ooreenkoms omskryf, beoefen word. (34)

(7) „Bedryfsinrigting waarin batterye herstel, gediens en/of vernieu word” beteken 'n bedryfsinrigting, of 'n gedeelte daarvan, uitgesonderd 'n batteryvervaardigingsinrigting waarin batterydefekte opgespoor word, opgaarbatterye herlaai en herstel word en opgaarbatterye en/of hul onderdele weer inmeekaargestel word. (25)

(8) „Bromponiewerker” beteken 'n werknemer wat hoofsaaklik of uitsluitlik onder die toesig van 'n vakman, motor- of motortuigwerktuigkundige bromponies inmeekaarsit en/of uitmekaarhaal, uitgesonderd die uitmekaarhaal of inmeekaarsit van enjins, elektriese toebehore, transmissiesamestelle, teleskopiese vurke, hidrouliese skokbrekers en kontroles. (67)

(OPMERKING.—Die indiensneming van bromponiewerkers is onderworpe aan die bepalinge van klousule 28 (1) (c) van hierdie Ooreenkoms.)

front wheel suspensions;
gear boxes;
springs, front coil of wishbone type;
steering assemblies;

- (c) fits safety belts to vehicles where anchor points exist; fits loose seat covers when no alteration to them is necessary;
(d) cuts away damaged body parts by means of impact cutter, hand or air operated, or with hacksaw, under the direction of a journeyman;

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. (3)

NOTE.—The number of Body shop assistants that may be employed in any one establishment is governed by the ratio provisions of Clause 28 of this Chapter of this Agreement.

(27) “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 enumerated in the definition of “labourer” in this Chapter of the Agreement. (43)

(28) “Casual shop assistant/clerical employee” shall mean any employee who is temporarily or casually employed by the same employer for not longer than 23 hours, continuous or otherwise, in any one month on any of the duties of a “shop assistant/salesman” or “clerical employee” as the case may be, as defined in this Agreement. (44)

(29) “Char” means a woman mainly or exclusively employed in any one or more of the following duties:—

- Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;
making and/or serving tea or similar beverages;
preparing and/or serving food not for sale to the public. (59)

(30) “Clerical employee” means an employee who is mainly or exclusively engaged in writing and/or typing and/or any other form of clerical work, and includes storekeepers, timekeepers and telephone operators. (30)

(31) “Council” means the National Industrial Council for the Motor Industry registered in terms of section 19 of the Industrial Conciliation Act, 1956, as amended. (57)

(32) “Earnings” means any payment made or owing to any employee (including all allowances) which arises in any manner whatsoever out of his employment. (77)

(33) “Emergency work” means that work—

- (a) connected with the recovery of broken-down vehicles or vehicles involved in accidents;
(b) necessary—
(i) to enable a motorist en route whose vehicle has broken down, to resume his journey;
(ii) to enable a motorist to commence a journey which, because of unforeseen circumstances cannot be delayed;
(iii) to permit the rendering of essential services such as sanitation services, public transportation services, maintenance or repair of factory machinery and/or agricultural motor vehicles, the supply or distribution of perishable foodstuffs, travelling by medical practitioners for the performance of their work, or services of a similar nature. (50)

(34) “Establishment” means any premises or portion thereof wherein or whereon the Industry, or any part thereof, as defined in this Agreement, is carried on. (6)

(35) “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 only periods of employment in the Motor Industry shall count for this purpose in the case of clerical employees mainly or exclusively engaged in the maintenance of stock records, costing clerks, male and female shop assistants, salesmen and saleswomen, storekeepers and male and female travellers and provided further that—

experience in relation to a typist, storekeeper, timekeeper, or telephone operator shall mean the total period or periods of employment which an employee has had as typist, storekeeper, timekeeper or telephone operator respectively.

For the purpose of this definition “costing clerk” means a clerical employee mainly or exclusively engaged in the calculation of costs of services rendered and/or goods supplied by or in connection with the Motor Industry. (51)

(36) “Filling and/or service station” means an establishment or that portion of an establishment used mainly or exclusively for the retail sale of petrol and/or oil and/or for the lubricating and/or washing and/or polishing of motor vehicles. (79)

(37) “Hourly wage” 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

(9) „Bybehorewinkler” beteken 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting waarin, waarop of waaruit reserwe- of vervangende of bybehore vir die herstel van of vir byvoeging tot 'n motorvoertuig deur middel van die groothandel of die kleinhandel verkoop of vir verkoop aangebied word. (1)

(10) „Deeltydse werknemer” beteken 'n klerk wat vir hoogstens 5 uur altesaam op 'n bepaalde dag by dieselfde werkgewer in diens is. (51)

(11) „Diensverkoper” beteken 'n vakman wat hoofsaaklik of uitsluitlik implemente, masjinerie, uitrusting of toestelle olie, smeer, skoonmaak en stel of herstel en wat daarbenewens bestellings mag neem vir die herstel en vir die verkoop en/of lewering van sodanige implemente, masjinerie, uitrusting of toestelle of bybehore of materiaal vir gebruik in verband met sodanige implemente, masjinerie, uitrusting of toestelle, en wat sodanige nuwe of herstelde goedere mag aflewer en geld mag inwonder; en dit omvat ook persone wat ten tyde van die inwerkingtreding van hierdie Ooreenkoms as diensverkopers soos omskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 323 van 24 Februarie 1956 (soos gewysig), in diens geneem is maar wat nie aan die omskrywing van „vakman” soos in hierdie Ooreenkoms vervat, voldoen nie. (68)

(12) „Gebied A (BR)” beteken die landdrosdistrik Oos-Londen. (4)

(13) „Gebied A (EP)” beteken die munisipale gebiede van Despatch, Grahamstad, Port Elizabeth en Uitenhage. (6)

(14) „Gebied A (NC)” beteken die munisipale gebied van Kimberley. (8)

(15) „Gebied A (NL)” beteken die landdrosdistrikte Durban, Pietermaritzburg en Pinetown. (11)

(16) „Gebied A (OFS)” beteken die landdrosdistrik Bloemfontein, die dorpsbestuursraadgebied van Sasolburg en die munisipale gebied van Welkom. (14)

(17) „Gebied B (OFS)” beteken die munisipale gebiede van Bethlehem, Harrismith, Kroonstad, Odendaalsrus en Parys. (15)

(18) „Gebied A (TVL)” beteken die landdrosdistrikte Oberholzer en Randfontein en die munisipale gebiede van Alberton, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Lyttelton, Nigel, Pietersburg, Potchefstroom, Pretoria, Pretoria-Noord, Randburg, Roodepoort-Maraisburg, Springs, Vanderbijlpark en Vereeniging en die regsgebiede van die plaaslike gebiedskomitees vir Noordelike Johannesburg, Noordoostelike Johannesburg, Westelike Johannesburg, Halfway House wat ooreenkomstig die bepalings van die Ordonnansie tot Instelling van 'n Gesondheidsraad vir Buite-Stedelike Gebiede van 1943 (Transvaal) gestig is en die gebied wat geokkupeer word deur Clayville-dorpsgebieduitbreiding No. 3 in die landdrosdistrik Pretoria. (17)

(19) „Gebied A (WP)” beteken die landdrosdistrikte Bellville, die Kaap, Malmesbury, Paarl, Simonstad, Somerset-Wes (uitgesonderd die gebied wat deur Cape Explosives Works, Ltd., Somerset-Wes, geokkupeer word), Stellenbosch, Strand, Wellington, Worcester en Wynberg. (20)

(20) „Gebied B (BR)” beteken die landdrosdistrikte 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, Middelburg, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St. Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria-Oos, Willowvale, Wodehouse en Xalanga (Cala). (5)

(21) „Gebied B (EP)” beteken die landdrosdistrikte Aberdeen, Adelaide, Albany (uitgesonderd die munisipale gebied van Grahamstad), Alexandria, Bathurst, Bedford, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Humansdorp, Jansenville, Kirkwood, Knysna, Maraisburg, Middelburg (Kaap), Mosselbaai, Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth (uitgesonderd die munisipale gebied van Port Elizabeth), Richmond (Kaap), Steynsburg, Steytleville, Somerset-Oos, Uitenhage (uitgesonderd die munisipale gebiede van Despatch en Uitenhage), Uniondale, Venterstad, Willowmore, Calitzdorp en Joubertina. (7)

(22) „Gebied B (NC)” beteken die munisipale gebiede van De Aar, Kuruman, Mafeking, Prieska, Upington en Vryburg. (9)

(23) „Gebied B (NL)” beteken die landdrosdistrikte Inanda, Camperdown, Richmond (Natal), Lions River, Estcourt, Kliprivier, Dundee, Newcastle, Vryheid, Lower Tugela, Glencoe en Dannhauser. (12)

(24) „Gebied B (TVL)” beteken die munisipale gebied van Witbank. (18)

(25) „Gebied B (WP)” beteken die landdrosdistrikte Beaufort-Wes, Bredasdorp, Caledon, Calvinia, Ceres, Heidelberg (Kaap), Hermanus, Montagu, Piketberg, Riversdal, Robertson, Swellendam en Victoria-Wes. (21)

other than part-time employees and by the number of ordinary hours worked in any one week in the case of part-time employees. (73)

(38) „Injection equipment repairer, unqualified,” means an employee other than a minor who is exclusively engaged under the supervision of a journeyman on the repair and/or overhaul of fuel pumps and/or injectors in an Injection Equipment Workshop, and who cannot produce documentary evidence that he has had at least one year's continuous experience on such work. (35)

(39) „Injection equipment repairer, qualified,” means an employee other than a minor who is exclusively engaged under the supervision of a journeyman on the repair and/or overhaul of fuel pumps and/or injectors in an Injection Equipment Workshop, and who can produce documentary evidence that he has had at least one year's continuous experience on such work. (36)

NOTE.—The number of injection equipment repairers whether unqualified or qualified that may be employed in any one establishment is governed by the ratio provisions of Clause 28 of this Chapter of this Agreement.

(40) „Journeyman” means a person who performs journeyman's work and who—

(a) has served an apprenticeship in a designated trade in accordance with the requirements of the 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 the Motor Industry Combined Workers' Union; or

(c) is in possession of a certificate issued to him in terms of the Training of Artisans Act, 1951. (75)

(NOTE.—For definition of “B/A Journeyman” see definition No. 23 above.)

(41) „Journeyman's work” means work in any designated trade (in terms of the Apprenticeship Act, 1944) in connection with the activities covered by the definition of Motor Industry. (76)

(42) „Juvenile labourer” means an employee who is less than 18 years of age, who has had not more than 18 months' experience and who mainly or exclusively performs any of the duties listed in paragraphs (a) and (b) of the definition of a labourer. (37)

(NOTE.—The number of juvenile labourers that may be employed in any one establishment is governed by the ratio provisions of Clause 28 of this Chapter of this Agreement.

(43) „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 of the following duties:

Attending to parking of motor vehicles including the issue of parking tickets;

checking for oil leaks, but only during the process of oiling and greasing;

collecting cash;

compiling oil sheets for vehicles which are to be lubricated;

connecting and disconnecting batteries;

draining oil sumps;

dusting vehicles;

filling batteries in connection with charging operations, bottles or other containers for stock, differentials, fuel tanks, gear boxes, master cylinders, oil sumps, radiators and steering boxes;

filling in by brush with ready mixed paint small chip marks and scratches on vehicle bodies;

fitting, removing and/or replacing batteries, grease nipples, tyres, tubes, rims, wheels;

handling money;

inflating tyres and tubes;

lowering and/or raising motor vehicles by jack or hoist;

maintaining oil stock records at grease hoists;

making and serving tea or similar beverages;

oiling and greasing of motor vehicles or parts thereof;

painting battery cradles, rims, tyres and wheels;

polishing motor vehicles;

repairing punctures, including the fitting and reseating of tyre or inner tube valves;

selling oil and petrol;

tightening bolts and studs on differential, sump and transmission when necessary, but only during the process of oiling and greasing;

(b) in relation to all establishments an employee who is mainly or exclusively engaged in any of the duties listed in paragraph (a) of this definition, and/or in any of the following duties:—

Accepting written orders in return for goods delivered

outside the employer's premises;

affixing printed or ready addressed labels on to bottles,

boxes, bales or other packages;

(26) „Gebied C (NC)” beteken die landdrosdistrikte [uitgesonderd daardie munisipale gebiede genoem in „Gebied A (NC)” en „Gebied B (NC)”] Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Philipstown, Postmasburg, Prieska, Taung, Vryburg en Warrenton. (10)

(27) „Gebied C (NL)” beteken daardie distrikte in die provinsie Natal wat nie in „Gebied A (NL)” en „Gebied B (NL)” genoem word nie en die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu. (13)

(28) „Gebied C (TVL)” beteken die provinsie Transvaal, uitgesonderd daardie distrikte en gebiede genoem in „Gebied A (TVL)” en „Gebied B (TVL)”. (19)

(29) „Gebied C (OFS)” beteken die provinsie Oranje-Vrystaat uitgesonderd daardie distrikte en gebiede genoem in „Gebied A (OFS)” en „Gebied B (OFS)”. (16)

(30) „Gebied C (WP)” beteken die landdrosdistrikte Carnarvon, Clanwilliam, Fraserburg, Hopefield, Ladismith, Laingsburg, Namaqualand, Prins Albert, Sutherland, Tulbagh, Vredendal, Vanrhynsdorp, Vredenburg en Williston. (22)

(31) „Gekwalifiseer” beteken, ten opsigte van die werknemers wat in Bylaes A en B van klousule 25 (Lone), bedoel word, werknemers met minstens ondergenoemde tydperke ondervinding:—

BYLAE

Klas werknemer	Man	Vrou
Winkelassistent, Verkoopman, Motorvoertuigverkooper en/of Klerk	5 jaar	4 jaar
Leweransier-verkooper	3 jaar	—
Handelsreisiger	4 jaar	4 jaar
Ponskaartoperateur	1 jaar	1 jaar

(55)

(32) „Handelsreisiger” beteken ’n werknemer wat as die reisende verteenwoordiger van ’n bedryfsinrigting en namens sodanige bedryfsinrigting hoofsaaklik of uitsluitlik bestellings van behoorlik gelisensieerde handelaars en/of ander persone vra of werf vir—

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

(b) die vernuwung, hervervaardiging of herbouing van enige motorvoertuigonderdeel en wat daarbenewens geld vir sodanige inrigting kan invorder. (78)

(33) „Handelsreisiger se assistent” beteken ’n werknemer wat ’n handelsreisiger op sy reis vergesel en behulpzaam is met die dryf van die voertuig en met die inpak, uitpak en tentoonstel van monsters. (79)

(34) „Herstelwinkelassistent” beteken ’n werknemer in ’n bedryfsinrigting met ’n werkwinkel waarin minstens twee vakmanne aktief met vakmanswerk besig is en wat hoofsaaklik of uitsluitlik—

(a) onder die toesig en leiding van minstens een vakman onderdeel of eenhede van motorvoertuie verwyder;

(b) onder die toesig en leiding van ’n vakman die volgende vervang of terugplaas—

bakke;
baklswerk;
enjinkappe;
stampers;
kajuite;
agterste kronkelvere;
deure (uitgesonderd finale paswerk);
deurhandvatsels;
uitlaatpype (uitgesonderd spuitstukke) waar geen veranderinge nodig is nie;
buikplanke;
vloerbedekkings;
brandstoftanks;
generators (maar nie elektriese verbindinge nie);
alle glas, uitgesonderd windskerms en agterligte;
verwyderbare vliegwielskerms;
gruispanne;
roosters;
handrelingsklampe;
lampe;
modderskerms;
enjinmodderpanne;
binnepanele;
buitepanele en ander toebehorens behalwe waar dit gesweis is;
verkoelers;
verkoelerproppe;

applying adhesives, belt dressing, deadener material or anti-corrosive coatings (excluding primer, surfacer and finishing coats), putty, sealing compounds for purposes of dustproofing and/or waterproofing;
assembling and/or repairing of motor-assisted pedal cycles and pedal-assisted motor cycles;
assembling, packing, weighing goods in accordance with instructions and/or packing slips;
assisting on delivery vans;
attending to boilers;
carrying goods;
cementing tyres;
checking and/or recording identification marks on goods;
cleaning by hand, brush, machines, pickling or degreasing;
closing or opening bales, boxes or other packages;
collecting spares on employer's requisition;
compounding in connection with the painting of motor vehicles;
conveying on foot, by bicycle, tricycle, or hand-propelled vehicle, goods, letters or messages;
cooking of rations;
counting and recording the result;
cutting tyres;
digging and/or removing the soil for foundations, drains and trenches;
dismantling scrap motor vehicles other than the stripping of engines;
emptying containers;
extracting battery cells for inspection;
filing of body fillings, solder, welding and old paint from parts under repair and adjacent parts, solder or welding on new parts and of sheet metal which has been panelbeaten;
filing and sorting of standard printed forms into alphabetical, numerical, date, colour or commodity order;
firing and loading ovens and furnaces and removing refuse from furnaces;
fitting and/or removing curing tubes and/or sectional bags to and from tyres and placing tyres in moulds thereafter;
fitting and/or removing registration number plates to and from vehicles;
franking mail matter;
gardening;
greasing and oiling machinery including lathes and overhead shafting while stationary;
holding parts, materials and/or tools and placing parts and materials into position under the supervision of an employee in a higher wage group;
issuing and/or receiving components and tools to and from workshop and maintaining a record of such tools;
issuing materials previously recorded by storekeepers;
limewashing of buildings;
loading and unloading vehicles;
making crates;
marking and/or stencilling by brush or spraygun packages and/or parts;
masking;
mixing by hand or machine materials including concrete and mortar, but excluding colour blending and fibre glass constituents;
moving and/or stacking and/or unpacking goods;
operating goods lifts and letter copying or duplicating machines;
painting by brush and/or gun, axles, brake drums, chassis and underside of vehicle bodies and of trailers;
painting by brush front and rear bumpers, wheels of commercial vehicles or bus chassis, rough waterproofing paint on canvas, rough stuff to inside of vehicle bodies;
polishing by hand or machine in connection with the painting of motor vehicles;
preparing food for cooking;
pre-treating metal by chemical process in panel beating establishments;
recording and/or checking identification marks on goods, registration numbers of vehicles;
removing pitch from batteries;
repairing curing tubes and sectional bags;
rubbing down of filling, primer and putty;
sandpapering;
screwing down moulds;
sealing batteries;
smelting of shavings into ingot form;
sorting goods and recording the result;
stirring materials;
stripping tyres;
teasing coir and horsehair;
trimming tyres;

sitplekke;
sitplekkoortreksels;
doppe;
voorst en agterste bladvere;
oliebakmoere en -boute;
skerms;
klepdeksels;
waterslange;
vensterrame;
handruitslingers;

- (c) klokke volgens die regte tyd stel;
(d) veiligheids gordels aanbring aan voertuie, waar daar hegpunte bestaan;
(e) waaierbande aanbring en stel waar geen meettoestelle of -instrumente nodig is nie, los sitplekkoortreksels aanbring waar geen verandering daaraan nodig is nie;
(f) met betrekking tot voorafleweringdienste aan ongelisensieerde nuwe voertuie alleenlik—

(i) die volgende nagaan en daaroor rapporteer—
bakleplekke;
enjin-, ewenaar- en ratkasleplekke; en/of die werking van—
alle elektriese verbruikspunte;
voorst sitplekverstellers;
rigtingaanwysers;
klokke;
deur- en vensterhandvatsels;
deure, slotte en sleutels;
windskermeveers en -wassers;

met dien verstande dat defekte wat deur 'n herstelwinkel-assistent gerapporteer word, nie deur 'n ander werknemer as 'n vakman, 'n B/A-vakman of 'n vakleerling reggemaak mag word nie;

(ii) die volgende nagaan en, indien nodig, regstel—
smoorklep, enjinkap, aansitter, handversneller, verwarmers- en ventileerkabels;
alle waterpypverbindings vir koelstelsels, om te sien of daar nie water uitlek nie;
alle elektriese verbindings om te sien dat dit stewig is;
generator- en alternatorbande om te sien of dit die regte spanning het, behalwe waar meetinstrumente nodig is;

met dien verstande dat die verrigting van enig een van die werksaamhede in hierdie woordskrywing opgenoem, nie so uitgelê mag word dat dit die verrigting van vakmanswerk wat met sodanige werksaamhede in verband staan, toelaat nie.

(OPMERKING.—Die getal herstelwinkelassistent wat in een bepaalde bedryfsinrigting in diens geneem kan word, word beheer deur die getalsverhoudingsbepalings van klousule 28 van hierdie Ooreenkoms.) (66)

(35) „Inspuituitrustingshersteller, ongekwalifiseer” beteken 'n werknemer, uitgesonderd 'n minderjarige, wat onder die toesig van 'n vakman uitsluitlik brandstofpompe en/of inspuisers in 'n inspuituitrustingswerkwinkel herstel en/of opknop en wat nie dokumentêre bewys dat hy minstens een jaar ononderbroke ondervinding van sodanige werk het, kan lewer nie. (38)

(36) „Inspuituitrustingshersteller, gekwalifiseer” beteken 'n werknemer, uitgesonderd 'n minderjarige, wat onder die toesig van 'n vakman uitsluitlik brandstofpompe en/of inspuisers in 'n inspuituitrustingswerkwinkel herstel en/of opknop en wat dokumentêre bewys kan lewer dat hy minstens een jaar ononderbroke ondervinding van sodanige werk het. (39)

(OPMERKING.—Die getal inspuituitrustingsherstellers, hetsy ongekwalifiseer of gekwalifiseer, wat in een bepaalde bedryfsinrigting in diens geneem kan word, word beheer deur die getalsverhoudingsbepalings van klousule 28 van hierdie Hoofstuk van hierdie Ooreenkoms.)

(37) „Jeugdige arbeider” beteken 'n werknemer wat jonger as 18 jaar is, wat nie meer as 18 maande ondervinding het nie en wat hoofsaaklik of uitsluitlik een of meer van die werksaamhede verrig wat in paragrawe (a) en (b) van die omskrywing van „Arbeider” genoem word. (42)

(OPMERKING.—Die getal jeugdige arbeiders wat in een bepaalde bedryfsinrigting in diens geneem kan word, word beheer deur die getalsverhoudingsbepalings van klousule 28 van hierdie Hoofstuk van hierdie Ooreenkoms.)

(38) „Kantoor-, pakhuis-, verkoops- en klerklike werknemers” beteken werknemers vir wie lone voorgeskryf word in Bylae B van klousule 25. (49)

(39) „Klerk” beteken 'n werknemer wat hoofsaaklik of uitsluitlik skryf- en/of tik- en/of enige ander vorm van klerklike werk verrig en ook 'n pakhuisman, tydopnemer en telefonis. (30)

(40) „Korttyd” beteken 'n tydelike vermindering in die getal gewone werkure as gevolg van 'n slappe in of die vereistes van die handel, 'n tekort aan materiaal, 'n algemene onklaarraking van 'n installasie of masjinerie weens 'n ongeluk of ander onvoor-

weighing and recording the result;
wrapping of goods;
writing of addresses copied from invoices or packing slips;

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

(d) subject to the provisions of Clause 27 which fixes the minimum wage for driving vehicles, an employee who in addition to performing any of the duties enumerated in paragraphs (a), (b) and (c) of this definition, may also drive vehicles. (2)

(44) “Motor cycle mechanic's assistant” means an employee mainly or exclusively engaged on—
truing of spoked wheels;
fitting of new spokes to wheels;
removing—

controls, crash bars, exhaust and oil lines, external sheet-metal clutch covers, footrests, fuel tanks, handle bars, hooters, lamps, licence holders, mudguards, pillions, rear-view mirrors, saddles, side cars and carrier bodies of commercial type two and three-wheel carriers, stands, sheet-metal chain guards;

provided that he shall do no work in connection with electrical wiring and that he shall not dismantle any mechanical units prior to, or in the course of removing the parts enumerated in this definition. (46)

NOTE.—The number of motor cycle mechanic's assistants that may be employed in any one establishment is governed by the ratio provisions of Clause 28 of this Chapter of this Agreement.

(45) “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. (45)

(46) “Motor Industry” or “Industry” without in any way limiting the ordinary meaning of the expression and subject to the provisions of the demarcation determination published under Government Notice No. R.1971 of 30th November, 1962, and clarified in Government Notice No. R.376 of 13th March, 1964, means—

(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;

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

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

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 per-

siene noodgeval, onvoorsiene gebeurtenis en/of omstandigheid buite die beheer van die werkgewer, voorraadopname of 'n stopsetting van werk wat toegestaan is op versoek van 'n meerderheid van die werknemers in die bedryfsinrigting of 'n gedeelte daarvan. (71)

(41) „Leweransier-verkoper” beteken 'n werknemer wat hoofsaaklik of uitsluitlik bestellings vra en/of neem vir die herstel en vir die verkoop en/of lewering van implemente, masjinerie en uitrusting of toestelle of bybehorens of materiaal vir gebruik in verband met sodanige implemente, masjinerie, uitrusting of toestelle, en wat sodanige nuwe of herstelde goedere mag aflewer en geld mag invorder en wat daarbenewens sodanige implemente, masjinerie, uitrusting of toestelle mag olie, smeer en skoonmaak en gedurende enige tydperk wat 'n nuwe voertuig gewaarborg is kleinere verstelwerk aan sodanige voertuig mag verrig soos om die vonkproppe en oliefilters te vervang, waaierbande te vervang, aan te bring en stywer te maak; nuwe batterykabels en gloeilampe in te sit, die olie in lugfilters te vervang; kleinere verstelwerk te verrig aan vergassers en ander dergelike verstelwerk te doen, maar wat geen werktuigkundige herstelwerk mag verrig nie. (76)

(42) „Loon” beteken die geldbedrag wat aan 'n werknemer betaalbaar is kragtens klousule 25 van Hoofstuk I, klousule 10 van Deel I van Hoofstuk II, klousule 5 van Deel 2 van Hoofstuk II, klousule II van Hoofstuk III, klousule 8 van Hoofstuk IV en klousule 10 van Hoofstuk V ten opsigte van sy gewone werkure soos voorgeskryf in klousule 29 van Hoofstuk I, klousule 7 van Deel I van Hoofstuk II en klousule 13 van Hoofstuk III; met dien verstande dat—

- (i) indien 'n werkgewer gereeld 'n werknemer ten opsigte van sodanige werkure 'n hoër bedrag betaal as dié wat in enigeen van genoemde klousules vir sodanige werknemer voorgeskryf word, dit sodanige hoër bedrag beteken;
- (ii) die bepaling van voorbehoudsbepaling (i) van hierdie woordomskrif nie só uitgelê mag word dat dit enige besoldiging bedoel of insluit wat 'n werknemer, wat stukwerk verrig of in diens is op die grondslag bepaal in klousule 24 van Hoofstuk I of klousule 10 van Hoofstuk III of klousule 9 van Hoofstuk V, bo en behalwe die bedrag ontvang het wat hy sou ontvang het indien hy nie op sodanige grondslag in diens was nie. (82)

(43) „Los arbeider” beteken 'n arbeider wat vir hoogstens drie dae in 'n bepaalde week deur dieselfde werkgewer in diens geneem word vir enigeen van die pligte opgenoem in die omskrywing van „arbeider” in hierdie Hoofstuk van die Ooreenkoms. (27)

(44) „Los winkelasistent/klerk” beteken 'n werknemer wat tydelik of in 'n los hoedanigheid deur dieselfde werkgewer vir hoogstens 23 uur, aaneenlopend of andersins, in 'n bepaalde maand in diens geneem word vir enigeen van die pligte van 'n „winkelasistent/verkoopman” of „klerk”, na gelang van die geval, soos in hierdie Ooreenkoms omskryf. (28)

(45) „Monteur van nuwe motorvoertuig” beteken 'n werknemer in 'n bedryfsinrigting wat, in verband met die montering van nuwe motorvoertuie, uitsluitlik of hoofsaaklik vere, stampers, treeplanke, modderskerms, skerms, buitelampe, enjinkappe, asse, verkoelers, kajuite, enjinmodderpanne, bakke, roosters, sitplekke en stuurkassamestelsel aanbring. (48)

(46) „Motorfietswerktuigkundige se assistent” beteken 'n werknemer wat hoofsaaklik of uitsluitlik speekwiele in die haak bring; nuwe speke aan wiele aanbring; uitlaat- en oliepype, kontroles, brandstoftanks, kettingskutte van plaatmetaal, buitenste koppelaardeksels van plaatmetaal, modderskerms, saels, agtersaels, stuurstange, voetstutte, skermrelinge, lamps, standers, toeters, terugkykspieëls, lisensiehouers, syspanne en draagbakke van twee- en drie-wieldraers van die kommersiële tipe verwyder; met dien verstande dat hy geen werk in verband met die elektrotegniese bedrading mag doen nie en dat hy nie werktuigkundige eenhede voor of in die loop van die verwydering van die dele in hierdie omskrywing geneem, mag uitmekaarhaal nie. (44)

(OPMERKING.—Die getal motorfietswerktuigkundige se assistente wat in een bepaalde bedryfsinrigting in diens geneem kan word, word beheer deur die getalsverhoudingsbepalings van klousule 28 van hierdie Hoofstuk van hierdie Ooreenkoms.

(47) „Motornywerheid” of „Nywerheid” beteken, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk en behoudens die bepalinge van die afbakeningsvasstelling gepubliseer by Goewermentskennissgewing No. R. 1971 van 30 November 1962 en verduidelik by Goewermentskennissgewing No. R.376 van 13 Maart 1964—

- (a) monter-, oprigtings-, toets-, hervervaardigings-, herstel-, opknappings-, bedradings-, stoffeer-, spuitverf-, verf- en/of vernuwigingswerk uitgevoer in verband met—
 - (i) die onderstelle en/of bakke van motorvoertuie;
 - (ii) binnebrandmotore en transmissie-onderdele van motorvoertuie;
 - (iii) die elektriese uitrusting in verband met motorvoertuie, met inbegrip van radio's;

sons and/or goods and/or loads and includes trailers and caravans but shall not include any equipment designed to run on fixed tracks, trailers designed to transport loads of 20 tons or over, or aircraft; and

“vehicle body building” means any or all of the following activities carried on in a vehicle body building establishment, but shall not include vehicle body building done by assembly establishments incidentally to the assembling of motor vehicles—

- (a) The construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;
- (b) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure and the assembling, adjusting and installation of parts in cabs, bodies or on the superstructure of vehicles;
- (c) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;
- (d) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;
- (e) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructures;
- (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 motor 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) “equipment” shall not be taken to mean motor cars, motor lorries and/or motor trucks;
 - (d) motor vehicle or other vehicle bodies and/or superstructures and/or parts of 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 in so far as it is carried on incidentally to the assembly of motor vehicles other than caravans and trailers. (47)

(47) “Motor vehicle salesman/saleslady” means an employee mainly or exclusively engaged in the selling of motor vehicles and who, in addition to a wage as defined in this Agreement is paid a commission on such sales. (49)

(48) “New motor vehicle assembler” means an employee in any establishment who in connection with the assembly of new motor vehicles mainly or exclusively fits—

springs, bumpers, footboards, running boards, fenders, valances, exterior lamps, engine bonnets, axles, radiators, cabs, bodies, grilles, seats, engine mud trays and steering box assemblies. (45)

(49) “Office stores, sales and clerical employees” means employees for whom wages are prescribed in Schedule B to clause 25. (38)

- (b) motoringenieurswerk;
- (c) die herstel, vulkanisering en/of versool van buitebande;
- (d) die herstel, diensing en/of vernuwing van batterye van motorvoertuie;
- (e) die onderneming vir die parkering en/of bewaring van motorvoertuie;
- (f) die onderneming wat gedryf word deur vul- en/of diensstasies;
- (g) die onderneming wat hoofsaaklik of uitsluitlik gedryf word in verband met die verkoop van motorvoertuie of motorvoertuigdele en/of -onderdele en/of -bybehorens (hetsy nuut of gebruik) in verband daarmee, afgesien daarvan of sodanige verkoping geskied vanuit persele wat verbonde is aan 'n gedeelte van 'n bedryfsinrigting waarin die montering van en/of herstelwerk aan motorvoertuie uitgevoer word of nie;
- (h) die onderneming in verband met motorslopingswerwe;
- (i) die onderneming van vervaardigingsbedryfsinrigting waarin motorvoertuigdele en/of -onderdele en/of -bybehorens en/of samestellende dele daarvan vervaardig word;
- (j) voertuigbakbouwerk;
- (k) die verkoop van trekkers, landbou- en besproeiingsuitrusting (nie in verband met die vervaardiging daarvan nie) in die Republiek van Suid-Afrika, maar uitgesonderd die landdrosdistrik Kimberley, ten opsigte van—
 - (i) landbou- en besproeiingsuitrusting, en
 - (ii) trekkers, behalwe wanneer onderneem deur bedryfsinrigtings wat in aansienlike mate betrokke is by die verkoop en/of herstel van ander motorvoertuie;

Vir die toepassing van hierdie omskrywing beteken—

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

„motorvoertuig” enige wielvoertuig wat met meganiese krag (uitgesonderd stoom) of elektrisiteit aangedryf word en wat bedoel is vir karweiwerk en/of vir die vervoer van persone en/of goedere en/of vragte, en ook sleepwaens en woonwaens, maar nie ook uitrusting wat ontwerp is om op vaste spore te loop, sleepwaens wat bedoel is vir die vervoer van vragte van 20 ton of meer of vliegtuie nie; en

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

- (a) Die bou, herstel of opknapping van kappe en/of bakke en/of enige bobou vir enige tipe voertuig;
- (b) die vervaardiging of herstel van onderdele vir kappe en/of bakke en/of enige bobou en die montering, stel en installering van dele in kappe, bakke of op die bobou van voertuie;
- (c) die aanbring van kappe en/of bakke en/of enige bobou aan die onderstel van enige tipe voertuig;
- (d) die bestryking en/of versiering van kappe en/of bakke en/of enige bobou met 'n preserveermiddel of versiermiddel;
- (e) die uitrusting, meubilering en afwerking van die binnekant van kappe en/of bakke en/of die bobou;
- (f) die bou van sleepwaens, uitgesonderd die vervaardiging van wiele en asse daarvoor;
- (g) alle werksaamhede wat in verband staan met of voortvloei uit die werksaamhede genoem in paragrawe (a), (b), (c), (d), (e) en (f).

Vir die toepassing van hierdie omskrywing, omvat „voertuig” nie 'n vliegtuig nie en omvat „motornywerheid” soos hierbo omskryf, nie die volgende nie:—

- (i) die vervaardiging van motorvoertuigdele en/of -bybehorens en/of -reserwedele en/of -onderdele in bedryfsinrigtings wat gewoonlik metaal- en/of plastiekgoedere van 'n ander aard op 'n aansienlike skaal vervaardig en daarvoor aangelê is, of die verkoop van motorreserwedele en -bybehorens deur monteerinrigtings vanuit sodanige bedryfsinrigtings;
- (ii) die montering, oprigting, toets, herstel, verstel, opknapping, bedrading, bespuiting, verf en/of vernuwing van landbou-trekkers, behalwe waar dit uitgevoer word in bedryfsinrigtings wat gewoonlik 'n soortgelyke diens ten opsigte van motorkarre, motorvragwaens of motortrokke lewer;
- (iii) die vervaardiging en/of onderhoud en/of herstel van—
 - (a) uitrusting vir siviele en werktuigkundige ingenieurswerk en/of dele waarvan, afgesien daarvan of dit op wiele gemonteer is of nie;
 - (b) landbou-uitrusting of dele daarvan; of

(50) “Parking and/or storing motor vehicles—business of” means any business carried on for profit wherein cars are received for storage, whether for short or long periods and whether or not the establishment or such business is open 24 hours per day or less. (54)

(51) “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. (10)

(52) “Passenger lift attendant” means an employee who is mainly or exclusively engaged in operating a passenger lift. (55)

(53) “Piece-work” means any system by which earnings are based solely on quantity or output of work done. (70)

(54) “Punch-card operator” means an employee mainly or exclusively engaged in the operation of hand or electrically activated papertape or card-punching and/or verifying machines, excluding the setting of circuits on such machines. (56)

(55) “Qualified” in relation to employees referred to in Schedules A and B to clause 25 (Wages), means employees who have had not less than the periods of experience set out in the Schedule hereunder:—

SCHEDULE

Class of Employees	Male	Female
Shop Assistant, Salesman, Motor vehicle Salesman and/or Clerical Employee	5 years	4 years
Supply Salesman	3 years	—
Traveller	4 years	4 years
Punch Card Operators	1 year	1 year

(31)

(56) “Radiator repairer” means an employee mainly or exclusively engaged in one or more of the following operations:—

Operating pre-set crimping or forming machines; 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; dismantling radiators. (78)

(57) “Region BR” means those areas defined as “Area A (BR)” and “Area B (BR)”. (61)

(58) “Region EP” means those areas defined as “Area A (EP)” and “Area B (EP)”. (62)

(59) “Region NC” means those areas defined as “Area A (NC)”, “Area B (NC)” and “Area C (NC)”. (63)

(60) “Region NL” means the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu. (64)

(61) “Region OFS” means the Province of the Orange Free State. (65)

(62) “Region TVL” means the Province of the Transvaal. (66)

(63) “Region WP” means those areas defined as “Area A (WP)”, “Area B (WP)” and “Area C (WP)”. (67)

(64) “Regional Council” means a committee appointed as such by the Council in terms of its Constitution. (68)

(65) “Relief clerical employee” means a clerical employee who is temporarily employed for a period of not more than 28 calendar days in any six months for the purpose of carrying out the duties of a clerical employee who is absent from work. (1)

NOTE.—Relief clerical employees must be paid in accordance with the provisions of sub-clause (i) of Schedule B to Clause 25 of this Chapter.

(66) “Repair shop assistant” means an employee in any establishment in whose workshop at least two journeymen are actively engaged on journeyman's work and who, mainly or exclusively—

- (a) under the supervision and direction of at least one journeyman, removes parts or units from motor vehicles;
- (b) under the supervision and direction of a journeyman, replaces—
 - bodies;
 - body mouldings;
 - bonnets;

(c) uitrustings wat bedoel is vir gebruik in fabriek en/of werkinkels; met dien verstande dat, vir die toepassing van (a), (b) en (c), „uitrustings” nie geag word motorkarre, motorvragwaens en/of motortrokke te beteken nie;

(d) motorvoertuig- of ander voertuigbakke en/of bobou en/of dele of onderdele daarvan gemaak van staalplate van een agste duim dik of dikker, wanneer uitgevoer in bedryfsinrigtings wat aangelê is vir en gewoonlik betrokke is by die vervaardiging en/of onderhoud en/of herstel van uitrustings van siviele en/of werktuigkundige ingenieurswerk op 'n aansienlike skaal;

(iv) monteringsinrigtings, wat beteken bedryfsinrigtings waarin motorvoertuie gemonteer word uit nuwe onderdele op 'n monterband, en ook die vervaardiging en/of maak van motorvoertuigdele of -onderdele wanneer uitgevoer in sodanige bedryfsinrigtings, maar dit omvat nie ook voertuigbouwerk nie behalwe vir sover dit uitgevoer word in verband met die montering van motorvoertuie uitgesonderd woonwaens en sleepwaens. (46)

(48) „Motorslopingswerf” beteken 'n bedryfsinrigting waarin motorvoertuie opgebreek en gebruikte onderdele daarvan verkry word en waarin, waarop of waaruit sodanige onderdele of alleen of saam met nuwe onderdele en/of bybehorens verkoop word. (45)

(49) „Motorvoertuigverkoopster/-verkoopster” beteken 'n werknemer wat hoofsaaklik of uitsluitlik in diens is om motorvoertuie te verkoop en wat, benewens 'n loon soos in hierdie Ooreenkoms omskryf, 'n kommissie op sodanige verkope betaal word. (47)

(50) „Noodwerk” beteken werk—

(a) in verband met die terugbring van stukkende voertuie of voertuie wat in ongelukke betrokke was;

(b) wat nodig is—

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

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

(iii) om dit moontlik te maak dat noodsaaklike dienste gelewer word soos sanitêre dienste, openbare vervoer, die onderhoud of herstel van fabrieksmasjinerie en/of landboumotorvoertuie, die lewering of distribusie van bederfbare voedsel, reise deur mediese praktisyns vir die verrigting van hul werk, of dienste van 'n dergelike aard. (33)

(51) „Ondervinding” beteken die totale tydperk of tydperke diens van 'n werknemer by of sy huidige of 'n ander werkgever in die bepaalde beroep waarin hy werksaam is; met dien verstande dat slegs dienstydsperke in die Motornywerheid vir hierdie doel in aanmerking geneem word in die geval van klerke wat hoofsaaklik of uitsluitlik voorraadregisters byhou, kosteberekeningsklerke, manlike en vroulike winkelasistente, verkopers en verkoopsters, pakhuismanne en manlike en vroulike handelsreisigers en voorts met dien verstande dat—

ondervinding, met betrekking tot 'n tikster, pakhuisman, tydopnemer of telefonis, die totale tydperk of tydperke diens beteken wat 'n werknemer onderskeidelik as tikster, pakhuisman, tydopnemer of telefonis gehad het.

Vir die toepassing van hierdie omskrywing beteken „kosteberekeningsklerk” 'n klerk wat hoofsaaklik of uitsluitlik die koste bereken van dienste wat gelewer en/of goedere wat verskaf is deur of in verband met die Motornywerheid. (35)

(52) „Ongekwalifiseer” beteken, met betrekking tot werknemers genoem in Bylaes A en B van klousule 25 (Lone), dié werknemers wat minder ondervinding het as die tydperke ondervinding wat vir gekwalifiseerde werknemers in hul onderskeie klasse voorgeskryf word. (80)

(53) „Pakhuisman” beteken 'n werknemer wat hoofsaaklik of uitsluitlik beheer het oor voorrade. (73)

(54) „Parkerings- en/of bewaring van motorvoertuie—onderneming vir” beteken enige onderneming wat gedryf word vir wins en waarin motorkarre ontvang word vir bewaring, hetsy vir kort of vir lang tydperke en afgesien daarvan of die bedryfsinrigting of sodanige onderneming vir 24 uur per dag of korter op is. (50)

(55) „Passasiershyserbediener” beteken 'n werknemer wat hoofsaaklik of uitsluitlik 'n passasiershyser bedien. (52)

(56) „Ponskaartoperateur” beteken 'n werknemer wat hoofsaaklik of uitsluitlik hand- of elektriese aangedrewe papierlint- of kaartpomp- en/of verifieermasjiene bedien maar nie die stroompane op sodanige masjiene regstel nie. (54)

(57) „Raad” beteken die Nasionale Nywerheidsraad vir die Motornywerheid wat ooreenkomstig die bepalinge van artikel 19 van die Wet op Nywerheidsversoening, 1956, soos gewysig, gereguleer is. (31)

bumpers;
cabs;
coil springs, rear;
doors (excluding final adjustments);
door handles;
exhaust lines (excluding manifolds) where no modification is required;
floor boards;
floor covers;
fuel tanks;
generators (but not electrical connections);
glass, all, other than windscreens and rear lights;
flywheel covers detachable;
gravel pans;
grilles;
handrail brackets;
lamps;
mudguards;
mud trays, engine;
panels, inside;
panels, exterior, and fittings other than where welded;
radiators;
radiator plugs;
running boards;
seats;
seat covers;
shells;
springs, leaf, front and rear;
sump nuts and bolts;
valances;
valve covers;
water hoses;
window frames;
window winders manual;

(c) set clocks to correct time;

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

(e) fits and adjusts fan belts where no measuring devices or instruments are necessary, fits loose seat covers when no alteration to them is necessary;

(f) in relation to pre-delivery services on unlicensed new vehicles only—

(i) checks and reports on—
body leaks;

engine, differential and gearbox leaks; and/or the operation of—

all electrical consumer points;
front seat adjusters;
direction indicators;
clocks;
door and window handles;
doors, locks and keys;
windscreen wipers and washers;

provided that any defects reported by a Repair Shop Assistant shall not be rectified by an employee other than a journeyman, B/A journeyman or an apprentice;

(ii) checks and if necessary, adjusts—

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

all cooling-system hose connections for water leaks;

all electrical connections for tightness;

generator and alternator belts for correct tension, except where measuring instruments are necessary;

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

NOTE.—The number of repair shop assistants that may be employed in any one establishment is governed by the ratio provisions of Clause 28 of this Agreement. (34)

(67) „Scooter worker” means an employee mainly or exclusively engaged under the supervision of a journeyman, motor or motor cycle mechanic on the assembling and/or stripping of scooters other than the assembling or stripping of the engines, electrical fittings, transmissions, telescopic forks, hydraulic shock absorbers and controls. (8)

NOTE.—The number of scooter workers that may be employed in any one establishment is governed by the ratio provisions of Clause 28 of this Agreement.

(58) „Skof” beteken die getal ure, uitgesonderd oortydure, wat 'n werkgewer toegelaat word om sy werknemers op 'n bepaalde dag in die gewone loop van hul diens te laat werk. (69)

(59) „Skoonmaakster” beteken 'n vrou wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte vervul:—

Persele, toilet kamers, meubels, gerei of soortgelyke artikels skoonmaak en/of was;
tee of soortgelyke drankte berei en/of opdis;
voedsel wat nie vir verkoop aan die publiek bedoel is nie, berei en/of opdis. (29)

(60) „Speekwielsteller” beteken 'n werknemer wat uitsluitlik of hoofsaaklik die speekwiele van motorkarre en motorfietsse in die haak bring. (72)

(61) „Streek BR” beteken daardie gebiede soos omskryf in „Gebied A (BR)” en „Gebied B (BR)”. (57)

(62) „Streek EP” beteken daardie gebiede soos omskryf in „Gebied A (EP)” en „Gebied B (EP)”. (58)

(63) „Streek NC” beteken daardie gebiede soos omskryf in „Gebied A (NC)”, „Gebied B (NC)” en „Gebied C (NC)”. (59)

(64) „Streek NL” beteken die provinsie Natal en die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu. (60)

(65) „Streek OFS” beteken die provinsie Oranje-Vrystaat. (61)

(66) „Streek TVL” beteken die provinsie Transvaal. (62)

(67) „Streek WP” beteken daardie gebiede soos omskryf in „Gebied A (WP)”, „Gebied B (WP)” en „Gebied C (WP)”. (63)

(68) „Streekraad” beteken 'n komitee wat die Raad ooreenkomstig die bepalings van sy konstitusie as sodanig aangestel het. (64)

(69) „Stroper” beteken 'n werknemer in 'n bedryfsinrigting waarin een, maar hoogstens een, gekwalifiseerde motorwerktuigkundige of motorelektrisiën aktief werksaam is in die werkwinkel, naamlik 'n werknemer wat onder die toesig van sodanige motorwerktuigkundige of motorelektrisiën hoofsaaklik of uitsluitlik—

(a) die volgende verwyder en/of vervang of terugplaas—

platformbakke;
stampers;
verwyderbare vliegwielskerms;
deurhandvatsels;
deurbeslagkussinkies;
enjinspatpanne;
vloerbedekkings;
buikplanke;
brandstoftens;
gruispanne;
handslingers vir vensters;
treeplanke;
sitplekke;
sitplekoortreksels wat geen verandering nodig het nie;

(b) die volgende verwyder maar nie vervang of terugplaas nie—

uitlaatpype;
waaierbande;
generators;
roosters;
bladvere;
verkoelers;
aansitters;
skerm;
waterslange;

(c) klokke volgens die regte tyd stel;

(d) veiligheids gordels aanbring waar daar hegpunte verskaf word;

(e) die volgende nagaan en verslag daaroor doen—

stof- of waterlekplekke in bakke;
olielekkie uit ewenaars, enjins en ratkaste;

(f) die werking van die volgende nagaan—

deurhandvatsels;
elektriese verbruikspunte;
slotte en sleutels;
handslingers vir vensters;
windskermveërs;
wasters;

met dien verstande dat, in verband met paragrawe (e) en (f), alleenlik vakmanne of vakleerlinge defekte mag herstel. (74)

OPMERKING.—

(1) Vir die toepassing van hierdie woordomskrywing kan „gekwalifiseerde motorwerktuigkundige of motorelektrisiën” so uitgelê word dat 'n alleencienaar, vennoot, direkteur of werknemer daarmee bedoel word.

(2) Die getal stropers wat in een bepaalde bedryfsinrigting in diens geneem kan word, word beheer deur die getalsverhoudingsbepalings van klousule 28 van hierdie Hoofstuk van hierdie Ooreenkoms.

(68) „Service supply salesman” means a journeyman who is mainly or exclusively engaged in oiling, greasing, cleaning and adjusting or repairing implements, machinery, equipment or appliances; 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; and shall include persons who at the time when this Agreement comes into operation are employed as service supply salesmen as defined in the Agreement published under Government Notice No. 323 of the 24th February, 1956 (as amended), but who do not comply with the definition of „journeyman” as defined in this present agreement. (11)

(69) „Shift” means the number of hours excluding overtime which an employer is permitted to work his employees on any day in the normal course of employment. (58)

(70) „Shop assistant/salesman” means an employee who mainly or exclusively performs any of the following duties in or about an accessory shop or motor vehicle salesroom and/or showroom and/or any other establishment on or from which motor vehicles are sold:—

(a) Attending to customers;

(b) displaying goods;

(c) keeping and controlling stocks;

(d) assembling orders by means of getting out from stock and putting together goods required to fulfil orders, using an order form or an invoice;

(e) ticket writing;

(f) despatching goods out of any establishment to departments or for transit;

(g) selling goods or merchandise;

(h) selling motor vehicles. (86)

(71) „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 contingency and/or circumstances beyond the employer's control, stocktaking or stoppage of work granted at the request of a majority of the employees in the establishment or portion thereof. (40)

(72) „Spoke wheel truer” means an employee mainly or exclusively engaged on truing of spoke wheels of motor cars and motor cycles. (60)

(73) „Storekeeper” means an employee who is mainly or exclusively engaged in the control of stocks or stores. (53)

(74) „Stripper” means an employee in any establishment in which one but not more than one qualified motor mechanic or auto-electrician is actively engaged in the workshop who under the supervision of such motor mechanic or auto-electrician mainly or exclusively—

(a) removes and/or replaces—

platform bodies;
bumpers;
detachable flywheel covers;
door handles;
door trim pads;
engine splash trays;
floor covers;
floor boards;
fuel tanks;
gravel pans;
manual window winders;
running boards;
seats;
seat covers that require no alteration;

(b) removes but does not replace—

exhaust lines;
fan belts;
generators;
grilles;
leaf springs;
radiators;
starters;
valances;
water hoses;

(c) sets clocks to correct time;

(d) fits safety belts where anchor points are provided;

(70) „Stukwerk” beteken enige stelsel waarvolgens verdienste uitsluitlik op die hoeveelheid of omvang van gedane werk gebaseer word. (53)

(71) „Toesighouer” beteken 'n werknemer wat in Streke BR, NL, OFS en TVL deur die werkgewer aan die hoof van 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting waarin vulkaniseerwerk verrig word, geplaas word met die doel om werk aan die werknemers in sodanige bedryfsinrigting of gedeelte van 'n bedryfsinrigting toe te wys en toesig oor sodanige werk te hou terwyl dit in die bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting aan die gang is, en sodanige toesighouding het betrekking op alle werksaamhede wat met vulkaniseerwerk in verband staan. (75)

(72) „Tydopnemer” beteken 'n werknemer wat hoofsaaklik of uitsluitlik die arbeidskoste van 'n taak bereken, betaalstate opstel en klerklike werk verrig in verband met die werknemerskorps van 'n bedryfsinrigting. (77)

(73) „Uurloon” beteken die weekloon voorgeskryf in klousule 25 van hierdie Ooreenkoms of die werklike weekloon wat betaal word (naamlik die bedrag wat die grootste is), gedeel deur 46 in die geval van ander werknemers as deeltydse werknemers, en deur die getal gewone ure gewerk in enige week, in die geval van deeltydse werknemers. (37)

(74) „Vakleerling” beteken 'n werknemer wat diens doen volgens 'n skriftelike leerlingskontrak wat geregistreer is of geag word geregistreer te wees ooreenkomstig die bepalings van die Wet op Vakleerlinge, 1944 (Wet No. 37 van 1944), en ook 'n minderjarige wat ooreenkomstig die bepalings van daardie Wet op proef-aangestel is. (3)

(75) „Vakman” beteken 'n persoon wat vakmanswerk verrig en wat—

- (a) 'n leertyd as vakleerling in 'n aangewese ambag uitgedien het ooreenkomstig die vereistes van die Wet op Vakleerlinge of ooreenkomstig 'n skriftelike kontrak wat deur 'n streekraad goedgekeur is; of
- (b) in besit is van 'n Graad A-lidmaatkaart wat deur die Motor Industry Employees' Union of South Africa of die Motor Industry Combined Workers' Union uitgereik is; of
- (c) in besit is van 'n sertifikaat wat ooreenkomstig die bepalings van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik is. (40)

(OPMERKING.—Kyk woordoms krywing No. 3 hierbo vir 'n omskrywing van „B/A-vakman”.)

(76) „Vakmanswerk” beteken werk in enige aangewese ambag (ooreenkomstig die bepalings van die Wet op Vakleerlinge, 1944), in verband met die werksaamhede wat deur die omskrywing van „Motornywerheid” gedek word. (41)

(77) „Verdienste” beteken enige betaling gedoen of verskuldig aan 'n werknemer (met inbegrip van alle toelaes) wat op enige manier, van watter aard ook al, uit sy indiensneming ontstaan. (32)

(78) „Verkoelerhersteller” beteken 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende werksaamhede verrig:—

'n Voorafgestelde riffel- of vormmasjien bedien; waterpype en metaalstoke vir vinne volgens vasgestelde lengtes sny; terugvuumasjiene bedien; kernstukke deur middel van 'n pers volgens die vereiste groottes vorm; skoonmaak en vertin; kernstukke in suurbaddens en soldeervate dompel; waterhousers aan kernstukke vassweet; symure aan kernstukke vassweet; buise en buisplate vassweet; vulnekke volgens setmaat maak; verkoelers uitmekaarhaal. (56)

(79) „Vul- en/of diensstasie” beteken 'n bedryfsinrigting of daardie gedeelte van 'n bedryfsinrigting wat hoofsaaklik of uitsluitlik gebruik word vir die kleinhandelverkoop van petrol en/of olie en/of vir die smeer en/of was en/of poleer van motorvoertuie. (36)

(80) „Vulkaniseerder se werkmans” beteken 'n werkwinkelwerknemer, uitgesonderd 'n vakman, toesighouer, arbeider of vakleerling, wat vulkaniseerwerk verrig in 'n vulkaniseerder se bedryfsinrigting. (81)

(81) „Wag” beteken 'n werknemer wat hoofsaaklik die persele en goedere van die werkgewer bewaak en/of die motorvoertuie en goedere beskerm waarvan die werkgewer die bewaarder is. (83)

(82) „Week” beteken—

- (a) vir die toepassing van klousules 11 (Opgawes aan die Raad) en 34 (Motornywerheidontwikkelingsfonds) van Hoofstuk I van hierdie Ooreenkoms, 'n tydperk van sewe agtereenvolgende dae wat om middernag op 'n Sondag begin;
- (b) vir die toepassing van die res van die klousules van die Ooreenkoms, 'n tydperk van sewe agtereenvolgende dae. (84)

(83) „Werkwinkeladministrasiepersoneel” beteken klerke en/of anderdeelerkoopswerknemers wat hoofsaaklik in verband met nagaan van die werksaamhede genoem in paragrawe (a), (b), (c), (d) en (f) van die woordoms krywing van Motornywerheid, in diens geneem is. (85)

(e) checks for and reports on—

- dust or water leaks in bodies;
- oil leaks from differentials, engines and gearboxes;

(f) checks the operation of—

- door handles;
- electrical consumer points;
- locks and keys;
- manual window winders;
- windscreen wipers;
- washers;

provided that in relation to paragraphs (e) and (f) only journeymen or apprentices may rectify any faults. (69)

NOTE.—(1) for the purposes of this definition “qualified motor mechanic or auto-electrician” may be interpreted to refer to a sole proprietor, partner, director or employee.

(2) The number of strippers that may be employed in any one establishment is governed by the ratio provisions of Clause 28 of this Chapter of this Agreement.

(75) “Supervisor” means an employee who in Regions BR, NL, OFS and TVL is placed by the employer in charge of any establishment or portion of an establishment where vulcanising is carried on, for the purpose of allocating work to the employees in such establishment or portion of an establishment and the supervision of such work during its passage through the establishment or portion of an establishment and relates to all operations incidental to vulcanising. (71)

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

- changing plugs and oil filters;
- changing, fitting and tightening fan belts;
- fitting new battery cables and globes;
- changing oil in air filters;
- minor adjustments to carburettors and other similar adjustments, but who may not carry out mechanical repairs. (41)

(77) “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. (72)

(78) “Traveller” means an employee who, as the travelling representative of an establishment on behalf of such establishment, is mainly or exclusively engaged in inviting, canvassing or soliciting orders from duly licenced traders and/or other persons for—

- (a) the sale and/or supply to them of goods for resale and/or for use or consumption by such traders or other persons, and/or
- (b) the reconditioning, remanufacturing, or rebuilding of any motor vehicle component and who may in addition collect money on behalf of such establishment. (32)

(79) “Traveller's Assistant” means an employee who accompanies a traveller on his journey and assists in driving and in the packing, unpacking and displaying of samples. (33)

(80) “Unqualified”, in relation to employees referred to in Schedules A and B to Clause 25 (Wages) means employees who have had less than the periods of experience stipulated for qualified employees of their respective classes. (52)

(81) “Vulcaniser's operative” means a workshop employee other than a journeyman, supervisor, labourer or apprentice engaged in vulcanising work in a vulcaniser's establishment. (80)

(82) “Wage” means the amount of money payable to an employee in terms of Clause 25 of Chapter I, Clause 10 of Part I of Chapter II, Clause 5 of Part 2 of Chapter II, Clause 11 of Chapter III, Clause 8 of Chapter IV and Clause 10 of Chapter V in respect of his ordinary hours of work as prescribed in Clause 29 of Chapter I, Clause 7 of Part I of Chapter II and Clause 13 of Chapter III and Clause 10 of Chapter V, provided that—

- (i) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in any of the said clauses for such employee, it means such higher amount;
- (ii) the provisions of proviso (i) of this definition shall not be construed so as to refer to, or include any remuneration which an employee who is employed on any piecework

(84) „Werkwinkelwerknemer” beteken 'n werknemer, uitgesonderd 'n skoonmaakster, vroulike arbeider, arbeider of wag, vir wie lone voorgeskryf word in—

- (i) lys A van klousule 25 van Hoofstuk I;
- (ii) klousule 10 van Deel I van Hoofstuk II;
- (iii) klousule 5 van Deel II van Hoofstuk II;
- (iv) klousule 11 van Hoofstuk III;
- (v) klousule 8 van Hoofstuk IV;
- (vi) klousule 10 van Hoofstuk V. (86)

(85) „Wet” beteken die Wet op Nywerheidsversoening, 1956 (Wet No. 28 van 1956), soos gewysig. (2)

(86) „Winkelassistent/verkoper” beteken 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde werksaamhede verrig in of by 'n bybehorewinkels of 'n motorvoertuigverkooplokaal en/of -vertoonlokaal en/of enige ander bedryfsinrigting waarop of waaruit motorvoertuie verkoop word:—

- (a) Klante bedien;
- (b) goedere ten toon stel;
- (c) voorrade hou en beheer;
- (d) bestellings opmaak deur die goedere wat nodig is om bestellings uit te voer, uit voorrade te verkry en bymekaar te sit en 'n bestelvorm of faktuur daarvoor te gebruik;
- (e) kaartjies uitskryf;
- (f) goedere uit 'n bedryfsinrigting versend aan departemente of vir verdere versending;
- (g) goedere of handelsware verkoop;
- (h) motorvoertuie verkoop. (70)

KLOUSULE 4.—VRYSTELLINGS

(1) Die streekraade of die Raad mag vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen.

(2) Aansoek om vrystelling moet gedoen word by die Sekretaris van die Streekraad in wie se gebied die applikant sake doen of werksaam is.

(3) Die Streekraad of die Raad, na gelang van die geval, moet die voorwaardes stel waarop sodanige vrystelling van krag is en mag, indien hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon/persone, enige vrystellingsertifikaat intrek, afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(4) Die Sekretaris van die Streekraad of die Sekretaris van die Raad, na gelang van die geval, moet aan elke persoon aan wie vrystelling verleen is, 'n sertifikaat uitreik wat deur hom onderteken is en wat die volgende meld:—

- (a) Die naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarin die vrystelling van krag is.

(5) Die Sekretaris van die Streekraad of die Sekretaris van die Raad, na gelang van die geval, moet—

- (a) alle sertifikate wat uitgereik word, agtereenvolgens nommer;
- (b) 'n kopie van elke sertifikaat wat uitgereik word, bewaar; en
- (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

KLOUSULE 5.—BETALING VAN VERDIENSTE

(1) Alle verdienste moet, behoudens die bepalings van subklousule (2) van hierdie klousule, weekliks of maandeliks, na gelang van die geval, betaal word.

(2) (a) Werknemers wat weekliks besoldig word, moet die verdienste wat in subklousule (1) bedoel word, in kontant betaal word—

- (i) op enige weekdag, uitgesonderd Saterdag, wat na goedvinde van die werkgewer bepaal moet word, en wel op 'n tyd bepaal in die kennisgewing wat in paragraaf (b) van klousule 9 van hierdie Hoofstuk bedoel word; met dien verstande dat sodanige tyd so bepaal moet word dat weekliks besoldigde werknemers nie later nie as vyftien minute voor hul gewone sluitingstyd betaal word; of
- (ii) by diensbeëindiging as dit voor die gewone betaaldag van die betrokke werknemer plaasvind.

(b) Werknemers wat maandeliks besoldig word, moet die verdienste wat in subklousule (1) bedoel word, in kontant of per tjek betaal word voor of op die laaste werkdag van die maand of by diensbeëindiging as dit voor die betaaldag van die betrokke werknemer plaasvind.

or commission basis provided for in Clause 24 of Chapter I or Clause 10 of Chapter III or Clause 9 of Chapter V, received over and above the amount which he would have received if he had not been employed on such basis. (42)

(83) „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. (81)

(84) „Week” means—

- (a) for the purposes of Clauses 11 (Returns to Council) and 34 (Motor Industry Development Fund) of Chapter I of this Agreement, a period of seven consecutive days commencing at midnight on a Sunday;
- (b) for the purposes of the remaining clauses of the Agreement, a period of seven consecutive days. (82)

(85) „Workshop administrative staff” means clerical and/or spares sales employees employed mainly in conjunction with any of the activities specified in paragraphs (a), (b), (c), (d) and (f) of the definition of Motor Industry. (83)

(86) „Workshop employee” means any employee other than a char, female labourer, labourer or watchman for whom wages are prescribed in—

- (i) Schedule A to Clause 25 of Chapter I;
- (ii) Clause 10 of Part I of Chapter II;
- (iii) Clause 5 of Part II of Chapter II;
- (iv) Clause 11 of Chapter III;
- (v) Clause 8 of Chapter IV;
- (vi) Clause 10 of Chapter V. (84)

CLAUSE 4.—EXEMPTIONS

(1) Exemption from any of the provisions of this Agreement may be granted by Regional Councils or the Council.

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

(4) The Secretary of the Regional Council 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 of the Regional Council 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.

CLAUSE 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 paid employees shall be paid the earnings referred to in sub-clause (1) in cash—

- (i) on any week-day except Saturday at the discretion of the employer and at the time stipulated in the notice referred to in paragraph (b) of Clause 9 of this Chapter; provide that that time shall be such as to permit of all weekly paid employees having been paid by not later than 15 minutes before their ordinary stopping time; or
- (ii) on termination of employment if this takes place before the ordinary pay-day of the employee concerned.

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

(c) 'n Werknemer wat die dag waarop die verdienste van sy werknemers betaal word, wil verander, moet sy werknemers van sy voorneme om hierdie dag te verander, in kennis stel deur minstens 14 dae voordat die verandering plaasvind, 'n geskikte kennisgewing in 'n opvallende plek op sy perseel te vertoon.

(3) Alle verdienste moet aan die werknemers oorhandig word in verseelde houers waarop, of wat vergesel gaan van 'n staat waarop, die volgende gemeld word:—

- (a) Die naam van die werkgewer;
 - (b) die naam van die werknemer;
 - (c) die datum van betaling.
 - (d) die tydperk ten opsigte waarvan die bedrag betaal word;
 - (e) die getal gewone en oortydure gewerk en die verdienste wat verskuldig is;
 - (f) besonderhede van bedrae wat afgetrek is;
 - (g) die bedrag wat ingesluit is; en
 - (h) in die geval van ander werknemers as vakmanne, enige bedrag wat as verlofbesoldiging verskuldig is ingevolge subklousule (1) van Afdeling B van klousule 14.
- (4) Daar mag van geen werknemer vereis word om as deel van sy dienskontrak by sy werkgewer of op 'n plek wat deur die werkgewer aangewys is, in te woon en/of te loseer of om goedere van die werkgewer te koop nie.

(5) Behoudens andersluidende bepalings van hierdie Ooreenkoms, mag geen bedrag of skuldvergeliking hoegenaamd, uitgesonderd die volgende, van die verdienste waarop 'n werknemer gewoonlik geregtig is, afgetrek word nie:—

- (a) Behoudens die bepalings van klousule 14 van hierdie Hoofstuk, waar 'n werknemer van sy werk afwesig is (uitgesonderd afwesigheid weens verlof met betaling), 'n bedrag wat eweredig is aan sodanige afwesigheid, bereken op grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het; met dien verstande dat—
 - (i) waar sodanige afwesigheid te wyte is aan ongeskiktheid of siekte wat binne die bestek van die Ongevallewet, 1941, val, die bedrag wat ten opsigte van die eerste week afwesigheid afgetrek word, nie meer as 70% van die werknemer se loon mag beloop nie;
 - (ii) die werkgewer as 'n opskortende voorwaarde vir die betaling van 'n bedrag ingevolge voorbehoudsbepaling (i), van die werknemer kan vereis om 'n mediese sertifikaat in te dien waarop die aard en duur van die werknemer se ongeskiktheid gemeld word.
- (b) Behoudens die bepalings van klousule 14 van hierdie Hoofstuk en met die skriftelike toestemming van die werknemer, waar sodanige fondse nie deur 'n streekraad of die Raad geadministreer word nie, bedrae vir vakansie-, versekerings-, voorsorgs- en/of pensioenfondse.
- (c) Met die skriftelike toestemming van die werknemer en van die streekraad of die Raad, bedrae ten opsigte van tee-, sport- en dergelike klubs, of aankope deur werknemers van hul werkgewers.
- (d) Bydraes tot die fondse van die Raad ingevolge klousule 11 van hierdie Hoofstuk en bydraes tot 'n siektebystand-, voorsorgs- en/of pensioenfonds wat deur 'n streekraad of die Raad geadministreer word.
- (e) waar 'n werkgewer volgens wet of op bevel van 'n bevoegde hof 'n bedrag vir of namens 'n werknemer moet betaal of toegelaat word om dit te betaal, kan 'n bedrag wat aldus betaal is, afgetrek word.
- (f) Waar 'n werknemer daarmee instem of waar daar ingevolge die Bantoes (Stedelike Gebiede) Konsolidasiewet, 1945, soos gewysig, of die Wet op Bantoe-arbeid, 1964, van hom vereis word om etes en/of huisvesting van sy werkgewer aan te neem, kan 'n bedrag van hoogstens R1.20 per week, wanneer etes en huisvesting verskaf word, of 'n bedrag van hoogstens 80c per week wanneer slegs etes verskaf word, of 40 sent per week wanneer slegs huisvesting verskaf word, afgetrek word.
- (g) Ledegelde vir die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association en die Motor Industry Combined Workers' Union, ingevolge klousule 12 van hierdie Ooreenkoms, of ledegelde vir dié ander geregistreerde vakverenigings wat 'n streekraad of die Raad mag goedkeur, kan afgetrek word.
- (6) Elke werknemer moet, indien sy werkgewer dit van hom vereis, by ontvangs van sy verdienste 'n skriftelike kwitansie daarvoor gee.

KLOUSULE 6.—ADMINISTRASIE VAN OOREENKOMS

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

(c) An employer who wishes to change the day on which earnings are paid to his employees must notify his employees of his intention to change this day by displaying at least 14 days before the change takes place a suitable notice in a prominent place on his premises.

(3) All earnings shall be handed to employees in sealed containers on which shall be reflected, or which shall be accompanied by a statement showing—

- (a) the name of the employer;
- (b) the name of the employee;
- (c) the date of payment;
- (d) the period in respect of which payment is made;
- (e) the number of ordinary and overtime hours worked and the earnings due;
- (f) details of any deductions which have been made;
- (g) the amount enclosed; and
- (h) in the case of employees other than journeymen, any amount due as leave pay in terms of sub-clause (1) of Section B of Clause 14.

(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, 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; provided that—
 - (i) where such absence is due to a disablement or an illness falling within the scope of the Workmen's Compensation Act, 1941, the deduction shall in respect of the first week of absence, not exceed 70 per cent of the employee's wage;
 - (ii) an employer may as a condition precedent to the payment in terms of proviso (i) of any amount, require the employee to produce a medical certificate stating the nature and duration of the employee's incapacity.
- (b) Subject to the provisions of Clause 14 of this Chapter, 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 Council, deductions in respect of tea, sports and similar clubs, or purchases by employees from their employers;
- (d) Contributions to Council funds in terms of Clause 11 of this Chapter and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council;
- (e) Where an employer is legally, or by order of a competent Court, permitted or required to make a 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 Bantu (Urban Areas) Consolidation Act, 1945, as amended, or the Bantu Labour Act, 1964, to accept board and/or lodging from his employer a deduction not exceeding R1.20 per week when board and lodging is provided, or not more than 80 cents per week for board only, or 40 cents per week for lodging only;
- (g) Subscriptions to the Motor Industry Employees' Union of South Africa, the Motor Industry Staff Association and the Motor Industry Combined Workers' Union, in terms of Clause 12 of this Chapter, or to such other registered trade unions as may be approved by a Regional Council or the Council.
- (6) Each employee shall, if so required by his employer, upon receiving payment of his earnings, acknowledge receipt thereof in writing.

CLAUSE 6.—ADMINISTRATION OF AGREEMENT

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

KLOUSULE 7.—AGENTIE

Die Raad of 'n streekraad mag een of meer gespesifiseerde persone as agente aanstel om te help om uitvoering te gee aan die bepalings van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en elke werknemer om sodanige persoon toe te laat om dié bedryfsinrigting te betree, om dié navrae te doen en te voltooi en dié dokumente, boeke, loonstate, tydstate en betaalkaartjies te ondersoek en dié persone te ondervra en al dié stappe te doen wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

KLOUSULE 8.—REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer moet, tensy hy dit alreeds gedoen het, ten opsigte van elke plek waar hy sake verrig, 'n verklaring in die vorm van Aanhangsel A van hierdie Ooreenkoms invul of opstel en sodanige verklaring by die sekretaris van die streekraad binne wie se regsgebied sodanige sakeonderneming geleë is, indien en wel nie later nie as 30 dae ná die datum—

- (a) waarop hierdie Ooreenkoms van krag word, in die geval van elke plek waar hy 'n sakeonderneming op daardie datum dryf, of
 - (b) waarop daar met die sakeonderneming op sodanige plek begin is.
- (2) Elke werkgewer moet die sekretaris van die betrokke streekraad van enige verandering in die volgende in kennis stel binne een maand na sodanige verandering:—
- (a) Die eienaars; en/of
 - (b) die naam; en/of
 - (c) die adres van die sakeonderneming; en/of
 - (d) die name van die vennote, direkteurs of bestuurders.

KLOUSULE 9.—VERTONING VAN OOREENKOMS EN OPPLAK VAN KENNISGEWINGS

Elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet ondergenoemde dokumente, wat in leesbare letters en in albei amptelike tale van die Republiek van Suid-Afrika gedruk is, op 'n opvallende plek wat gereedelik toeganklik is, op sy perseel opplak en opgeplak hou:—

- (a) 'n Kopie van hierdie Ooreenkoms;
- (b) 'n kennisgewing in die vorm voorgeskryf by die regulasies wat kragtens die Wet opgestel is, waarin die dag van die week of maand, na gelang van die geval, en die tyd waarop en plek waar lone gewoonlik elke week of elke maand, na gelang van die geval, betaal sal word, gemeld word;
- (c) 'n kennisgewing wat die amptelike adres van die Afdelings-inspekteur van Arbeid en van die sekretaris van die streekraad binne wie se regsgebied die werkgewer sy sake doen, verstrekk;
- (d) 'n kennisgewing wat die begin- en sluitingstyd van elke skof meld in die geval van vul- en/of diensstasies waar arbeiders volgens 'n skofstelsel werk.

KLOUSULE 10.—TYD- EN LOONREGISTERS

(1) Elke werkgewer moet ten opsigte van en op elke plek waar hy sake verrig, te alle tye en in die vorm voorgeskryf by die regulasies wat kragtens die Wet opgestel is, 'n bygewerkte register van die verdienste wat betaal is aan en die tyd wat gewerk is deur elkeen van sy werknemers, beskikbaar hou vir inspeksie. Alle inskrywings moet met ink gedoen word.

(2) Elke werkgewer moet die voltooide register bedoel in subklousule (1) van hierdie klousule, bewaar vir 'n tydperk van drie jaar ná die datum van enige inskrywing wat daarin voorkom.

(3) Elke werkgewer moet by die indiensneming van elke werknemer, die volgende inskryf in die register bedoel in subklousule (1) van hierdie klousule:—

- (a) Die naam van die werknemer;
- (b) die klas werk wat hy doen; en
- (c) die datum waarop hy in diens geneem word.

(4) (a) Elke werkgewer moet in die vorm van Aanhangsel F (6) van die regulasies op die Wet op Fabriek, Masjinerie en Bouwerk, 'n presensieregister beskikbaar hê wat deur sy werknemers geteken word.

(b) Elke werknemer moet op elke werkdag en ooreenkomstig die vereistes van sy werkgewer, die korrekte tyd van sy aankoms by sy werk en die korrekte tyd van sy vertrek daarvandaan aanteken, en 'n werknemer wat versuim om die vereistes van hierdie subklousule na te kom, begaan 'n oortreding.

CLAUSE 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, 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.

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

CLAUSE 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 Republic of South Africa—

- (a) A copy of this Agreement;
- (b) a notice in the form prescribed by the regulations under the Act specifying the day of the week or months, 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;
- (c) 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;
- (d) a notice containing the starting and finishing times of each shift, in the case of filling and/or service stations where labourers are employed on a shift system.

CLAUSE 10.—TIME AND WAGES REGISTER

(1) Every employer shall in respect of, and at each place where he conducts business, 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 completed record referred to in sub-clause (1) of this clause for a period of three years subsequent to the date of any entry in it.

(3) Every employer shall upon the commencement of employment of every employee, enter into the record referred to in sub-clause (1) of this clause—

- (a) the name of the employee;
- (b) the class of his employment; and
- (c) the date of commencement of his employment.

(4) (a) Every employer shall have available for signature by his employees an attendance register in the form of Annexure F (6) to the Regulations to the Factories, Machinery and Building Work Act.

(b) Every employee shall on each working day and in accordance with the requirements of his employer record his correct times of arrival at, and departure from work and any employee who fails to observe the requirements of this sub-clause shall be guilty of an offence.

KLOUSULE 11.—OPGAWES AAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer op elke betaaldag van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, bydraes aftrek soos in subklousule (2) van hierdie klousule gespesifiseer. By die bydraes aldus afgetrek, moet die werkgewer 'n bydrae voeg wat daaraan gelyk is, en die totale bedrag van sodanige bydraes maand na maand, en wel nie later nie as die tiende dag van die maand wat volg op dié waarop die bydraes betrekking het, aan die streekraad stuur binne wie se regsgebied sy sakeonderneming geleë is, en sodanige bydraes moet vergesel gaan van die besonderhede wat vereis word in die vorm wat vir hierdie doel voorgeskryf word deur die bevoegde streekraad.

(2) Die bydraes ingevolge subklousule (1) moet in al die streke ingevorder word teen onderstaande koerse:—

Arbeiders en skoonmaaksters (ongegag hul weekloon), 2 sent per week;
alle ander werknemers, 6 sent per week;

met dien verstande dat—

- (a) waar 'n werknemer loon vir minder as 23 uur in 'n bepaalde week ontvang of vir minder as 23 uur in 'n bepaalde week gewerk het, geen bydraes deur of ten opsigte van hom vir daardie week betaalbaar is nie;
- (b) voordat 'n werknemer met sy jaarlikse verlof gaan, die bydraes wat verskuldig is ten opsigte van die tydperk wat hy met verlof sal wees, afgetrek moet word.

(3) Ondanks die uitsluiting soos in subklousule (1) vervat, moet die name van alle vakleerlinge voorkom op die vorm wat in genoemde subklousule bedoel word.

(4) (a) Elke werkgewer moet, onmiddellik nadat hy 'n persoon in diens geneem het om in sy bedryfsinrigting as 'n B/A-vakman, inspuutuitrustingshersteller of masjienwerker te werk, 'n kennisgewing van sodanige indiensneming invul in die vorm van Aanhangel B.1 van hierdie Ooreenkoms.

(b) Elke werkgewer moet onmiddellik nadat 'n B/A-vakman, inspuutuitrustingshersteller of masjienwerker bedank of uit sy diens ontslaan word, 'n kennisgewing van sodanige bedanking of ontslag in die vorm van Aanhangel B.2 van hierdie Ooreenkoms invul.

(c) Elke werkgewer wat 'n kennisgewing invul soos in paragraaf (a) of (b) van hierdie subklousule voorgeskryf, moet dit binne sewe dae na die voorval waarop dit betrekking het, aan die streekraad stuur in wie se regsgebied sy sakeonderneming geleë is.

OPMERKING.—Die adresse van die verskillende streekrade is soos volg:

Streek BR: Posbus 714, Oos-Londen;
Streek EP: Posbus 3164, Port Elizabeth;
Streek NC: Posbus 446, Kimberley;
Streek NL: Posbus 2838, Durban;
Streek OFS: Posbus 910, Bloemfontein;
Streek TVL: Posbus 8477, Johannesburg;
Streek WP: Posbus 1946, Kaapstad.

KLOUSULE 12.—LEDEGELDE VIR DIE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, DIE MOTOR INDUSTRY STAFF ASSOCIATION, DIE MOTOR INDUSTRY COMBINED WORKERS' UNION EN DIE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION

(1) (a) Elke werkgewer wat lid van die South African Motor Industry Employers' Association en/of South African Vehicle Builders' and Repairers' Association is, moet van die loon van elkeen van sy betrokke werknemers dié bedrag van die ledegelde aftrek wat deur sodanige werknemers aan die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association of die Motor Industry Combined Workers' Union betaalbaar is, en moet die bedrag aldus afgetrek, saam met die vorm wat deur die bevoegde streekraad voorgeskryf is, aan die sekretaris van die betrokke streekraad stuur en wel voor of op die tiende dag van die maand wat volg op dié waarop die ledegelde betrekking het.

(b) 'n Werkgewer wat deur 'n streekraad skriftelik in kennis gestel is dat een of meer van sy werknemers agterstallig is met ledegelde vir die Motor Industry Employees' Union of South Africa of die Motor Industry Combined Workers' Union of met toetredingsgelde, moet sodanige agterstallige bedrae teen hoogstens R4.00 per werknemer aftrek van die besoldiging wat aan sodanige werknemer verskuldig is en moet bedrae wat aldus afgetrek is, regstreeks aan die betrokke streekraad stuur.

(2) Elke werkgewer wat lid van die South African Motor Industry Employers' Association is, moet, tensy hy sodanige ledegelde regstreeks aan genoemde vereniging betaal het, voor of op die tiende dag van elke maand een twaalfde van sy jaarlikse ledegelde wat aan genoemde vereniging betaalbaar is, aan die sekretaris van die betrokke streekraad stuur saam met die vorm wat deur die bevoegde streekraad voorgeskryf word.

CLAUSE 11.—RETURNS TO THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, each employer shall on each pay-day deduct from the earnings of each of his employees, other than apprentices, contributions as specified in sub-clause (2) of this clause. To the contributions so deducted, the employer shall add a like contribution and shall forward month by month, but not later than the 10th day of the month following the month to which the contributions relate, the total amount of such contributions to the Regional Council within the area of jurisdiction of which his place of business is situated under cover of, and together with particulars required in the form prescribed for this purpose by the Regional Council having jurisdiction.

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

labourers and chars (irrespective of weekly wage), 2 cents per week;
all other employees, 6 cents per week;

provided that—

- (a) where an employee receives wages, or has worked for less than 23 hours in a particular week, no contributions shall be payable by or in respect of him for that week;
- (b) before an employee proceeds on annual leave contributions due in respect of the period during which he is to be on leave shall be deducted.

(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.

(4) (a) Every employer shall immediately after he engages any person to work in his establishment as a B/A journeyman, injection equipment repairer or machinist complete a notification of such engagement in the form of Annexure B.1 to this Agreement.

(b) Every employer shall immediately after a B/A journeyman, injection equipment repairer or machinist resigns or is discharged from his employ, complete a notification of such resignation or dismissal in the form of Annexure B.2 to this Agreement.

(c) Every employer who completes a notification as prescribed in paragraphs (a) or (b) of this sub-clause shall despatch it within seven days of the event to which it relates to the Regional Council within whose area of jurisdiction his place of business is situated.

NOTE.—The following are the addresses 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.

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

(1) (a) Every employer who is a member of the South African Motor Industry Employers' Association and/or South African Vehicle Builders' and Repairers' Association shall deduct from the wages of each of his employees concerned the amount of the subscriptions payable by such employees to the Motor Industry Employees' Union of South Africa, the Motor Industry Staff Association or the Motor Industry Combined Workers' Union and shall forward the amount thus deducted with the form prescribed by the Regional Council having jurisdiction to the Secretary of the Regional Council concerned, not later than the 10th day of the month following the month to which the subscriptions relate.

(b) An employer who has been notified in writing by a Regional Council that one or more of his employees is in arrears with Motor Industry Employees' Union of South Africa or Motor Industry Combined Workers' Union subscriptions or entrance fees shall deduct such arrears up to an amount not exceeding R4 per employee from remuneration due to such employee, and shall forthwith remit any amounts so deducted to the Regional Council concerned.

(2) Every employer who is a member of the South African Motor Industry Employers' Association shall not later than the 10th day of each month, unless he had paid such subscriptions direct to the said Association, forward to the Secretary of the Regional Council concerned with the form prescribed by the Regional Council having jurisdiction, one-twelfth of his annual subscriptions payable to the said Association.

(3) Ledegelde wat die Raad ooreenkomstig die bepalings van subklousule (1) en (2) van hierdie klousule namens die South African Motor Industry Employers' Association, die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association en die Motor Industry Combined Workers' Union ontvang, moet voor of op die tiende dag van die maand wat volg op dié waarin die ledegelde ontvang is, aan daardie organisasie betaal word.

KLOUSULE 13.—VAKVERENIGINGARBEID

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms en behoudens die bepalings van artikel 51 (10) en (11) van die Wet—

- (a) mag geen lid van enigeen van die vakverenigings werk by 'n werkgever wat nie lid van enigeen van die werkgevers-organisasies is nie, aanvaar nie of in die diens van 'n werkgever wie se lidmaatskap van enigeen van die werkgeversorganisasies beëindig is, bly nie nadat die sekretaris van die betrokke streekraad hom van sodanige beëindiging van lidmaatskap in kennis gestel het;
- (b) mag geen lid van enigeen van die werkgeversorganisasies 'n werknemer wat nie 'n lidmaatskapkaart uitgereik deur een van die vakverenigings wat partye by hierdie Ooreenkoms is, kan toon nie, in diens neem nie; met dien verstande dat 'n werknemer wat nie in besit van sodanige lidmaatskapkaart is nie, in diens geneem kan word mits daar binne veertien dae by die betrokke vakvereniging aansoek gedoen word om lidmaatskap vanaf die datum van indiënsneming;
- (c) moet die werkgever, as 'n aansoek soos in paragraaf (b) van hierdie subklousule bedoel, verwerp word deur die vakvereniging waaraan dit gerig is, by ontvangs van sodanige kennisgewing van verwerping van die aansoek, die werknemer onmiddellik kennis gee van diensbeëindiging soos in hierdie Ooreenkoms bepaal.

(2) Hierdie klousule is nie van toepassing nie—

- (a) in die geval van kantoor-, voorraad-, verkoops- en klerklike werknemers wat nie lede van enigeen van die vakverenigings kan word nie of wat 'n hoër besoldiging as R2,400 per jaar in 'n A-gebied of R2,112 per jaar in 'n ander gebied ontvang. Vir die toepassing van hierdie paragraaf omvat „besoldiging” nie ook kommissie op verkope nie;
- (b) ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika; met dien verstande dat—
 - (i) as 'n immigrant te eniger tyd na die eerste 3 maande van sy diens in die Nywerheid 'n uitnodiging van enigeen van die betrokke vakverenigings om lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik in werking tree; en
 - (ii) elke werkgever, onmiddellik nadat 'n immigrant by hom begin werk het, die sekretaris van die streekraad in wie se gebied sy bedryfsinrigting sake doen, in kennis moet stel van die feit dat hy 'n immigrant in diens geneem het en van die naam en die datum van indiënsneming van sodanige immigrant;
- (c) in gevalle waar, afgesien van die regte van 'n veronregte persoon kragtens die bepalings van artikel 51 (10) van die Wet, die lidmaatskap van 'n party by hierdie Ooreenkoms, na die mening van die Raad, sonder redelike gronde geweier of beëindig is en die applicant sodanige weiering binne 21 dae daarna aan die Raad gerapporteer het;
- (d) op vakleerlinge en op werknemers vir wie lone in Bylae C van klousule 25 voorgeskryf word;
- (e) op direkteurs (van maatskappye met beperke aanspreeklikheid) wat magtiging verleen is om personeel in diens te neem of te ontslaan of die beleid van hul maatskappye te bepaal of te help bepaal.

(3) Bewys van lidmaatskap van enigeen van die betrokke vakverenigings bestaan uit die voorlegging van 'n lidmaatskapkaart wat deur die betrokke vakvereniging uitgereik is en wat, in die geval van die Motor Industry Combined Employers' Union of South Africa en die Motor Industry Combined Workers' Union, 'n inskrywing bevat van die graad waarin die lidmaatskap van sodanige lid geregistreer is.

KLOUSULE 14.—JAARLIKSE VERLOF

Woordomskriving

Vir die toepassing van hierdie klousule—

- (1) beteken „verloftydkring” die tydperk waarin 'n werknemer 3 weke verlof ingevolge subklousule (1) van Afdeling A van hierdie klousule verdien;
- (2) word die woorde „diens” en „skof” geag die volgende in te sluit—

(3) Subscriptions received by the Council in accordance with the provisions of sub-clauses (1) and (2), of this clause on behalf of the South African Motor Industry Employers' Association, the Motor Industry Employees' Union of South Africa, the Motor Industry Staff Association and the Motor Industry Combined Workers' Union, shall be paid to those organisations by not later than the 10th day of the month following that during which the subscriptions were received.

CLAUSE 13.—TRADE UNION LABOUR

(1) Save as is otherwise provided in this Agreement and subject to the provisions of Section 51 (10) and (11) of the Act—

- (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 or remain in the employment of any employer whose membership of any of the employers' organisations has terminated, after having been informed by the Secretary of the Regional Council concerned of such termination of membership;
- (b) no member of either of the employers' organisations shall engage any employee who is unable to produce a membership card issued by one of the trade unions who are parties to this Agreement, provided that any employee who is not in possession of such membership card may be employed subject to application being made within 14 days to the relevant trade union for membership as from the date of engagement;
- (c) if any application such as is referred to in paragraph (b) of this sub-clause is rejected by the trade union to which it is addressed, the employer shall on receipt of such notice of rejection of the application give the employee immediate notice of termination of employment as provided by this Agreement.

(2) This clause shall not apply—

- (a) in the case of office, stores, sales and clerical employees who are not eligible for membership of any of the trade unions, or who are in receipt of remuneration in excess of R2,400 per annum in any A Area or R2,112 per annum in any other Area. For the purpose of this paragraph, „remuneration” shall not include commission on sales;
- (b) in respect of an immigrant during his first year after the date of his entry into the Republic of South Africa; provided that:—
 - (i) If any immigrant has at any time after the first three months of his employment in the Industry refused an invitation from any of the trade unions concerned to become a member thereof the provisions of this clause shall immediately come into operation; and
 - (ii) every employer shall, immediately after an immigrant commences employment with him, inform the Secretary of the Regional Council in whose area his establishment operates, of the fact that he has engaged an immigrant, and of the name of the date of engagement of such immigrant;
- (c) apart from the rights of an aggrieved person in terms of section 51 (10) of the Act, where, in the opinion of the Council, membership of a party to this Agreement has been refused or terminated without reasonable cause and the applicant has reported such refusal to the Council within 21 days thereof;
- (d) to apprentices and to employees for whom wages are prescribed in Schedule C to Clause 25;
- (e) to directors (of limited liability companies) who are vested with authority to engage or dismiss staff and determine or assist in determining the policy of their company.

(3) Proof of membership of any of the trade unions concerned shall be the production of a membership card issued by the relevant trade union and, in the case of the Motor Industry Employees' Union of South Africa and the Motor Industry Combined Workers' Union bearing a record of the grade in which the membership of such member has been registered.

CLAUSE 14.—ANNUAL LEAVE

Definitions

For the purpose of this clause—

- (1) „Leave cycle” shall mean the period during which an employee earns three weeks' leave in terms of sub-clause (1) of Section A of this clause.
- (2) The terms „employment” and „shift” shall be deemed to include—

- (a) skofte wat korter duur as dié wat ingevolge hierdie Hoofstuk toegelaat word, omdat—
- die werknemer laat by sy werkplek aangekom het, maar sodanige laatkom nie 'n halfuur te bowe gegaan het nie; of
 - korttyd gewerk is; of
 - sodanige korter skofte met die toestemming van die werkgewer gewerk is;
- (b) skofte wat die betrokke werknemer gewoonlik sou gewerk het maar nie gewerk het nie omdat hy—
- afwesig was met verlof met betaling ingevolge hierdie Ooreenkoms;
 - opleiding ingevolge die Verdedigingswet, 1957 (Wet No. 44 van 1957), tot 'n maksimum tydperk van 4 maande per jaar moes ondergaan;
 - afwesig was van die werk op las of op versoek van sy werkgewer;
 - afwesig was van die werk weens siekte of 'n ongeluk wat altesaam 'n tydperk van hoogstens 30 dae in 'n verloftydkring behoort;
 - van die werk afwesig was op enigen van die openbare vakansiedae in klousule 15 (1) (a) van hierdie Hoofstuk bedoel;

Met dien verstande dat 'n werknemer wat, na die verstryking van sy jaarlikse verlof, sy diens beëindig deur te dros, geen eis ten opsigte van (b) (i) hierbo van hierdie woordomschrywing kan instel nie.

- (3) beteken „besoldiging” 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus enige bonus wat gereeld aan die werknemer betaal word, en word die bedrag van sodanige bonus geag die gemiddelde bedrag te wees wat sodanige werknemer ontvang van wat hom toegeval het ten opsigte van 'n tydperk van 13 weke onmiddellik vóór die datum waarop die werknemer met jaarlikse verlof gaan of sy diens beëindig, of, as hy vir 'n tydperk van minder as dertien weke gewerk het, die gemiddelde bedrag wat deur 'n werknemer ontvang is of wat hom toegeval het ten opsigte van die getal voltooide weke wat hy werklik gewerk het.

(OPMERKING.—'n „Bonus wat gereeld aan die werknemer betaal word” behels nie, ingevolge hierdie woordomschrywing, kommissie nie.)

(OPMERKING.—Die res van hierdie klousule is in 4 afdelings en wel soos volg verdeel:—

Afdeling A, wat oor jaarlikse verlof handel en o.a. sodanige sake bepaal as wie op jaarlikse verlof geregtig is, die tydperk van jaarlikse verlof wat aan werknemers verleen moet word, wanneer verlof hulle toekom, die berekening van verlofbesoldiging, ens.;

Afdeling B, wat bepalinge met betrekking tot opgelope verlofbesoldiging bevat;

Afdeling C, wat bepalinge met betrekking tot addisionele vakansiebesoldiging bevat; en

Afdeling D, wat bepalinge vir die administrasie van 'n „Gebeurlikheidsreserwe” bevat.)

AFDELING A.—JAARLIKSE VERLOF

(1) Drie agtereenvolgende weke jaarlikse verlof met volle besoldiging moet verleen word aan alle werknemers, met inbegrip van vakleerlinge en kwekelinge wat opleiding ooreenkomstig die Wet op Opleiding van Ambagsmanne ondergaan, wat sedert die datum van indiensneming of vanaf die datum waarop die vorige jaarlikse verlof hulle toegekom het (naamlik die jongste datum) die tydperke deurlopende diens wat in die Bylae van hierdie klousule vermeld word, by dieselfde werkgewer voltooi het.

Bylae

- (a) Weekliks besoldigde werknemers, uitgesonderd wagte en arbeiders wat by parkeergarages uitsluitlik in diens is vir die werk wat in verband met nagparkeerdienste gedoen word—
- wat gewoonlik 5½ dae per week werk: 313 skofte, uitgesonderd oortyd;
 - wat gewoonlik 5 dae per week werk: 261 skofte, uitgesonderd oortyd.
- (b) Maandeliks besoldigde werknemers, wagte en arbeiders wat by parkeergarages uitsluitlik in diens is vir die werk wat in verband met nagparkeerdienste gedoen word: 12 maande.
- (2) Jaarlikse verlof kom 'n werknemer toe onmiddellik nadat hy die kwalifiserende tydperk voltooi het wat in subklousule (1) van hierdie Afdeling gespesifiseer word, maar dit kan geneem word vóór of nadat dit hom toekom indien—

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

- the employee arrived late at his place of work, but such lateness did not exceed half-an-hour, or
- short-time was worked, or
- 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 because he was—

- absent on paid leave in terms of this Agreement;
- undergoing training in terms of the Defence Act (Act No. 44 of 1957), to the extent of a maximum period of four months per year;
- absent from work on the instruction or at the request of his employer;
- absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding thirty days in any leave cycle;
- absent from work on any of the public holidays referred to in Clause 15 (1) (a) of this Chapter.

Provided that an employee who, after the expiration of his annual leave ends his employment by desertion, shall have no claim in respect of (b) (i) above of this definition.

- (3) “Remuneration” means an employee's wages as defined in this Agreement plus any bonus regularly paid to the employee, the amount of such bonus being deemed to be the average amount received by or accrued to an employee in respect of the period of 13 weeks immediately preceding the date the employee goes on annual leave or terminates his employment, or if a period of less than 13 weeks has been worked the average amount received by or accrued to an employee in respect of the number of complete weeks actually worked.

NOTE.—A “bonus regularly paid to the employee” in terms of this definition does not include Commissions.

NOTE.—The remainder of this clause is subdivided into 4 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 which contains provisions relating to additional holiday pay; and

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

SECTION A.—ANNUAL LEAVE

(1) Three consecutive weeks' annual leave on full pay shall be granted to all employees, including apprentices and trainees undergoing training under the Training of Artisans Act, 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 period of continuous employment set out in the Schedule to this sub-clause.

Schedule

- (a) Weekly paid employees, other than watchmen, and labourers employed at a parking garage exclusively on the duties connected with night parking service—
- normally working a 5½-day week: 313 shifts excluding overtime;
 - normally working a 5-day working week: 261 shifts excluding overtime.
- (b) Monthly paid employees, watchmen, and labourers employed at a parking garage exclusively on the duties connected with night parking services: 12 months.

(2) 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) die behoeftes van die werkgewer se besigheid dit aldus vereis; of

(b) die werkgewer en die werknemer aldus ooreenkom;

met dien verstande dat jaarlikse verlof onder geen omstandighede meer as 2 maande voor die datum waarop dit die werknemer toekom, geneem moet word nie of dat dit meer as 4 maande na die sodanige datum uitgestel word nie tensy die betrokke werknemer en werkgewer vóór die verstrekking van sodanige tydperk van 4 maande skriftelik daartoe ooreengekom het, en dat sodanige verlof nie langer as 6 maande ná sodanige datum uitgestel mag word nie.

(3) Behoudens subklousule (1) van hierdie Afdeling, word besoldiging vir jaarlikse verlof bereken teen die besoldiging wat die werknemer ontvang op die datum waarop hy sy jaarlikse verlof neem, en moet die werkgewer dit op die laaste werkdag vóór die aanvang van sy verlof aan hom betaal.

(4) (a) Indien enige van die openbare vakansiedae met besoldiging wat in paragraaf (a) van klousule 15 (1) van hierdie Hoofstuk bedoel word, op 'n werkdag binne die tydperk van 'n werknemer se verlof val, moet 1 werkdag met volle besoldiging by genoemde tydperk van verlof ten opsigte van sodanige openbare vakansiedag gevoeg word.

(b) Indien enige ander openbare vakansiedag met besoldiging as dié bedoel in paragraaf (a) van klousule 15 (1) van hierdie Hoofstuk, op 'n werkdag binne die verloftydperk val van 'n werknemer vir wie 'n loon in Bylae B van klousule 25 voorgeskryf word, uitgesonderd 'n werknemer wat ingedeel word onder administratiewe werkwinkel personeel en leweransiervkoper, moet 1 werkdag met volle besoldiging by genoemde verloftydperk ten opsigte van iedere sodanige vakansiedag gevoeg word.

(5) (a) Jaarlikse verlof mag nie saamval nie met enige tydperk wat die werknemer onder kennisgewing van diensbeëindiging staan en ook nie, tensy die werknemer skriftelik aldus versoek, met enige tydperk waarin 'n werknemer militêre opleiding ingevolge die Verdedigingswet, 1957 ondergaan nie.

(b) Enige tydperk wat 'n werknemer met siekteverlof is soos in klousule 42 voorgeskryf, word nie as deel van sodanige werknemer se jaarlikse verlof getel nie.

(6) Geen werknemer mag sy gewone beroep gedurende die tydperk van sy verlof beoefen nie en geen werkgewer mag van enige werknemer vereis of willens of wetens toelaat dat hy gedurende die tydperk van sy verlof in die Nywerheid werk nie.

(7) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, mag geen bedrae van verlofbesoldiging by wyse van skuldvergeliking afgetrek word van enige gelde wat aan die werkgewer verskuldig mag wees nie.

(8) By die beëindiging van die diens van 'n werknemer wat vir jaarlikse verlof ingevolge subklousule (1) van hierdie Afdeling gekwalifiseer het maar aan wie sy verlof nie verleen is nie is of wat dit by die datum van sodanige beëindiging nie geneem het nie, moet die werkgewer hom 'n bedrag aan verlofbesoldiging betaal wat bereken is ooreenkomstig die bepalinge van subklousule (1) van Afdeling B van hierdie klousule.

AFDELING B.—OPGELOPE VERLOFBESOLDIGING.

(1) Behoudens die bepalinge van subklousule (3) van hierdie Afdeling en die voorbehoudsbepaling by die omskrywing van „skofte” aan die begin van hierdie klousule, is 'n werknemer wat uit sy diens ontslaan word of dit verlaat voordat hy vir jaarlikse verlof ingevolge subklousule (1) van Afdeling A van hierdie klousule gekwalifiseer het, geregtig op opgelope verlofbesoldiging gelyk aan 3/52stes van een week se besoldiging vir elke 5 of 6 skofte diens, afhagende van die vraag of die werknemer gewoonlik 5 of 5½ dae per week werk, vanaf die datum waarop hy by die werkgewer begin werk het of vanaf die datum waarop verlof hom laas toegekome het, nl. die jongste datum.

(2) (a) In die geval van alle werknemers, uitgesonderd vakmanne, moet die opgelope verlofbesoldiging in subklousule (1) van hierdie Afdeling bedoel, by diensbeëindiging regstreeks aan die werknemer betaal word.

(b) In die geval van vakmanne moet opgelope verlofbesoldiging nie aan die werknemer oorhandig of deur hom geneem word nie, maar moet dit onmiddellik by diensbeëindiging deur die werkgewer aan die sekretaris van die streekraad met regsbevoegdheid, gestuur word.

(c) Wanneer 'n werkgewer betaling ingevolge paragraaf (b) van hierdie subklousule doen, moet hy 'n verlofbetaalbewys in viervoud invul en wel in die vorm in Aanhangsel C van hierdie Ooreenkoms voorgeskryf, een kopie hou, een kopie aan die sekretaris van die betrokke streekraad stuur en die oorblywende twee kopieë aan die betrokke vakman oorhandig, wat een kopie onverwyld moet onderteken en dit aan die sekretaris van die streekraad moet stuur en die ander kopie vir die toepassing van paragraaf (d) van hierdie subklousule moet hou.

(a) the exigencies of the employer's business so require; or

(b) the employer and the employee so agree;

provided that annual leave shall in no circumstances be taken more than two months before due date, nor delayed for more than four months after due date unless the employee and the employer concerned have, before the expiry of such period of four months, agreed thereto, in writing, and shall not be delayed by more than six months after due date.

(3) Subject to sub-clause (1) of this section pay for annual leave shall be calculated at the rate of remuneration which the employee is receiving at the date on which he proceeds on his annual leave and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(4) (a) If any of the paid public holidays referred to in paragraph (a) of Clause 15 (1) of this Chapter 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 such public holiday.

(b) If any paid public holiday other than those referred to in paragraph (a) of Clause 15 (1) of this Chapter falls on a working day within the period of leave of an employee for whom wages are prescribed in Schedule B to Clause 25, other than an employee who falls into the classification of workshop administrative staff and supply salesman, one working day on full pay shall be added to the said period of leave in respect of each such holiday.

(5) (a) Annual leave shall not be concurrent with any period during which the employee is under notice of termination of employment, nor, unless the employee so requests in writing, with any period during which an employee is undergoing training in terms of the Defence Act, 1957.

(b) Any period during which an employee is on sick leave as prescribed in Clause 42, shall not be counted as part of such employee's annual leave.

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

(8) 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, an amount of leave pay calculated in accordance with the provisions of sub-clause (1) of Section B of this clause shall be paid by his employer.

SECTION B.—ACCRUED LEAVE PAY

(1) Subject to the provisions of sub-clause (3) of this section and to the proviso to the definition of “shifts” at the beginning of this clause, 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 of this clause shall be entitled to accrue leave pay equivalent to three fifty-seconds of one week's remuneration for each five or six shifts of employment according to whether the employee normally works a 5 or a 5½-day week, from the date of beginning work with the employer or from the date on which his last leave became due whichever is the later.

(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 taken by the employee, but shall immediately on termination of service be remitted by the employer to the Secretary of the Regional Council having jurisdiction.

(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 concerned, and hand the remaining two 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 paragraph (d) of this sub-clause.

(d) Waar 'n vakman wat uit sy diens ontslaan is of dit verlaat het voordat hy vir jaarlikse verlof gekwalifiseer het, in diens van 'n ander werkgever in die Motornywerheid tree, is die volgende bepalings van toepassing:—

- (i) Die vakman moet aan die nuwe werkgever kopieë voorlê van verlofbetaalbewyse wat deur vorige werkgevers in die Motornywerheid aan hom uitgereik en ingevolge paragraaf (c) van hierdie subklousule deur hom gehou is.
 - (ii) Die vakman se verlof kom hom toe wanneer hy 'n getal skofte of 'n tydperk gelyk aan dié in die Bylae van subklousule (1) van Afdeling A van hierdie klousule voorgeskryf, by die nuwe werkgever gewerk het, min die gesamentlike getal skofte of tydperke wat gemeld word op die kopieë van die verlofbetaalbewyse wat hy aan die nuwe werkgever oorhandig het.
 - (iii) Twee weke voordat die vakman verlof met besoldiging by die nuwe werkgever neem, moet die kopie van die verlofbetaalbewys wat die vakman aan sy nuwe werkgever oorhandig het, onderteken en aan die betrokke streekraad gestuur word en moet aansoek om betaling van die bedrag van die bewys gedoen word.
 - (iv) Die nuwe werkgever moet aan die vakman, wanneer hy sy verlof met besoldiging neem, die bedrag aan verlofbesoldiging wat ingevolge subklousule (1) van hierdie Afdeling vir hom opgeloopt het, aan die vakman betaal.
 - (v) Aan 'n vakman wat sy diens verlaat nadat sy verlof hom toegekóm het maar voordat dit toegestaan is, moet die bedrag wat as verlofbesoldiging aan hom verskuldig is wanneer sy verlof hom toekom, deur die werkgever betaal word en moet die vakman self van die betrokke streekraad die bedrag van enige verlofbetaalbewys in sy besit, eis deur dit te onderteken en aan die sekretaris van die streekraad te stuur.
 - (3) Opgeloopte verlofbesoldiging wat deur 'n streekraad of deur 'n werkgever namens 'n werknemer gehou word wat om gesondheidsredes of enige ander ongeskiktheid nie in staat is om sy beroep voort te sit nie, word onmiddellik aan die werknemer betaalbaar, en opgeloopte verlofgeelde verskuldig aan 'n werknemer wat in die loop van sy diens sterf, word onmiddellik aan sy boedel betaalbaar.
 - (4) Alle bedrae wat ten opsigte van verlofbesoldiging ontvang is, moet in 'n spesiale rekening wat deur streekraade in stand gehou word, geplaas word.
 - (5) Opgeloopte verlofbesoldiging wat namens 'n vakman gehou word moet aan hom betaal word—
 - (a) indien hy die Nywerheid verlaat, behoudens subklousule (3) van hierdie Afdeling, by die verstryking van 52 weke, bereken vanaf die datum waarop die verlofbesoldiging begin oploopt het;
 - (b) terwyl hy in die Nywerheid in diens is, wanneer hy met jaarlikse verlof gaan;
- of eerder, na goedvinde van die betrokke streekraad.

AFDELING C.—ADDISIONELE VAKANSIEBESOLDIGING

(1) Elke werkgever moet ten opsigte van elke vakman, inspuutuitrustingshersteller en B/A-vakman wat by hom in diens is, 'n addisionele vakansiebesoldiging van R2 vir elke week diens betaal; met dien verstande dat—

- (a) waar 'n vakman, inspuutuitrustingshersteller of B/A-vakman loon vir minder as altesaam 23 uur in 'n week ontvang of daarop geregtig is, geen addisionele vakansiebesoldiging ten behoeve van sodanige werknemer ten opsigte van daardie week betaalbaar is nie tensy sodanige laer loon toe te skryf is aan afwesigheid van werk—
 - (i) weens siekte of 'n ongeluk wat nie meer as altesaam 30 dae in 'n jaar beloop nie;
 - (ii) as gevolg van korttyd; of
 - (iii) weens militêre opleiding soos in subparagraaf (b) (ii) van subklousule (2) van die woordomsrywings aan die begin van hierdie klousule bepaal;
- (b) waar 'n vakman, inspuutuitrustingshersteller of B/A-vakman in enige verlossingsiklus weens siekte of 'n ongeluk vir 30 dae van sy werk afwesig was, sy werkgever die addisionele vakansiebesoldiging met 40c kan verminder ten opsigte van elke verdere dag van afwesigheid weens siekte of 'n ongeluk.

(2) Die bedrae wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, moet, behoudens die bepalings van subklousule (3) van hierdie klousule, deur die werkgever maandeliks maar nie later nie as die tiende dag van die maand wat volg op dié waarop sodanige bedrae betrekking het, aan die sekretaris van die streekraad in wie se regsgebied sy bedryfsinrigting geleë is, gestuur word saam met die besonderhede vereis in die vorm wat die betrokke streekraad vir hierdie doel voorgeskryf het.

(d) Where a journeyman, who has been discharged from or has left his employment before he has qualified for annual leave enters the service of another employer in the Motor Industry, the following provisions shall apply:—

- (i) The journeyman must produce to the new employer copies of leave pay vouchers issued to him by previous employers in the Motor Industry and retained by him in terms of paragraph (c) of this sub-clause;
 - (ii) the journeyman's leave shall become due when he has worked with the new employer a number of shifts or a period equivalent to those prescribed in the Schedule to sub-clause (1) of Section A of this clause, less the aggregate of the shifts or periods shown on the copy leave pay vouchers handed by him to the new employer;
 - (iii) two weeks before the journeyman is due to take paid leave from the new employer the copy leave pay voucher handed by the journeyman to his new employer must be signed and submitted to the Regional Council concerned and application made for payment of the amount of the voucher;
 - (iv) the new employer shall pay to the journeyman when he takes his paid leave the amount of leave pay accrued to him in terms of sub-clause (1) of this section;
 - (v) a journeyman who leaves his employment after his leave has fallen due but before it has been granted must be paid by the employer the amount due to him as leave pay at the time his leave fell due, and must himself claim from the Regional Council concerned the amount of any leave pay vouchers held by him by signing these and submitting them to the Secretary of the Regional Council.
 - (3) Accrued leave pay held by a Regional Council or by an employer on behalf of an employee who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and accrued leave moneys due to an employee who dies in the course of his employment shall become payable immediately to his estate.
 - (4) All amounts received in respect of leave pay, shall be placed in a special account operated by Regional Councils.
 - (5) Accrued leave pay held on behalf of a journeyman shall be paid to him—
 - (a) if he leaves the Industry, subject to sub-clause (3) of this section on the expiry of fifty-two weeks calculated from the date on which the leave pay commenced to accrue;
 - (b) while he is employed in the Industry, when he proceeds on annual leave;
- or earlier at the discretion of the Regional Council concerned.

SECTION C.—ADDITIONAL HOLIDAY PAY

(1) Every employer shall in respect of every journeyman, injection equipment repairer and B/A journeyman employed by him pay additional holiday pay of R2 for each week of employment; provided that—

- (a) where a journeyman, injection equipment repairer or B/A journeyman receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall be payable on behalf of such employee in respect of that week, unless such lesser wages are attributable to absence from work—
 - (i) owing to sickness or accident not exceeding in the aggregate 30 days in any year;
 - (ii) because of short-time; or
 - (iii) on military training as provided in sub-paragraph (b) (ii) of sub-clause (2) of the definitions at the beginning of this clause.
- (b) where in any leave cycle a journeyman, injection equipment repairer or B/A journeyman has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by 40c in respect of each further day of absence through illness or accident.

(2) Subject to the provisions of sub-clause (3) of this Section, the amounts payable in terms of sub-clause (1) 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 required in the form prescribed for this purpose by the Regional Council concerned.

(3) (a) In gevalle waar 'n vakman, inspuittuistingshersteller of B/A-vakman van sy werk afwesig was om die redes genoem onder (i) en (ii) van voorbehoudsbepaling (a) van subklousule (1) van hierdie Afdeling, moet die werkgewer die addisionele vakansiebesoldiging wat ingevolge subklousule (1) van hierdie Afdeling betaalbaar is, voor of op elke betaaldag wat binne die tydperk van sy afwesigheid val, regstreeks aan die bevoordeelde betaal.

(b) In gevalle waar 'n vakman, inspuittuistingshersteller of B/A-vakman van sy werk afwesig was om die rede genoem in (iii) van voorbehoudsbepaling (a) van subklousule (1) van hierdie Afdeling, moet die werkgewer die addisionele vakansiebesoldiging wat ingevolge subklousule (1) van hierdie Afdeling betaalbaar is, regstreeks aan die bevoordeelde betaal wanneer hy vir sy jaarlikse verlof kwalifiseer en dit neem.

(4) Behoudens die bepaling van klousule 34 (A), moet die addisionele vakansiebesoldiging wat ingevolge subklousule (1) van hierdie Afdeling betaalbaar is, aan 'n vakman, inspuittuistingshersteller en B/A-vakman betaal word wanneer hulle met jaarlikse verlof gaan, en aansoek daarom moet minstens twee weke voor die bevoordeelde se verlof begin, by die betrokke streeksekreteraris ingedien word.

(5) Behoudens die bepaling van subklousule (4) van klousule 36, mag geen bedrae ten opsigte van gelde wat aan die werkgewer verskuldig mag wees, van die addisionele vakansiebesoldiging by wyse van skuldvergelyking afgetrek word nie.

(6) Die bepaling van subklousules (3), (4) en (5) van Afdeling B van hierdie klousule is *mutatis mutandis* ten opsigte van die addisionele vakansiebesoldiging van toepassing.

AFDELING D.—GEBEURLIKHEIDSRERWES

(1) Verlofbesoldiging en addisionele vakansiebesoldiging wat in die besit van streekraide is en wat onopgeëis is ná die verstryking van 3 jaar vanaf die datum van ontvangs moet aan 'n Gebeurlikheidsreserwe (hieronder die „Reserwe” genoem) betaal word, wat tot voordeel van werknemers in die Nywerheid benut moet word soos die Raad mag bepaal; met dien verstande dat—

(a) enige sodanige verlofbesoldiging of addisionele vakansiebesoldiging (of gedeelte daarvan) wat die Raad beskou as meer as wat nodig is om die Reserwe te finansier, aan die Raad verbeur word;

(b) enige verlofbesoldiging of addisionele vakansiebesoldiging wat aan die Raad verbeur is of ingevolge hierdie subklousule aan die Reserwe betaal is, en wat daarna deur die bevoordeelde opgeëis word, na goedvinde van die Raad uitbetaal kan word.

(2) Die Reserwe moet deur die streekraide geadministreer word ooreenkomstig die beginsels wat deur die Raad geformuleer is, en 'n kopie van die memorandum wat sodanige beginsels bevat asook besonderhede van alle wysigings, moet by die Sekreteraris van Arbeid ingedien word.

(3) Ingeval die Raad ontbind word, moet gelde wat ten tyde van sodanige ontbinding in die krediet van die Reserwe staan, geag word 'n gedeelte van die Raad se kontantbates te wees en moet daar dienooreenkomstig daarmee gehandel word.

(4) Behoudens die bepaling van subklousule (3) van hierdie Afdeling, moet die Reserwe, ingeval hierdie Ooreenkoms verstryk weens verloop van tyd of staking daarvan om enige ander rede, steeds ooreenkomstig subklousule (2) van hierdie Afdeling geadministreer word; met dien verstande dat indien 'n ander Ooreenkoms vir die Nywerheid nie binne 'n tydperk van 2 jaar ná sodanige verstryking of staking aangegaan is nie, enige gelde in die krediet van die Reserwe aan die Raad verbeur word.

(5) Die administrasiekoste van die Reserwe en die spesiale rekening in Afdeling B van hierdie klousule bedoel, word gedra deur streekraide wat na eie goedvinde enige van die fondse voorhande, in 'n erkende bank en/of bouvereniging kan belê, en enige rente wat uit sodanige belegging oploep, moet deur sodanige streekraide gehou word om die administrasiekoste van die Reserwe en van genoemde spesiale rekening te bestry.

KLOUSULE 15.—BETALING VIR OPENBARE VAKANSIEDAE

(1) (a) Alle werknemers is geregtig op verlof met volle betaling op ondergenoemde wetteregterlike openbare vakansiedae:—

Nuwejaarsdag, Goëie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Gesinsdag, Krugerdag, Geloftedag, Kersdag en Tweede Kersdag.

(b) Alle werknemers vir wie lone in Bylae B van klousule 25 voorgeskryf word, uitgesonderd werkwinkeladministrasiepersoneel en leweransiervkopers, moet, benewens die openbare vakansiedae wat in paragraaf (a) genoem word, verlof met volle besoldiging op alle ander wetteregterlike openbare vakansiedae verleen word.

(c) Wanneer 'n wetteregterlike openbare vakansiedag op 'n Sondag val, word die daaropvolgende Maandag vir die toepassing van hierdie klousule geag daardie bepaalde vakansiedag te wees, en waar Kersdag op 'n Sondag val, word die daaropvolgende Dinsdag geag Tweede Kersdag te wees.

(3) (a) In cases where a journeyman, injection equipment repairer of B/A journeyman has been absent from work for the reasons specified under (i) and (ii) of proviso (a) of sub-clause (1) of this section, the additional holiday pay payable in terms of sub-clause (1) of this section shall be paid by the employer direct to the beneficiary on or before each pay-day falling within his period of absence.

(b) In cases where a journeyman, injection equipment repairer or B/A journeyman has been absent from work for the reason specified under (iii) of proviso (a) of sub-clause (1) of this section, the additional holiday pay payable in terms of sub-clause (1) of this section shall be paid by the employer direct to the beneficiary when he qualifies for or takes his annual leave.

(4) Subject to the provisions of Clause 34 (A) the additional holiday pay payable in terms of sub-clause (1) of this section shall be payable to journeymen, injection equipment repairers and B/A journeymen when they proceed on annual leave, and application for it shall be lodged with the Regional Secretary concerned at least two weeks before the beneficiary's leave is due to begin.

(5) Subject to the provisions of sub-clause (4) of Clause 36 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 (3), (4) and (5) of Section B of this clause shall apply *mutatis mutandis* in respect of additional holiday pay.

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 may determine; provided that—

(a) any such leave pay or additional holiday pay or portion thereof as the Council may regard as being in excess of what is required to finance the reserve, shall be forfeited to the Council;

(b) any leave pay or additional holiday pay which has been forfeited to the Council or paid to the reserve in terms of this sub-clause, and which is subsequently claimed by the beneficiary may be paid at the discretion of the Council.

(2) The reserve shall be administered by Regional Councils in accordance with principles formulated by the Council and a copy of the memorandum containing such principles and particulars of any amendments shall be lodged with the Secretary for 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 this 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 for the Industry is not negotiated 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 reserve and the special account referred to in Section V of this clause, 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 costs of administration of the reserve and of the said special account.

CLAUSE 15.—PAYMENT FOR PUBLIC HOLIDAYS

(1) (a) All employees shall be entitled to leave on full pay on the undermentioned statutory public holidays:—

New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Family Day, Kruger Day, Day of the Covenant, Christmas Day and Boxing Day.

(b) All employees for whom wages are prescribed in Schedule B to clause 25 other than workshop administrative staff and supply salesmen, in addition to the public holidays enumerated in paragraph (a) shall be granted leave on full pay on all other statutory public holidays.

(c) Where any statutory public holiday falls on a Sunday, the following Monday shall for purposes of this clause be deemed to be that particular holiday, and where Christmas Day falls on a Sunday the following Tuesday shall be deemed to be Boxing Day.

(2) Behoudens die bepaling van subklousule (1) hiervan, wanneer 'n werknemer, uitgesonderd 'n wag, werk op enigen van die wetteregtelike openbare vakansiedae ten opsigte waarvan hy kragtens subklousule (1) geregtig is op verlof met volle besoldiging, moet sy werkgever hom, benewens sy gewone besoldiging vir sodanige dag, die volgende betaal:—

- (a) Besoldiging teen minstens sy uurloon vir elke uur of gedeelte van 'n uur gewerk, tot 8 uur; en
- (b) dubbel sy uurloon vir elke uur of gedeelte van 'n uur langer as 8 uur op sodanige dag gewerk.

(3) Wanneer een van die wetteregtelike openbare vakansiedae wat in subklousule (1) bedoel word, op 'n ander dag as 'n werkdag val, uitgesonderd 'n Sondag, moet 'n werknemer, uitgesonderd 'n wag, wat op sodanige wetteregtelike openbare vakansiedag werk, besoldig word teen die loon wat in subklousule (4) van klousule 30 voorgeskryf word.

(4) As 'n werkgever sy bedryfsinrigting op 'n wetteregtelike openbare vakansiedag, uitgesonderd dié genoem in subklousule (1) van hierdie klousule, wil sluit, moet hy—

- (a) aan kantoor-, pakhuis-, verkoops- en klerklike werknemers, vakleerlinge en, elders as in Streek WP, aan werknemers vir wie lone van R6 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 nie later nie as 3 uur vóór die gewone sluitingstyd op die laaste werkdag voor sodanige openbare vakansiedag en op 'n plek wat vir sy werknemers geredelik toeganklik is, 'n kennisgewing vertoon het wat die tydperk meld waarin werknemers, uitgesonderd dié vir wie die grondslag van besoldiging in paragraaf (a) van hierdie subklousule voorgeskryf word, nie hoef te werk nie, die volgende betaal:—

- (i) Aan vakmanne, minstens R2 vir sodanige wetteregtelike openbare vakansiedag;
- (ii) aan alle ander werknemers nie elders in hierdie subklousule gemeld nie, met inbegrip—in die geval van Streek WP—van werknemers vir wie lone van R6 of minder per week in hierdie Ooreenkoms voorgeskryf word, minstens 1/15de van 'n week se loon;

- (c) as hy sy bedryfsinrigting sluit sonder om 'n kennisgewing ooreenkomstig die bepaling van paragraaf (b) van hierdie subklousule te vertoon, aan al sy werknemers minstens die besoldiging betaal wat hulle sou ontvang het as hulle op daardie dag van die week hul gewone ure gewerk het.

(5) 'n Werkgever wat van 'n vakman vereis om te werk op 'n wetteregtelike openbare vakansiedag ten opsigte waarvan sy bedryfsinrigting gesluit is ooreenkomstig die bepaling van subklousule (4) (b) hiervan, moet aan sodanige vakman 'n bedrag van R4 betaal plus die besoldiging wat hy ooreenkomstig die bepaling van klousules 25 en 30 sou betaal het vir werk op 'n gewone werkdag.

(6) 'n Arbeider wat minstens 3 dae kennis deur sy werkgever gegee is dat van hom vereis sal word om hom by sy werkplek aan te meld om enigen van die werksaamhede te verrig wat in afdeling (a) van die woordomschrywing van „arbeider” op enigen van die wetteregtelike openbare vakansiedae wat in subklousule (1) (a) van hierdie klousule opgenoem word, maar wat nietermin versuim om hom op sodanige openbare vakansiedag aan te meld, verbeur sy reg op enige vakansiebesoldiging waarop hy anders kragtens hierdie klousule geregtig sou gewees het.

KLousULE 16.—VERONDERSTELLINGS

Benewens enige tydperk wat 'n werknemer werklik in die diens van 'n werkgever werk, word hy geag aldus te werk—

- (a) gedurende enige tydperk waarin hy, ooreenkomstig die vereistes van sy werkgever, by of in 'n bedryfsinrigting teenwoordig is;
- (b) gedurende enige ander tydperk waarin hy by of in sodanige bedryfsinrigting teenwoordig is;
- (c) gedurende enige tydperk waarin hy verantwoordelik is vir enige voertuig wat in die nywerheid gebruik word, af gesien daarvan of sodanige voertuig gedryf word of nie;
- (d) gedurende 'n hele pouse in sy werk as dit hom nie vry staan om die perseel van sy werkgever vir die hele sodanige pouse te verlaat nie; of
- (e) gedurende 'n hele pouse in sy werk indien die duur van sodanige pouse nie gemeld word nie in die registers wat ingevolge die bepaling van klousule 10 van hierdie Hoofstuk gehou moet word;

met dien verstande dat indien daar bewys word dat sodanige werknemer gedurende 'n gedeelte van 'n tydperk bedoel in paragraaf (b), (c), (d) of (e), nie gewerk het nie en dit hom vry gestaan het om die perseel te verlaat, die veronderstelling vervat in hierdie klousule, nie in verband met daardie gedeelte van sodanige tydperk ten opsigte van sodanige werknemer van toepassing is nie.

(2) Subject to the terms of sub-clause (1) hereof whenever an employee other than a watchman, works on any statutory public holiday in respect of which he is entitled to leave on full pay in terms of sub-clause (1), his employer shall in addition to his normal remuneration for such day, pay him—

- (a) remuneration at a rate not less than his hourly wage for each hour or part of an hour worked up to 8 hours; and
- (b) double his hourly wage for each hour or part of an hour worked in excess of 8 hours on such day.

(3) Whenever one of the statutory public holidays referred to in sub-clause (1) falls on a non-working day, other than a Sunday, an employee other than a watchman who works on such statutory public holiday shall be remunerated at the rates prescribed in sub-clause (4) of clause 30.

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

- (a) pay office, stores, sales and clerical employees, apprentices and, except in Region WP, employees for whom wages of R6 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 3 hours before the ordinary stopping time on the last working day prior to such public holiday at 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 paragraph (a) of this sub-clause would not be required to work, pay—

- (i) journeymen not less than R2 for such statutory public holiday;

- (ii) all other employees, not elsewhere referred to in this sub-clause including in the case of Region WP employees for whom wages of R6 or less per week are prescribed in this Agreement, not less than 1/15th of a week's wages;

- (c) if he closes his establishment without displaying the notice in terms of paragraph (b) of this sub-clause, 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) An employer who requires a journeyman to work on a statutory public holiday in respect of which his establishment has been closed in terms of sub-clause (4) (b) hereof, shall pay such journeyman R4 plus the remuneration he would pay in terms of clauses 25 and 30 for work on a normal working day.

(6) A labourer who has been given not less than 3 days' notice by his employer that he will be required to attend his place of employment to perform any of the duties listed in section (a) of the definition of „labourer” on any of the statutory public holidays enumerated in sub-clause (1) (a) of this clause but who nevertheless fails to report for duty on such public holiday thereby forfeits his right to any holiday pay to which he would otherwise be entitled in terms of this clause.

CLAUSE 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 Chapter;

provided that if it is proved that any such employee was not working and was free to leave the premises during any portion of any period referred to in paragraphs (b), (c), (d) or (e) the presumption established by this clause shall not apply in respect of such employee with reference to that portion of such period.

KLOUSULE 17.—BESIGHEIDSURE

(1) Geen werkgewer mag, behoudens die bepalinge van klousule 31, 'n bedryfsinrigting of daardie gedeelte daarvan waarin enigeen van die werksaamhede verrig word wat gespesifiseer is in paragrawe (a), (b), (c) en (d) van die woordomsyrywing van „Motornywerheid” in hierdie Ooreenkoms, oopmaak, oophou of toelaat dat dit oop is nie:—

(a) Voor 6.30 vm. of later as 6.30 nm. op Maandae tot en met Vrydae;

(b) op 'n Saterdag of Sondag; en hy mag ook nie, behalwe in die geval van noodwerk, enigeen van genoemde werksaamhede op 'n Saterdag of Sondag verrig of toelaat dat dit verrig word nie.

(2) Geen werkgewer en/of sy werknemer in streke BR, EP, NC, NL, OFS en WP mag hom gedurende onderstaande tye met die verkoop van 'n motorvoertuig besig hou nie, en 'n werkgewer mag ook nie toelaat dat 'n ander persoon hom in verband met die verkoop van 'n motorvoertuig besig hou nie in of by 'n motorvoertuigverkoop sinrigting:—

(a) Op 'n Sondag of openbare vakansiedag;

(b) voor 8 vm. op enige dag;

(c) later as 6 nm. op Maandae tot en met Vrydae;

(d) later as 1 nm. op Saterdag.

Vir die toepassing van hierdie klousule—

(i) het „motorvoertuig” die betekenis wat in die omsyrywing van „Motornywerheid” in klousule 3 van hierdie Ooreenkoms daaraan geheg word;

(ii) beteken „motorvoertuigverkoop sinrigting” 'n plek waarin, waarop of waaruit motorvoertuie verkoop word of waarin of waarop motorvoertuie bewaar of uitgestel word, en bevat dit ook alle kantore wat daaraan verbonde is;

(iii) omvat die uitdrukking „hom besig hou met die verkoop van 'n motorvoertuig” die uitvoering van enige werksaamheid wat deel uitmaak van of 'n voorlopige werksaamheid is vir die verkoop van 'n motorvoertuig, uitgesonderd die stilstande uitstalling van sodanige motorvoertuig, en omvat dit ook die uitvoering van enige sodanige werksaamheid deur middel van 'n telefooninstrument wat in of op 'n motorvoertuigverkoop sinrigting geïnstalleer is.

(3) Geen werkgewer in die Streek Transvaal mag 'n motorverkooplokaal en/of verkooplokaal of 'n ander bedryfsinrigting waarop of waaruit motorvoertuie verkoop word of 'n kantoor wat daaraan verbonde is, oopmaak of oophou of toelaat dat dit oop is nie, en geen werkgewer of werknemer mag hom in of by 'n motorverkooplokaal of -vertoonlokaal of 'n ander bedryfsinrigting waarop of waaruit motorvoertuie verkoop word of 'n kantoor wat daaraan verbonde is, met die verkoop van 'n motorvoertuig besig hou nie—

(i) op 'n Sondag of openbare vakansiedag;

(ii) voor 8 vm. op enige dag;

(iii) later as 6 nm. op Maandae tot en met Vrydae; en

(vi) later as 1 nm. op Saterdag.

Vir die toepassing van hierdie subklousule—

(i) het „motorvoertuig” die betekenis wat in die woordomsyrywing van „Motornywerheid” in klousule 3 van hierdie Ooreenkoms daaraan geheg word;

(ii) omvat die uitdrukking „hom besig hou met die verkoop van 'n motorvoertuig” ook die uitvoering van 'n werksaamheid wat deel uitmaak van of 'n voorlopige werksaamheid is vir die verkoop van 'n motorvoertuig, uitgesonderd die stilstande uitstalling van sodanige motorvoertuig, en omvat dit ook die uitvoering van enige sodanige werksaamheid deur middel van 'n telefooninstrument wat in of op 'n motorvoertuigverkoop sinrigting geïnstalleer is.

(4) Geen werkgewer mag 'n bybehorenswinkel of motorslopingswerf of 'n kantoor daaraan verbonde, gedurende ondergenoemde tye oopmaak of oophou of toelaat dat dit oop is nie, en ook mag hy nie uit sodanige bedryfsinrigting goedere of handelsware verkoop of lewer nie behalwe vir gebruik in die werkgewer se werkwinkel:—

(a) Op 'n Sondag of openbare vakansiedag;

(b) voor 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 word die verkoop, vanuit 'n vul- en/of diensstasie of 'n bedryfsinrigting wat by wet ingevolge 'n motorgaragelensie gedryf moet word, van petrol, olie, buitebande, binnebande of dié onderdele wat vir noodwerk noodsaaklik is, te verbied nie.

[OPMERKING.—Ooreenkomstige die bepalinge van die Wet op Lisensies (Wet No. 44 van 1962), Item 15, Tweede Bylae]—

(1) word 'n motorgaragelensie vereis van enigeen wat die bedryf beoefen of sake doen in verband met die herstel, ontvangs, berging of bewaring van motorkarre, motorfiets of ander meganiese aangedrewe voertuie teen betaling of beloning en moet sodanige lisensie uitgeneem word

CLAUSE 17.—TRADING HOURS

(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), (c) and (d) of the definition of “Motor Industry” in this Agreement—

(a) earlier than 6.30 a.m. or later than 6.30 p.m. on Mondays to Fridays, both days inclusive;

(b) on any Saturday or Sunday;

nor shall he, except in the case of emergency work, conduct or permit to be conducted, any of the said activities on any Saturday or Sunday.

(2) No employer and/or his employee in Regions BR, EP, NC, NL, OFS and WP shall engage in the sale of any motor vehicle, nor shall any employer permit any other person to engage in the sale of any motor vehicle, in or on any motor vehicle sales establishment—

(a) 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.

For the purpose of this sub-clause—

(i) “motor vehicle” has the meaning assigned to it in the definition of “Motor Industry” in Clause 3 of this Agreement;

(ii) “motor vehicle sales establishment” means any place in, on or from which motor vehicles are sold, or in or on which motor vehicles are stored or displayed, and includes any office attached thereto;

(iii) the expression “engage in the sale of any motor vehicle” includes the carrying out of any activity which forms part of, or which is preliminary to, the sale of any motor vehicle, other than the stationary display of such motor vehicle, and includes, further, the carrying out of any such activity through the medium of a telephone instrument installed in or on a motor vehicle sales establishment.

(3) No employer in Region Transvaal, shall open or keep open or permit to be open any motor salesroom and/or salesroom or any other establishment on or from which motor vehicles are sold, or office attached to any of these, and no employer or employee shall in or on or from any motor salesroom or showroom or any other establishment on or from which motor vehicles are sold, or office attached to any of these, engage in the sale of any motor vehicle—

(i) on any Sunday or public holiday;

(ii) earlier than 8 a.m., on any day;

(iii) later than 6 p.m. on Mondays to Fridays, inclusive; and

(iv) later than 1 p.m. on Saturdays.

For the purpose of this sub-clause—

(i) “motor vehicle” has the meaning assigned to it in the definition of “Motor Industry” in Clause 3 of this Agreement;

(ii) the expression “engage in the sale of any motor vehicle” includes the carrying out of any activity which forms part of, or which is preliminary to, the sale of any motor vehicle, other than the stationary display of such motor vehicle, and includes, further, the carrying out of any such activity through the medium of a telephone instrument installed in or on a motor vehicle sales establishment.

(4) No employer shall open or keep open or permit to be open any accessory shop or motor graveyard, or any office attached thereto, or sell or supply from such establishments, except for use in the 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 Monday to Fridays, inclusive;

(d) later than 1 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 parts as are required for emergency work.

[NOTE.—In terms of the Licences Act (Act No. 44 of 1962), Item 15 Second Schedule]—

(1) 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

benewens enige ander lisensie as dié van 'n algemene handelaar waarvoor die lisensiehouer aanspreeklik mag wees;

- (2) is die houër van sodanige lisensie daarop geregtig om daarkragtens petrol, olie, buitebande en ander motorbybehore, uitgesonderd motorkarre, motorfietsse of ander selfaangedrewe voertuie, te verkoop.

KLOUSULE 18.—REISTOELAES

(1) 'n Werkgewer wat van 'n werknemer, uitgesonderd 'n handelsreisiger, diensverkoper of leweransier-verkoper vereis om op 'n ander plek te werk as die bedryfsinrigting waar hy gewoonlik werksaam is, moet die reismittele verskaf of daarvoor reël, en sodanige werknemer soos volg besoldig:—

(a) Terwyl hy as 'n passasier reis, teen die gewone loon, maar nie meer as een dag se loon nie ten opsigte van elke tydperk van 24 agtereenvolgende ure wat aan reis bestee word;

(b) terwyl hy met 'n taak besig is of terwyl hy reis in 'n voertuig wat hy moet bestuur, teen die gewone loon vir elke gedeelte van die werk en/of die bestuurwerk wat gedoen word gedurende die gewone werkure van die bedryfsinrigting waarin hy werksaam is, en teen oortydbesoldiging soos voorgeskryf in klousule 30, vir elke gedeelte van die werk en/of bestuurwerk wat buite sodanige gewone werkure verrig word;

(c) die koste van 'n tweedeklasreitoerkaartjie as hy per trein reis en 'n terugbetaling van die koste van sy etes en bed op die trein;

(d) 'n terugbetaling van losies- en verblyfkoste wanneer hy by die werk besig is of van en na die werk reis;

(e) minstens 25 sent per nag in die geval van werknemers vir wie lone van R6 of minder per week in hierdie Ooreenkoms voorgeskryf word of 50 sent per nag in die geval van 'n ander werknemer vir dié nagte wat hy weens sy werk verhinder is om na sy woonplek te keer.

(2) 'n Handelsreisiger, diensverkoper of leweransier-verkoper—

(a) wat op enige reis wat hy in die verrigting van sy werksaamhede onderneem, van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is vir 'n langer tydperk as 6 agtereenvolgende ure, moet—

(i) deur sy werkgewer vergoed word vir alle uitgawes wat hy redelikerwys aangegaan het om etes en tee vir homself te verkry gedurende elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie; of

(ii) deur sy werkgewer 'n verblyftoelaë van minstens R3.50 vir elke nag betaal word in gevalle waar sodanige tydperk van afwesigheid oor een of meer nagte strek; met dien verstande dat, vir die toepassing van hierdie paragraaf, die uitdrukking „nag” die tydperk tussen 11 nm. en 4 vm. beteken;

(b) wat sy werkgewer se motorvoertuig gebruik of van wie vereis word om per trein te reis of om van 'n ander voertuig, uitgesonderd sy eie, gebruik te maak, moet deur sy werkgewer vergoed word vir alle redelik vervoeruitgawes wat hy in die verrigting van sy werksaamhede aangegaan het, en vir die toepassing van hierdie paragraaf word die koste daaraan verbonde om 'n motorvoertuig oornag onderdak te bring, geag vervoerkoste te wees;

(c) van wie vereis word of wat toegelaat word om 'n motorvoertuig vir die verrigting van sy werksaamhede te verskaf, moet deur sy werkgewer 'n insluitende vervoertoelaë betaal word vir elke myl wat hy in die verrigting van sy werksaamhede in sodanige voertuig afgelê het. Sodanige vervoertoelaë is soos volg:—

(i) Waar die motorvoertuig minder as 1,250 c³ is—6 sent per myl;

(ii) waar die motorvoertuig 1,250 c³ is maar nie meer as 2,500 c³ nie—8 sent per myl;

(iii) waar die motorvoertuig meer as 2,500 c³ is—10 sent per myl.

(3) Alle toelaes en uitgawes wat ingevolge die bepalings van subklousule (2) aan 'n handelsreisiger, diensverkoper of leweransier-verkoper betaalbaar is, moet deur sy werkgewer aan hom betaal word binne sewe dae vanaf die datum waarop sodanige werknemer sy skriftelike eis daarvoor ingedien het; met dien verstande dat die werknemer nie meer as een eis vir sodanige toelaes en uitgawes in een week mag indien nie en ook dat hy nie sodanige eise by tussenpose van meer as een maand tussen eise mag indien nie.

(4) Die bepalings van hierdie klousule is nie op mobiele werk-winkels van toepassing nie mits beddegoed en kookgereedskap deur die werkgewer verskaf word.

mechanical propelled vehicles for payment or reward and shall be additional to any licence as a general dealer for which the licensee may be liable;

- (2) 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.

CLAUSE 18.—TRAVELLING ALLOWANCES

(1) An employer who requires an employee other than a traveller, service supply salesman or supply salesman to work away from the establishment where he is ordinarily employed shall provide or arrange for the mode of transport, and shall pay such employee—

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

(b) whilst on the job or whilst travelling in a vehicle which he is required to drive, at ordinary rates of wages for any 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 for any portion of the work and/or driving which is done outside of such normal hours;

(c) second-class return fare if he travels by train and a refund of the cost of his meals and bedding on the train;

(d) a refund of board and lodging when on the job or travelling to and from the job;

(e) not less than 25 cents per night in the case of employees for whom wages of R6 or less per week are prescribed in this Agreement or 50 cents per night in the case of any other employee for such nights as he is prevented by his work from returning to his home.

(2) A traveller, service supply salesman or 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 tea 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 R3.50 for each night where such period of absence extends over one or more nights; provided that for the purpose of this paragraph the expression "night" means the period between 11 p.m. and 4 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 in respect of each mile travelled in such vehicle in the performance of his duties. Such transport allowance shall be—

(i) where the motor vehicle is under 1,250 cc—6 cents per mile;

(ii) where the motor vehicle is 1,250 cc but not over 2,500 cc—8 cents per mile;

(iii) where the motor vehicle is over 2,500 cc—10 cents per mile.

(3) Any allowances and expenses payable to a traveller, service supply salesman or 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 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.

KLOUSULE 19.—VERSKAFFING VAN OORPAKKE OF TOELAES IN PLAAS DAARVAN

(1) (a) Elke werkgewer moet aan elkeen van sy vakmanne, B/A-vakmanne, inspuittuistruistingsherstellers, gekwalifiseer en ongekwalifiseer, en vakleerlinge drie eerstegraadse oorpakke aan die begin van elke jaarkring diens gratis verskaf; met dien verstande dat, in plaas van die verskaffing van sodanige kledingstukke, 'n werkgewer aan sodanige werknemers 'n weeklikse toelae van 30 sent kan betaal indien hy dit verkies.

(b) Elke werkgewer wat van 'n werknemer, uitgesonderd 'n vakman, B/A-vakman, inspuittuistruistingshersteller, gekwalifiseer of ongekwalifiseer, of 'n vakleerling vereis om 'n uniform, oorpak, stoffas of voorskoot te dra, moet sodanige kledingstuk gratis verskaf.

(2) *Was en stryk van kledingstukke.*—Werknemers wat ingevolge hierdie Ooreenkoms van kledingstukke voorsien word, moet sodanige kledingstukke in 'n skoon toestand hou.

(3) Vir die toepassing van hierdie klousule beteken „jaarkring diens” 'n tydperk van twaalf maande ononderbroke diens by dieselfde werkgewer, wat bereken moet word vanaf die datum van indienstreding by sodanige werkgewer.

(4) *Eiendomsreg op kledingstukke.*—Kledingstukke wat ingevolge hierdie klousule verskaf word, bly gedurende die ses maande wat volg op die datum van uitreiking daarvan, die eiendom van die werkgewer.

(5) *Nie-betaling van toelae.*—Indien 'n werknemer wat kragtens die bepalings van hierdie klousule op die betaling van 'n toelae geregtig is, minder as 23 uur in 'n week werk, is hy nie op 'n oorpaktoelae ten opsigte van daardie week geregtig nie.

(6) *Wanneer toelae betaal moet word.*—Die toelae wat ingevolge die bepalings van subklousule (1) hiervan betaalbaar is, moet gelyktydig met die werknemer se gewone verdienste betaal word.

(7) *Hou van register.*—(a) Elke werkgewer wat kledingstukke aan werknemers ooreenkomstig die bepalings van hierdie klousule verskaf, moet 'n register hou wat te alle tye vir inspeksie beskikbaar is en waarin die name van die betrokke werknemers, die datum waarop die kledingstukke aan hulle uitgereik is en die getal kledingstukke wat uitgereik is, met ink aangeteken moet word.

(b) Die handtekening van die betrokke werknemer by elke aantekening ooreenkomstig die bepalings van die vorige paragraaf, is bewys van die ontvangs van sodanige kledingstukke deur die werknemer.

KLOUSULE 20.—VERANDERING VAN DIENSVOORWAARDES

Geen werkgewer mag vanweë die invoering van hierdie Ooreenkoms die besoldiging van 'n werknemer wat 'n hoër loon ontvang as dié wat in hierdie Ooreenkoms voorgeskryf word, laat verminder of toelaat dat dit verminder word nie of mag nie sodanige werknemer ontslaan en hom weer teen 'n laer besoldiging in diens neem nie of mag nie van 'n werknemer vereis of hom toelaat om aan hom die hele of 'n gedeelte van 'n toelae wat ingevolge hierdie Ooreenkoms betaalbaar is, te betaal of terug te betaal nie, en hy mag ook nie enige daad pleeg of laat pleeg of toelaat dat dit gepleeg word wat regstreeks of onregstreeks daartoe lei dat 'n werknemer die voordeel of 'n gedeelte van die voordeel van sodanige toelae ontnem word nie.

KLOUSULE 21.—FIETSTOELAE

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

(2) Waar 'n werknemer daarmee instem om sy eie fiets te verskaf vir gebruik in sy werk, moet die werkgewer hom, benewens sy weeklikse besoldiging, minstens 35 sent per week of gedeelte van 'n week betaal.

KLOUSULE 22.—VERSKAFFING VAN GEREEDSKAP

(1) (a) Waar enigeen van ondergenoemde artikels in 'n bedryfs-inrigting nodig is, moet die werkgewer dit gratis verskaf:—

Elektriese en/of druklugboormasjiene; banke en bank-skroewe; domkragte en bokke; skuurwiele; katrolstelle of hyskrane; ghriesspuite of ander ghriesapparaat; verlengligte met 'n maksimum van een gloeilamp per maand; poets- of sweetlappes; middels vir die skoonmaak van olierige dele; ystersaaglemme; vyle van 8 duim en langer; een werktuigkundige se lêplank ten opsigte van elke vakman-motorwerktuigkundige wat in die werkgewer se werk-winkel werkzaam is; stoffeerdernaaimasjiene; tapbout-trekkers; bore van meer as $\frac{3}{8}$ duim; ruimers van alle groottes; skroefsnijgereedskap; stokke en snymoere en snytappes; blaaslampe; alle spesiale moersleutels; hamers van 3 lb. en swaarder; Stillsonmoersleutels van meer as 12 duim; wringysters; groot soldeerboute; klinknaelstelle; klepbeddingfrese; klepslypmengsel; mikrometers; hidrometers en elektriese toets- en defekopsporingsapparaat; grofsmidsgereedskap;

CLAUSE 19.—SUPPLY OF OVERALLS OR ALLOWANCE IN LIEU THEREOF

(1) (a) Each employer shall supply to each of his journeymen, B/A journeymen, injection equipment repairers, qualified and unqualified and apprentices three first-grade overalls at the beginning of each yearly cycle of employment free of charge, provided that instead of supplying such garments an employer may if he wishes pay to such employees a weekly allowance of 30 cents.

(b) Every employer who requires any employee other than a journeyman, B/A journeyman, injection equipment repairer, qualified or unqualified or an apprentice to wear a uniform, overall, dustcoat or apron, shall provide such garment free of charge.

(2) *Laundering of Garments.*—Employees supplied with garments in terms of this Agreement shall maintain such garments in a clean condition.

(3) For the purpose of this clause “yearly cycle of employment” shall mean a period of 12 months’ continuous employment with the same employer and shall be calculated from the date of commencement of employment with such employer.

(4) *Ownership of Garments.*—During the six months following the date of issue, garments supplied in terms of this clause, shall remain the property of the employer.

(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 23 hours 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-clause (1) hereof shall be paid at the same time as the employees’ 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 all employees concerned, the date of issue of the garments and the number of garments issued.

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

CLAUSE 20.—CHANGE IN CONDITIONS OF EMPLOYMENT

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 allowance payable in terms of this Agreement, 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 any portion of the benefit of such allowance.

CLAUSE 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 him not less than 35 cents per week or part of a week in addition to his weekly remuneration.

CLAUSE 22.—SUPPLY OF TOOLS

(1) (a) Where any of the following articles are required in an establishment the employer shall provide them free of charge:—

Electrical and/or pneumatic drilling machines; benches and vices; jacks and trestles; emery wheels; blocks and tackles or cranes; grease guns or other greasing apparatus; extension lights with a maximum of one globe per month; waste or sweat rags; means of cleaning greasy parts; hacksaw blades; 8-inch files and over; one mechanic’s cradle in respect of each journeyman motor mechanic employed in the employer’s workshop; trimmers’ sewing machines; stud extractors; drills of over $\frac{3}{8}$ -inch; reamers of all sizes; screwing tackles; stocks and dies and taps; blow lamps; all special spanners; hammers of 3-lb. and over; Stillson wrenches over 12 inches; wringing irons; large soldering irons; rivet sets; valve seat cutters; valve grinding compound; micrometers; hydrometers and electrical testing and fault-finding apparatus; blacksmith’s tools;

en dié ander stukke gereedskap wat gewoonlik deur werkgewers verskaf word.

(b) Werkgewers moet hul werknemers ooreenkomstig regulasies B. 6 en C. 20 van die Wet op Fabriek (soos gewysig), van artikels vir persoonlike beskermende uitrusting en klerie voorsien.

(2) In die geval van 'n werknemer wat herhalende werk verrig wat 'n groot hoeveelheid bore of vyle of dergelike breekbare stukke gereedskap vereis, moet sodanige stukke gereedskap deur die werkgewer verskaf word.

(3) (a) 'n Werkgewer moet aan elkeen van sy vakmanne van wie vereis word om sy eie gereedskap te verskaf en aan elkeen van sy vakleerlinge wat sy eie gereedskap verskaf, 'n gereedskaps-toelae van 25 sent per week benewens sy gewone besoldiging betaal.

(b) Die gereedskaps-toelae moet gelyktydig met die werknemer se loon betaal word, en behoudens die bepaling van paragraaf (e) en (f) hiervan, mag geen werkgewer van 'n werknemer vereis of hom toelaat om die hele gereedskaps-toelae of 'n gedeelte daarvan aan hom terug te betaal nie, en die werkgewer mag ook geen stap doen of laat doen of toelaat dat dit gedoen word nie wat regstreeks of onregstreeks die uitwerking het dat 'n werknemer die voordeel van 'n gedeelte van die voordeel van sodanige toelae ontnem word.

(c) Elke werkgewer moet in sy bedryfsinrigting en op 'n plek wat vir sy werknemers geredelik toeganklik is, 'n kennisgewing vertoon wat 'n lys, soos deur die betrokke streekraad goedgekeur, bevat van alle vakmansgereedskap wat deur elke vakman in sy diens en in die loop van sy werk verskaf, besit en gebruik moet word.

(d) (i) Elke werkgewer moet die gereedskap wat aan elkeen van sy vakmanne en vakleerlinge behoort, tot 'n maksimum van R100 per werknemer teen verlies weens brand of of diefstal deur middel van inbraak by sy perseel verseker.

(ii) Ingeval daar van die gereedskap waarvoor die werknemer verantwoordelik is, verlore raak, vermis word of nie beskikbaar is nie om enige ander rede as dié bedoel in paragraaf (i) van hierdie subklousule, moet die betrokke werknemer daarop sodanige gereedskap op eie koste vervang, hernuwe of opknap.

(iii) Enige verlies weens brand of diefstal van die aard in paragraaf (i) van hierdie subklousule bedoel, wat meer as R100 per werknemer bedra, moet deur die betrokke werknemer gedra word.

(e) Indien 'n vakman versuim om sodanige gereedskap te vervang, te hernuwe of op te knap, het die werkgewer die reg om die betaling van die gereedskaps-toelae soos voorgeskryf in paragraaf (a) hiervan, te staak tot tyd en wyl sodanige werknemer voldoen aan die bepaling van paragraaf (d) hiervan.

(f) 'n Werknemer wat minder as 23 uur in 'n week werk, is nie ten opsigte van so 'n week op 'n gereedskaps-toelae geregtig nie.

(g) Die bepaling van paragraaf (b) tot (f) van hierdie subklousule is *mutatis mutandis* van toepassing op vakleerlinge wat kragtens die bepaling van paragraaf (a) op 'n gereedskaps-toelae geregtig is.

KLOUSULE 23.—BUIIEWERK

Geen werknemer mag—

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

(b) vir eie rekening of ten behoeve van enige persoon of firma, uitgesonderd sy werkgewer, handel in motorvoertuie of -bybehorens dryf nie.

KLOUSULE 24.—STUKWERK EN KOMMISSIEWERK

(1) *Stukwerk.*

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

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

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

(2) *Kommissiewerk.*

(a) Die kommissiegrondslag waarop 'n werkgewer hom kontraktueel verbind om 'n motorvoertuigverkoopsman, -verkoopsdame of handelsreisiger benewens sy/haar loon te betaal, moet skriftelik gespesifiseer word.

and other such tools as are customarily supplied by employers.

(b) Employers shall provide their employees with articles of personal protective equipment and clothing in accordance with Regulations B.6 and C.20 of the Factories Act (as amended).

(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 25 cents per week in addition to his normal remuneration.

(b) The tool allowance shall be paid at the same time as the employee's wages are paid and save as provided in paragraphs (e) and (f) hereof no employer shall require or permit 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) (i) Every employer shall insure the tools belonging to each of his journeymen and apprentices against loss through fire at or theft by forced entry into his premises up to a maximum of R100 per employee;

(ii) In the event of any tools for which the employee is responsible being lost, missing or not available for any reason other than those referred to in paragraph (i) of this sub-clause the employee concerned shall thereupon replace, renew or recondition such tools at his own expense;

(iii) Any loss through fire or theft of the nature referred to in paragraph (i) of this sub-clause in excess of R100 per employee shall be borne by the employee concerned.

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

(f) Any employee who works less than 23 hours in any one week shall not be entitled to any tool allowance provided for by this clause in respect of that week.

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

CLAUSE 23.—OUT-WORK

No employee shall—

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

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

CLAUSE 24.—PIECE-WORK AND COMMISSION WORK

(1) *Piece-work:*

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

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

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

(2) *Commission work:*

(a) The basis of the commission which an employer contracts to pay a motor vehicle salesman, saleslady or traveller in addition to his/her wage shall be specified in writing.

- (b) Enigeen van die partye wat 'n kontrak soos in paragraaf (a) van hierdie subklousule bedoel, wil intrek of 'n verandering wil laat aanbring in die grondslag van die kontrak, moet twee weke vooraf skriftelik kennis van sodanige voornemens aan die ander party gee, en geen intrekking van of verandering in die bepalings van die kontrak is van krag nie tensy sodanige kennis gegee is; met dien verstande dat daar vir 'n korter tydperk as twee weke kennis gegee mag word deur die werkgewer indien hy die kommissie-tarief wil verhoog.

KLOUSULE 25.—LONE

Die minimum loon wat 'n werkgewer aan elkeen van sy werknemers van die klasse wat in onderstaande loonlyste gespesifiseer word, moet betaal, is dié wat vir die betrokke klas werknemers in die gebied van die streek waarin sy bedryfsinrigting geleë is, gespesifiseer word, en geen werknemer mag 'n loon wat laer is as dié wat vir sy klas in sodanige gebied gespesifiseer word, aanneem nie.

(OPMERKING.—In die geval van maandeliks besoldigde werknemers, is die minimum loon vier en een derde maal die bedrag van die weekloon wat in hierdie loonlyste gemeld word.)

LYS A

WERKWINKELWERKNEMERS

Klas werknemer	Loon per week	
	Gebiede A	Ander gebiede
	R	R
Batterywerktuigkundige—		
Gedurende eerste 12 maande ondervinding	18.22	16.95
Daarna	20.74	19.48
Bakwinklassistent—		
Gedurende eerste 6 maande ondervinding	14.30	12.10
Gedurende tweede 6 maande ondervinding	15.40	13.20
Daarna	16.50	14.30
Herstellwinklassistent—		
Gedurende eerste 6 maande ondervinding	14.30	12.10
Gedurende tweede 6 maande ondervinding	15.40	13.20
Daarna	16.50	14.30
	Alle gebiede	
	R	
B/A-vakman	35.20	
Inspuittrustingshersteller, gekwalifiseer	40.00	
Inspuittrustingshersteller, ongekwalifiseer	23.28	
Vakman	40.00	
Motorfietswerktuigkundige se assistent	12.14	
Monteur van nuwe motorvoertuie	19.48	
Verkoelerhersteller—		
Gedurende eerste 3 maande ondervinding	13.41	
Daarna	14.42	
Stroper	12.14	
Bromponiewerker	12.40	
Diensverkoper	40.00	
Speekwielsteller—		
Gedurende eerste 3 maande ondervinding	12.40	
Daarna	14.67	
Toesighouer	24.14	
Vulkaniseerder se werkmans—		
Gedurende eerste 12 maande ondervinding	11.55	
Daarna	13.75	

LYS B

KANTOOR-, VOORRAAD-, VERKOOPS- EN KLERKLIKE WERKNEMERS

Klas werknemer	Minimum loon			
	Gebiede A		Ander gebiede	
	p.w.	p.m.	p.w.	p.m.
	R	R	R	R
(i) Manlike winklassistent/verkoper en/of klerk—				
Gedurende eerste jaar ondervinding	12.80	55.51	11.95	51.77
Gedurende tweede jaar ondervinding	16.63	72.07	15.14	65.59
Gedurende derde jaar ondervinding	20.47	88.70	18.44	79.89
Gedurende vierde jaar ondervinding	24.32	105.39	21.23	91.99

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

CLAUSE 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 for the class of employees concerned in the area of the Region in which his establishment is situated, and no employee shall accept a wage lower than that specified for his class in such area.

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

SCHEDULE A

WORKSHOP EMPLOYEES

Class of Employee	Wages per week	
	A Areas	Other Areas
	R	R
Battery Mechanic—		
During first 12 months of experience	18.22	16.95
Thereafter	20.74	19.48
Body Shop Assistant—		
During first six months of experience	14.30	12.10
During second six months of experience	15.40	13.20
Thereafter	16.50	14.30
Repair Shop Assistant—		
During first 6 months of experience	14.30	12.10
During second 6 months of experience	15.40	13.20
Thereafter	16.50	14.30
	All Areas	
	R	
B/A Journeyman	35.20	
Injection Equipment Repairer, qualified	40.00	
Injection Equipment Repairer, unqualified	23.28	
Journeyman	40.00	
Motor Cycle Mechanic's Assistant	12.14	
New Motor Vehicle Assembler	19.48	
Radiator Repairer—		
During first 3 months of experience	13.41	
Thereafter	14.42	
Stripper	12.14	
Scooter Worker	12.40	
Service Supply Salesman	40.00	
Spoke Wheel Truer—		
During first 3 months of experience	12.40	
Thereafter	14.67	
Supervisor	24.14	
Vulcaniser's Operative—		
During first 12 months of experience	11.55	
Thereafter	13.75	

SCHEDULE B

OFFICE, STORES, SALES AND CLERICAL EMPLOYEES

Classes of Employees	Minimum Wages			
	Areas A		Other Areas	
	p.w.	p.m.	p.w.	p.m.
	R	R	R	R
(i) Male shop assistant/salesman and/or clerical employee—				
During first year of experience	12.80	55.51	11.95	51.77
During second year of experience	16.63	72.07	15.14	65.59
During third year of experience	20.47	88.70	18.44	79.89
During fourth year of experience	24.32	105.39	21.23	91.99

Klas werknemer	Minimum loon			
	Gebiede A		Ander gebiede	
	p.w.	p.m.	p.w.	p.m.
Gedurende vyfde jaar onder- vinding	28.15	121.98	25.59	110.87
Daarna	31.98	138.57	29.80	129.13
Vroulike winklassistent/ver- koopster en/of klerk—				
Gedurende eerste jaar onder- vinding	11.85	51.34	11.05	47.90
Gedurende tweede jaar onder- vinding	14.31	61.97	12.83	55.58
Gedurende derde jaar onder- vinding	16.80	72.79	15.14	65.59
Gedurende vierde jaar onder- vinding	19.26	83.47	17.49	75.79
Daarna	21.76	94.28	19.68	85.27
Motorvoertuigverkoper—				
Gedurende eerste jaar onder- vinding	10.67	46.23	9.95	43.14
Gedurende tweede jaar onder- vinding	13.86	60.06	12.62	54.67
Gedurende derde jaar onder- vinding	17.06	73.93	15.37	66.59
Gedurende vierde jaar onder- vinding	20.27	87.85	17.70	76.69
Gedurende vyfde jaar onder- vinding	23.46	101.67	21.32	92.39
Daarna	26.65	115.50	24.84	107.63
Motorvoertuigverkoopster—				
Gedurende eerste jaar onder- vinding	9.88	42.80	9.21	39.90
Gedurende tweede jaar onder- vinding	11.92	51.67	10.69	46.33
Gedurende derde jaar onder- vinding	14.00	60.68	12.62	54.67
Gedurende vierde jaar onder- vinding	16.06	69.60	14.57	63.16
Daarna	18.14	78.61	16.40	71.07
Manlike handelsreisiger—				
Gedurende eerste jaar onder- vinding	26.65	115.50	26.65	115.50
Gedurende tweede jaar onder- vinding	29.33	127.08	29.33	127.08
Gedurende derde jaar onder- vinding	32.00	138.67	32.00	138.67
Gedurende vierde jaar onder- vinding	34.65	150.15	34.65	150.15
Daarna	37.32	161.73	37.32	161.73
Vroulike handelsreisiger—				
Gedurende eerste jaar onder- vinding	18.66	80.84	18.66	80.84
Gedurende tweede jaar onder- vinding	21.32	92.38	21.37	92.38
Gedurende derde jaar onder- vinding	24.01	104.06	24.01	104.06
Gedurende vierde jaar onder- vinding	26.65	115.50	26.65	115.50
Daarna	29.33	127.08	29.33	127.08
(ii) Ponskaartoperator—				
Gedurende eerste 4 maande ondervinding	12.00	52.00	12.00	52.00
Gedurende tweede 4 maande ondervinding	13.50	58.50	13.50	58.50
Gedurende derde 4 maande ondervinding	15.00	65.00	15.00	65.00
Daarna	17.00	73.67	17.00	73.67
(iii) Leweransier-verkoper—				
Gedurende eerste jaar onder- vinding	12.00	52.00	12.00	52.00
Gedurende tweede jaar onder- vinding	14.67	63.59	14.67	63.59
Gedurende derde jaar onder- vinding	17.32	75.07	17.32	75.07
Daarna	20.00	86.66	20.00	86.66
(iv) Passasierhyserbediener	12.96	56.15	12.96	56.15
Handelsreisiger se assistent	13.17	57.06	13.17	57.06
(v) Deeltydse werknemers	*	*	*	*

*Een elfde van die minimum weekloon wat in (i) hiervan vir klerke voorgeskryf word, vir gewone tyd gewerk op elke dag in 'n bepaalde week of een ses-en-veertigste van sodanige voorgeskrewe minimum weekloon vir elke uur of deel van 'n uur gewone tyd gewerk in 'n bepaalde week, nl. die grootste bedrag.

Classes of Employees	Minimum Wages			
	Areas A		Other Areas	
	p.w.	p.m.	p.w.	p.m.
	R	R	R	R
During fifth year of experience	28.15	121.98	25.59	110.87
Thereafter	31.98	138.57	29.80	129.13
Female shop assistant/saleswoman and/or clerical employee—				
During first year of experience	11.85	51.34	11.05	47.90
During second year of experience	14.31	61.97	12.83	55.58
During third year of experience	16.80	72.79	15.14	65.59
During fourth year of experience	19.26	83.47	17.49	75.79
Thereafter	21.76	94.28	19.68	85.27
Motor vehicle salesman—				
During first year of experience	10.67	46.23	9.95	43.14
During second year of experience	13.86	60.06	12.62	54.67
During third year of experience	17.06	73.93	15.37	66.59
During fourth year of experience	20.27	87.85	17.70	76.69
During fifth year of experience	23.46	101.67	21.32	92.38
Thereafter	26.65	115.50	24.84	107.63
Motor vehicle saleslady—				
During first year of experience	9.88	42.80	9.21	39.90
During second year of experience	11.92	51.67	10.69	46.33
During third year of experience	14.00	60.68	12.62	54.67
During fourth year of experience	16.06	69.60	14.57	63.16
Thereafter	18.14	78.61	16.40	71.07
Male Traveller				
During first year of experience	26.65	115.50	26.65	115.50
During second year of experience	29.33	127.08	29.33	127.08
During third year of experience	32.00	138.67	32.00	138.67
During fourth year of experience	34.65	150.15	34.65	150.15
Thereafter	37.32	161.73	37.32	161.73
Female Traveller—				
During first year of experience	18.66	80.84	18.66	80.84
During second year of experience	21.32	92.38	21.32	92.38
During third year of experience	24.01	104.06	24.01	104.06
During fourth year of experience	26.65	115.50	26.65	115.50
Thereafter	29.33	127.08	29.33	127.08
(ii) Punch-Card Operator—				
During first 4 months' experience	12.00	52.00	12.00	52.00
During second 4 months' experience	13.50	58.50	13.50	58.50
During third 4 months' experience	15.00	65.00	15.00	65.00
Thereafter	17.00	73.67	17.00	73.67
(iii) Supply salesman—				
During first year of experience	12.00	52.00	12.00	52.00
During second year of experience	14.67	63.59	14.67	63.59
During third year of experience	17.32	75.07	17.32	75.07
Thereafter	20.00	86.66	20.00	86.66
(iv) Passenger lift attendant	12.96	56.15	12.96	56.15
Traveller's assistant	13.17	57.06	13.17	57.06
(v) Part-time employees	*	*	*	*

*One-eleventh of the minimum 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 minimum weekly wages for each hour or part of an hour of ordinary time worked in any one week, whichever amount is the greater.

LYS C

Klas werknemer	Streek waarin bedryfsinrigting geleë is	Minimum loon per week		
		Alle streke		
		Ge- biede A	Ge- biede B	Ge- biede C
		R	R	R
Skoonmaakster	Alle streke	6.90	5.57	5.57
Jeugdige arbeiders.	EP BR, NC, NL, OFS, TVL, WP	6.07	5.31	—
		6.38	5.17	4.57
Arbeiders— Gedurende eerste 6 maande on- dervinding	BR, NL, OFS, TVL EP NC WP	7.59 7.59 7.08 8.10	6.07 6.33 6.07 6.33	5.57 — 5.57 5.57
Daarna	BR, NL, OFS, TVL EP NC WP	8.60 8.60 8.60 8.60	6.88 7.08 7.59 6.83	5.57 — 6.07 5.57
Wagte	EP BR, NC, NL, OFS, TVL WP	9.87 9.87 10.18	9.61 8.20 8.20	— 8.20 8.20

KLOUSULE 26.—DIFFERENSIËLE LONE EN VERBODE INDIENSNEMING

(1) *Verbode indiensneming.*

(a) Geen werkgewer mag iemand anders as 'n vakman, B/A-vakman, inspuittuistrustingshersteller, gekwalifiseer of ongekwalifiseer, vakleerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, vir vakmanswerk in diens neem nie; met dien verstande dat hierdie klousule nie geag word die indiensneming van ander klasse werknemers teen die lone voorgeskryf vir sodanige klasse, vir die werksaamhede en onder die omstandighede gespesifiseer in die woordskrywing van sodanige klasse, verbied nie.

(b) Geen werknemer mag 'n werknemer wat onder sy toesig werk, uitgesonderd 'n vakman, B/A-vakman, inspuittuistrustingshersteller, gekwalifiseer of ongekwalifiseer, vakleerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, gelas of toelaat om vakmanswerk te verrig nie.

OPMERKING.—Alle bedrae wat te min aan lone betaal is as gevolg van of in verband met onwettige indiensneming ingevolge hierdie klousule, word ooreenkomstig artikel 83 van die Wet bepaal.

(2) *Differensiële lone—wettige indiensneming.*

'n Werkgewer wat, sonder om subklousule (1) van hierdie klousule te oortree, van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam 60 minute op 'n dag of benewens sy eie werk of in plaas daarvan werk van 'n ander klas te verrig waarvoor—

(a) of 'n hoër loon as dié van sy eie klas;

(b) of 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas, voorgeskryf word, moet sodanige werknemer ten opsigte van daardie dag—

(i) in die geval bedoel in paragraaf (a), minstens die dagloon betaal wat teen die hoër loon bereken is; en

(ii) in die geval bedoel in paragraaf (b), minstens die dagloon betaal, bereken volgens die kerf in die stygende loonskaal onmiddellik hoër as die loon wat die werknemer vir sy gewone werk ontvang het.

KLOUSULE 27.—BESTUUR VAN MOTORVOERTUIG

Ondanks andersluidende bepalings in hierdie Ooreenkoms mag geen werkgewer 'n werknemer wat 'n loon van minder as R8 per week ontvang, 'n motorvoertuig wat uit eie krag beweeg, op 'n openbare pad in die loop van sy werk in die Nywerheid laat bestuur of hom toelaat om dit te bestuur nie.

KLOUSULE 28.—GETALSHOUDE

(1) *Bakwinkelassistent, jeugdige arbeiders, motorfietswerktuigkundige se assistente, herstelwinkelassistent, B/A-vakmanne en bromponiewerke.*—'n Werkgewer mag nie—

SCHEDULE C

Classes of employees	Region in which establishment situated	Minimum wages per week		
		All Regions		
		Areas A	Areas B	Areas C
Char	All Regions	R 6.90	R 5.57	R 5.57
Juvenile labourers .	EP BR, NC, NL, OFS, TVL, WP	6.07	5.31	—
		6.38	5.17	4.57
Labourers— During first 6 months of ex- perience	BR, NL, OFS, TVL EP NC WP	7.59 7.59 7.08 8.10	6.07 6.33 6.07 6.33	5.57 — 5.57 5.57
Thereafter	BR, NL, OFS, TVL EP NC WP	8.60 8.60 8.60 8.60	6.88 7.08 7.59 6.83	5.57 — 6.07 5.57
Watchmen	EP BR, NC, NL, OFS, TVL WP	9.87 9.87 10.18	9.61 8.20 8.20	— 8.20 8.20

CLAUSE 26.—DIFFERENTIAL RATES OF WAGES AND PROHIBITED EMPLOYMENT

(1) *Prohibited Employment:*

(a) No employer shall employ any person other than a journeyman, B/A journeyman, injection equipment repairer, qualified or unqualified, apprentice or trainee under the Training of Artisans Act, 1951, on journeyman's work; provided that this clause shall not be deemed to prohibit the employment of other classes of employees at the wages prescribed for such classes, on the operations and in the circumstances specified in the definitions of such classes.

(b) No employee shall instruct or permit any employee (working under his supervision) other than a journeyman, B/A journeyman, injection equipment repairer, qualified or unqualified, apprentice or trainee under the Training of Artisans Act, 1951 to perform journeyman's work.

NOTE.—Any underpayments of wages which arise from or are connected with illegal employment in terms of this clause shall be assessed in accordance with Section 83 of the Act.

(2) *Differential Rates—Legal Employment:*

An employer who without contravening sub-clause (1) of this clause requires or permits a member of one class of his employees to perform for longer than sixty minutes in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage higher than that of his own class, or

(b) a rising scale of wages terminating in a wage higher than that of his own class,

is prescribed, shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work.

CLAUSE 27.—DRIVING OF MOTOR VEHICLES

Notwithstanding anything to the contrary contained in this Agreement no employer shall cause or permit any employee in receipt of wages of less than R8 per week to drive any motor vehicle under its own power on a public road during the course of his employment in the Industry.

CLAUSE 28.—RATIO

(1) *Body Shop Assistants, Juvenile Labourers, Motor Cycle Mechanic's Assistants, Repair Shop Assistants, B/A Journeymen and Scooter Workers.*—An employer shall not employ:—

- (a) 'n bakwinkelassistent of 'n B/A-vakman in enige duikklop-bedryfsinrigting of bakwinkel in diens neem nie tensy hy in sodanige duikklopbedryfsinrigting of bakwinkel twee of meer vakmanne van die tipe wat gewoonlik in hierdie soort bedryfsinrigting werk, aktief in sy diens het, en die bakwinkelassistentie en B/A-vakmanne wat by hom in diens is, mag te gener tyd altesaam meer as die getal gespesifiseer in Kolom II van die lys hieronder, wees nie as die getal vakmanne wat aktief in sy duikklop- of bakwinkel werksaam is, nie meer is nie as die getal gespesifiseer in Kolom I van genoemde lys:

LYS

Kolom I:
Getal vakmanne van die tipe wat gewoonlik in 'n duikklop- of bakwinkel werksaam is:—

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20 en meer

Kolom II:
Totale getal bakwinkel-assistente en B/A-vakmanne mag nie meer wees nie as:—

Geen
1
1
2
2
3
3
4
4
5
5
6
6
8
8
9
9
10
10
10

- (b) n jeugdig arbeider in diens neem nie tensy hy minstens 2 volwasse arbeiders in diens het, en daarna mag hy 1 addisionele jeugdig arbeider in diens neem vir elke 2 volwasse arbeiders wat meer as twee by hom in diens is;
- (c) 'n motorfietswerktuigkundige se assistent of 'n bromponiewerker in diens neem nie tensy hy 2 of meer vakman-motorwerk-tuigkundiges en motorfietswerk-tuigkundiges aktief werksaam in sy werk-winkel het, en die motorfietswerk-tuigkundige se assistent of bromponiewerker wat by hom in diens is, mag nooit meer as die getalle in kolom 2 en 3 van die lys hieronder gespesifiseer, wees nie idien die getal vakman-motorwerk-tuigkundiges en motorfietswerk-tuigkundiges wat aktief in sy werk-winkel werksaam is, nie meer is nie as die getal wat in kolom 1 van genoemde lys gespesifiseer word.

LYS.

Kolom 1.
Getal vakman-motorwerk-tuigkundiges en motorfietswerk-tuigkundiges:—

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

Kolom 2.
Maksimum getal motorfietswerk-tuigkundiges se assistente wat in diens mag wees:—

Geen
1
1
1
1
2
2
2
2
3
3
3
3
4
4
4
4
4
4
4
5

Kolom 3.
Maksimum getal bromponiewerker wat in diens mag wees:—

Geen
1
1
1
1
2
2
2
2
3
3
3
3
4
4
4
4
4
4
4
5

- (d) 'n herstelwinkelassistent of B/A-vakman in diens neem nie tensy hy twee of meer vakmanne in sy diens het wat aktief in sy werk-winkel werksaam is, en die herstelwinkelassistentie en/of B/A-vakmanne wat by hom in diens is, mag te gener tyd altesaam meer as die getal gemeld in Kolom II van die lys hieronder, wees nie as die getal vakmanne wat aktief in sy werk-winkel werksaam is, nie meer is nie as die getal genoem in Kolom I van genoemde lys.

- (a) A body shop assistant or B/A journeyman in any panel-beating establishment or body shop unless he has actively engaged in such panel-beating establishment or body shop two or more journeymen of the type normally employed in this kind of establishment, and the body shop assistants and B/A journeymen employed by him shall combined at no time exceed the number specified in Column II of the Schedule hereunder if the number of journeymen actively engaged in his panel-beating or body shop does not exceed the number specified in Column I of the said Schedule.

SCHEDULE

Column I:
Number of journeymen of the type normally employed in a panel-beating or body shop:—

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20 and over

Column II:
Aggregate of body shop assistants and B/A Journeymen may not exceed:—

Nil
1
1
2
2
3
3
4
4
5
5
6
6
8
8
9
9
10
10
10

- (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) A motor cycle mechanic's assistant or a scooter worker unless he has two or more journeymen motor mechanics or motor cycle mechanics actively engaged in his workshop, and the motor cycle mechanic's assistants or scooter workers employed by him shall at no time exceed the numbers specified in Columns 2 and 3 of the Schedule hereunder, if the number of journeymen motor mechanics and motor cycle mechanics actively engaged in his workshop does not exceed the number specified in Column 1 of the said Schedule.

SCHEDULE.

Column 1.
Number of journeymen-motor mechanics and motor cycle mechanics:—

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

Column 2.
Maximum No. of motor cycle mechanic's assistants which may be employed:—

Nil
1
1
1
2
2
2
2
3
3
3
3
4
4
4
4
4
4
4
5

Column 3.
Maximum No. of scooter workers which may be employed:—

Nil
1
1
1
2
2
2
2
3
3
3
3
4
4
4
4
4
4
4
5

- (d) A repair shop assistant or B/A journeyman unless he has two or more journeymen actively engaged in his workshop and the repair shop assistants and B/A journeymen employed by him shall combined at no time exceed the number specified in Column II of the Schedule hereunder if the number of journeymen actively engaged in his workshop does not exceed the number specified in Column I of the said Schedule.

LYS

Kolom I: Getal vakmanne:—	Kolom II: Totale getal herstelwink- assistenten en B/A-vakmanne mag nie meer wees nie as:—
1	Geen
2	1
3	1
4	1
5	2
6	2
7	2
8	2
9	3
10	3
11	3
12	3
13	3
14	4
15	4
16	4
17	4
18	4
19	4
20	5
21	6
22	6
23	6
24	6
25	6
26	7
27	7
28	7
29	7
30	7

Vir elke volle 10 vakmanne wat meer as 30 is, een addisionele herstelwinklassistent of B/A-vakman;

- (e) 'n gekwalifiseerde of ongekwalifiseerde inspuittuitrustingshersteller in diens neem nie tensy hy minstens drie vakmanne in sy diens het wat aktief in 'n inspuittuitrustingswerkwinkel werksaam is.

(2) *Stroppers*.—Hoogstens 1 stroper mag in 'n bedryfsinrigting in diens geneem word.

(3) *Kantoor-, pakhuis-, verkoops- en klerklike werknemers*.—(a) 'n Werkgewer moet 1 gekwalifiseerde manlike winklassistent of manlike klerklike werknemer in diens hê voordat hy 'n ongekwalifiseerde manlike winklassistent of manlike klerklike werknemer in diens mag neem, en vir elke gekwalifiseerde manlike winklassistent of klerklike werknemer wat hy in sy diens het, mag hy nie meer as 1 ongekwalifiseerde manlike winklassistent of klerklike werknemer in diens hê nie.

(b) 'n Werkgewer moet 1 gekwalifiseerde vroulike winklassistent of vroulike klerklike werknemer in diens hê voordat hy 'n ongekwalifiseerde vroulike winklassistent of vroulike klerklike werknemer in diens mag neem, en vir elke 3 (of gedeelte van 3) gekwalifiseerde vroulike winklassistente of vroulike klerklike werknemers wat in sy diens is, mag hy nie meer as 2 ongekwalifiseerde vroulike winklassistente of vroulike klerklike werknemers in diens neem nie.

(c) 'n Werkgewer wat aktief in die Motornywerheid betrokke is, mag vir die toepassing van een van die voorafgaande paragrawe, maar nie vir albei nie, geag word 'n gekwalifiseerde winklassistent of 'n gekwalifiseerde klerklike werknemer te wees; met dien verstande dat nie meer as 1 werkgewer ten opsigte van enige bedryfsinrigting geag mag word so 'n werkgewer te wees nie.

(d) Vir die toepassing van paragrawe (a) en (b) van hierdie subklousule, word 'n manlike ongekwalifiseerde winklassistent of 'n manlike ongekwalifiseerde klerklike werknemer wat minstens die besoldiging van 'n gekwalifiseerde winklassistent of 'n gekwalifiseerde manlike klerklike werknemer ontvang, geag 'n gekwalifiseerde manlike winklassistent of 'n gekwalifiseerde manlike klerklike werknemer te wees en word 'n ongekwalifiseerde vroulike winklassistent of 'n ongekwalifiseerde vroulike klerklike werknemer wat minstens die besoldiging van 'n gekwalifiseerde vroulike winklassistent of 'n gekwalifiseerde vroulike klerklike werknemer ontvang geag 'n gekwalifiseerde vroulike winklassistent of 'n gekwalifiseerde vroulike klerklike werknemer te wees.

(e) Waar 'n werkgewer in die Motornywerheid sake doen in meer as 1 bedryfsinrigting, mag hy nie ten opsigte van meer as 1 sodanige inrigting geag word 'n gekwalifiseerde winklassistent of 'n gekwalifiseerde klerklike werknemer te wees nie.

KLOUSULE 29.—GEWONE WERKURE

(1) (a) Behoudens die bepalings van subklousule (5) van hierdie klousule, mag die gewone werkure van 'n werknemer, uitgesonderd 'n deeltydse werknemer, nie meer as 46, uitgesonderd etenspouses, in 'n bepaalde week en 8, uitgesonderd etenspouses, op 'n bepaalde dag wees nie; met dien verstande dat—

SCHEDULE.

Column I: Number of Journeymen:—	Column II: Aggregate of repair shop assistants and B/A journeymen may not exceed:—
1	Nil
2	1
3	1
4	1
5	2
6	2
7	2
8	2
9	3
10	3
11	3
12	3
13	3
14	4
15	4
16	4
17	4
18	4
19	4
20	5
21	6
22	6
23	6
24	6
25	6
26	7
27	7
28	7
29	7
30	7

For each complete 10 journeymen over 30, one additional repair shop assistant or B/A journeyman.

- (e) A qualified or unqualified injection equipment repairer unless he has at least three journeymen actively engaged in an injection equipment workshop.

(2) *Strippers*.—Not more than one stripper shall be employed in any establishment.

(3) *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 by an employer 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 paragraphs, 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 employer.

(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, and the provisions of this clause shall be observed in relation to each such establishment.

CLAUSE 29.—ORDINARY HOURS OF WORK

(1) (a) Subject to the provisions of sub-clause (5) of this clause the ordinary hours of work of any employee other than a part-time employee shall notwithstanding anything to the contrary contained in this sub-clause not exceed 46, excluding meal breaks, in any one week and eight, excluding meal breaks, on any one day, provided that—

- (i) in 'n bedryfsinrigting waar die gewone werkure op een dag in elke week nie meer as 5 is nie, daar van 'n werknemer vereis mag word of hy toegelaat mag word om vir 'n addisionele tydperk van hoogstens 'n halfuur op elkeen van die ander dae van daardie week te werk; of
- (ii) daar van 'n werknemer wat nie gewoonlik op meer as 5 dae in die week werk nie, op enige werkdag vereis mag word of hy toegelaat mag word om vir 'n addisionele tydperk van 1½ uur te werk.
- (b) Die gewone werkure van 'n deeltydse werknemer is hoogstens 5 op 'n dag.

(2) Geen werkgever mag van 'n werknemer vereis of hom haar toelaat—

- (a) om vir 'n ononderbroke tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie; met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aanenlopend te wees;
- (b) om, as dit 'n vrou is—
- tussen 6 nm. en 6 vm. te werk nie;
 - na 1 nm. op meer as vyf dae in 'n week te werk nie;
- (c) om, as hy 'n vakman of 'n vakleerling is, sy gewone weeklikse ure op ander dae as Maandae, Dinsdae, Woensdae, Donderdae of Vrydae of, in die geval van ander werknemers, oor meer as vyf en 'n half dae in 'n bepaalde week te werk nie;

met dien verstande dat 'n werkgever met daardie werknemers van hom wat gewoonlik slegs vyf dae per week werk, ooreen kan kom dat die ononderbroke pouse wat in paragraaf (a) van hierdie subklousule bedoel word, tot minstens 30 minute beperk word, maar voordat 'n ingekorte tussenpouse in werking gestel word, moet die werkgever die streeksekretaris van die Raad in sy gebied skriftelik in kennis stel dat sodanige werknemers daartoe ingestem het dat die pouse ingekort word.

(3) 'n Werkgever mag van verskillende werkwinkelwerknemers of arbeiders vereis om hul skofte op verskillende tye te begin of te eindig, maar die tydperk tussen die begintyd van die vroegste skof en die begintyd van die laaste skof mag nie meer as 45 minute wees nie.

(4) Alle werknemers, uitgesonderd handelsreisigers, leweransier-verkopers, diensverkopers en handelsreisigers se assistente is geregtig op en moet 'n ruspouse van 10 minute toegestaan word so na as wat prakties moontlik is aan die middel van elke oggend- en namiddagwerkskof, en sodanige pouse word vir die doeleindes van besoldigingsberekening geag deel van die gewone werkure te wees.

(5) Wanneer daar van 'n handelsreisiger, motorvoertuigverkoper, diensverkoper, leweransier-verkoper of handelsreisiger se assistent vereis word om te eniger tyd gedurende die loop van sy diens werk op 'n ander plek as in die bedryfsinrigting van sy werkgever te verrig, is die bepaling van subklousule (2) hiervan nie van toepassing nie en mag die ure voorgeskryf in paragraaf (a) van subklousule (1) van hierdie klousule, vir die doeleindes van sodanige werk, met 4 uur per dag verleng word, met 'n maksimum van 24 uur per week.

(6) Ondanks andersluidende bepalinge elders in hierdie Ooreenkoms, is dit toelaatbaar om, wanneer 'n nagparkeerdienste in 'n parkeergarage gelewer word, arbeiders tussen die ure 6 nm. op enige dag en 8 vm. op die daaropvolgende dag vir die doel van nagparkeerdienste alleenlik, in diens te neem vir 'n maksimum van 7 uur per nag op 7 agtereenvolgende nagte; met dien verstande egter dat, nadat sodanige arbeider 14 agtereenvolgende nagte gewerk het, hy op 1 vry nag met volle besoldiging geregtig is asof hy op sodanige nag sy gemiddelde gewone werkure vir daardie nag van die week gewerk het, en as sodanige werknemer nie van hierdie reg gebruik maak nie, moet hy in plaas daarvan 1/3de van sy weeklikse besoldiging, benewens sy gewone besoldiging betaal word.

(7) Wanneer 'n arbeider vir nagparkeerdienste in diens geneem word, moet die werkgever hom minstens 1 week se loon soos in klousule 25 van hierdie Ooreenkoms voorgeskryf, betaal vir die eerste 46 uur van sy diens in sodanige week, en vir alle ure wat hy langer as 46 in 'n week gewerk het, moet sodanige arbeider minstens 1½ maal sy gewone besoldiging betaal word.

(8) Behoudens die bepalinge van klousules 5 (5) (a) en 32 van hierdie Hoofstuk van die Ooreenkoms, moet die week van 'n arbeider geag word 46 uur te wees wanneer sodanige arbeider minder as 46 uur in 'n week gewerk het omdat—

- die gewone werkure van die bedryfsinrigting minder as 46 is;
- die werkgever nie die skofte van sodanige werknemer so kan reël dat dit op 46 uur te staan kom nie; en/of
- hy om 'n ander rede as sonder die toestemming van sy werkgever van sy werk afwesig is.

(9) 'n Werknemer wat deur die polisie gearresteer of aangehou word vir 'n oortreding of 'n vermoedelike oortreding, word vir die tydperk waarin hy onder arrest is of aldus aangehou word en dus nie in staat is om sy werk voort te sit nie, vir die toepassing van hierdie klousule geag sonder toestemming van sy werk afwesig te gewees het.

- in any establishment where on one day in every week the ordinary hours of work are not more than five, any employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of that week; or
 - an employee who does not ordinarily work on more than five days in a week, may on any work-day be required or permitted to work for an additional period of 1½ hours.
- (b) The ordinary hours of work of a part-time employee shall not exceed five on any day.

(2) No employer shall require or permit any employee—

- to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour, provided that for purposes of this paragraph periods of work interrupted by intervals of less than one hour, shall be deemed to be continuous;
- who is a female, to work—
 - between 6 p.m. and 6 a.m.;
 - after 1 p.m. on more than five days in any week;
- who is a journeyman or an apprentice to work his ordinary weekly hours on any days other than Mondays, Tuesdays, Wednesdays, Thursdays or Fridays, or in the case of other employees over more than 5½ days in any week;

provided that an employer may agree with those of his employees who normally work on only five days each week, that the uninterrupted interval referred to in paragraph (a) of this sub-clause shall be reduced to not less than 30 minutes, but before a reduced interval may be put into operation the employer must inform the Regional Secretary for the Council in his area in writing that such employees have agreed to the reduced interval.

(3) An employer may require different workshop employees or labourers to begin and finish their shifts at different times, but the margin between the starting time of the earliest shift and the starting time of the latest shift may not exceed 45 minutes.

(4) All employees, except travellers, supply salesmen, service supply salesmen and travellers' assistants, shall be entitled to, and granted a rest interval of 10 minutes at as nearly as practicable the middle of each morning and afternoon work period and such interval shall, for the purpose of calculating wages, be reckoned as part of the ordinary working hours.

(5) Whenever any traveller, motor vehicle salesman, service supply salesman, supply salesman or traveller's assistant is at any time during the course of his employment required to work away from the establishment of his employer, the provisions of sub-clause (2) hereof shall not apply, and the hours stipulated in paragraph (a) of sub-clause (1) of this clause may for purposes of such work, be extended by four hours a day, with a maximum of 24 hours a week.

(6) Notwithstanding anything to the contrary elsewhere contained in this Agreement, it shall be permissible, whenever in any parking garage a night parking service is conducted, to employ labourers 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 14 consecutive nights, any such labourer 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 instead be paid one-seventh of his normal weekly wage in addition to his ordinary wage.

(7) Whenever a labourer 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 week, such labourer shall be paid at a rate of not less than one and one-half times his ordinary wage.

(8) Subject to the provisions of clauses 5 (5) (a) and 32 of this Chapter of the Agreement, whenever any labourer works for less than 46 hours in any week due to—

- the usual working hours of the establishment being less than 46;
 - the employer being unable to regulate the shifts of such employee to 46 hours; and/or
 - any reason other than his absentsing himself without the employer's permission;
- such labourers' week shall be deemed to be 46 hours.

(9) An employee who is arrested or detained by the police for any offence or suspected offence shall, for the period during which he is under arrest or so detained and unable to continue his employment be deemed to have absented himself without permission for the purpose of this clause.

KLOUSULE 30.—BEPALINGS BETREFFENDE OORTYDWERK EN WERK OP SONDAG

(1) Behoudens die bepalings van subklousule (5) van hierdie klousule, waar daar van 'n werknemer vereis word of hy toegelaat word om meer dae of langer ure te werk as dié voorgeskryf in klousule 29, word sodanige ekstra tyd wat hy gewerk het, geag oortyd te wees en moet hy daarvoor betaal word soos in subklousule (4) van hierdie klousule voorgeskryf.

(2) Behoudens die bepalings van subklousule (3) van hierdie klousule—

- (a) mag daar van geen werknemer vereis word of mag hy nie toegelaat word om vir meer as 10 uur in 'n bepaalde week oortyd te werk nie;
- (b) mag daar nie van 'n klerk wat by 'n vul- en/of diensstasie werk, vereis word of mag hy nie toegelaat word om vir meer as 10 uur in 'n bepaalde week en 24 uur in 'n bepaalde maand oortyd te werk nie; en
- (c) mag daar nie van werkwinkeladministrasiepersoneel vereis word of mag hulle nie toegelaat word om vir meer as 5 uur in 'n bepaalde week en 20 uur in 'n bepaalde maand oortyd te werk nie;

met dien verstande dat daar nie van 'n vroulike werknemer vereis mag word of sy nie toegelaat mag word om oortyd—

- (a) vir meer as twee uur op 'n dag te werk nie;
- (b) op meer as drie agtereenvolgende dae te werk nie;
- (c) op meer as sestig dae in 'n jaar te werk nie;
- (d) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag te werk nie tensy sy—
 - (i) voor die middag daarvan in kennis gestel is; of
 - (ii) van 'n toereikende ete voorsien is voordat sy met die oortydwerk moet begin; of
- (iii) 'n minimum toelae van 50 sent betyds genoeg betaal is om haar in staat te stel om 'n ete te verkry voordat sy met die oortydwerk moet begin.

(3) Ondanks andersluidende bepalings in hierdie klousule en behoudens die voorbehoud in subklousule (2) van hierdie klousule gemeld, mag daar nie van 'n werknemer vir wie lone in Bylae B van klousule 25 voorgeskryf is, uitgesonderd werkwinkeladministrasiepersoneel, klerklike werknemers wat by vul- en/of diensstasies werksaam is en leweransier-verkopers, vereis word mag hulle nie toegelaat word om—

- (a) vir die doel van voorraadopname, meer as 15 uur in 'n bepaalde jaar of oor 'n tydperk van meer as 12 agtereenvolgende dae versprei, oortyd te werk nie;
- (b) vir ander doeleindes as voorraadopname—
 - (i) meer as 3 uur op 'n dag;
 - (ii) meer as 30 uur in 'n jaar;
 - (iii) op 'n Saterdag of openbare vakansiedag oortyd te werk nie.

(4) Die minimum betaling vir elke 15 minute, of gedeelte daarvan, wat 'n werknemer oortyd werk, is soos volg:—

- (a) In die geval van 'n vakman— $\frac{1}{3}$ van sy uurloon;
- (b) in die geval van ander werknemers as vakmanne—
 - (i) $\frac{1}{3}$ van sy uurloon vir oortyd gewerk tussen die ure 6 vm. en middernag op enige dag;
 - (ii) een halwe van sy uurloon vir oortyd gewerk tussen die ure middernag en 6 vm. op enige dag.

(5) (a) Met dien verstande dat daar nie van 'n vakman vereis of hy nie toegelaat mag word om op 'n Sondag te werk nie, behalwe om noodwerk te verrig, en behoudens die bepalings van paragrawe (b), (c) en (d) van hierdie subklousule wat betrekking het onderskeidelik op vakmanne, op kantoor-, pakhuis-, verkoops- en klerklike werknemers, en op sekere arbeiders in diens in parkeeragarages en in vul- en/of diensstasies, moet enige werknemer wat op 'n Sondag werk, of—

(i) soos volg betaal word:—

(aa) Indien hy aldus vir 'n tydperk van hoogstens 4 uur werk, minstens die gewone besoldiging betaalbaar ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word; of

(bb) indien hy aldus vir 'n tydperk van meer as 4 uur werk, besoldiging teen minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging wat minstens dubbel die gewone besoldiging is wat betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word, naamlik die grootste bedrag; of

(ii) besoldig word teen minstens $1\frac{1}{2}$ maal sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk en binne 7 dae van sodanige Sondag af 1 dag verlof verleen word en ten opsigte daarvan besoldig word teen minstens sy gewone besoldiging asof hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(b) Behoudens die bepalings van paragrawe (a) en (b) van subklousule (7) van hierdie klousule, wanneer 'n vakman op 'n Sondag werk, moet sy werkgewer—

CLAUSE 30.—PROVISIONS RELATING TO OVERTIME, AND WORK ON SUNDAYS.

(1) Subject to the provisions of sub-clause (5) of this clause, where any employee is required or permitted to work in excess of the days or hours prescribed in clause 29, any such excess time worked shall be regarded as overtime and paid for at the rates specified in sub-clause (4) of this clause.

(2) Subject to the provisions of sub-clause (3) of this clause—

- (a) no employee shall be required or permitted to work overtime for more than 10 hours in any one week;
- (b) no clerical employee employed at a filling and/or service station shall be required or permitted to work overtime for more than 10 hours in any one week and 24 hours in any one month; and
- (c) no workshop administrative staff shall be required or permitted to work overtime for more than five hours in any one week and 20 hours in any one month;

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 60 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 50 cents in sufficient time to enable her to obtain a meal before the overtime is due to commence.

(3) Notwithstanding anything to the contrary contained in this clause and subject to the proviso set out in sub-clause (2) of this clause, no employee for whom wages are prescribed in Schedule B to Clause 25 other than workshop administrative staff, clerical employees employed by filling and/or service stations and supply salesmen shall be required or permitted to work—

- (a) overtime on stocktaking for more than 15 hours in any one year or spread over a period of more than 12 consecutive days;
- (b) overtime for purposes other than stocktaking—
 - (i) for more than three hours on any one day;
 - (ii) for more than 30 hours in any one year;
 - (iii) on any Saturday or public holiday.

(4) The minimum payment for each 15 minutes or part thereof of overtime worked by an employee shall be—

- (a) In the case of a journeyman— $\frac{1}{3}$ ths of his hourly wage;
- (b) In the case of employees other than journeymen—
 - (i) $\frac{1}{3}$ ths of his hourly wage for overtime worked between the hours of 6 a.m. and midnight on any day;
 - (ii) $\frac{1}{2}$ of his hourly wage for overtime worked between the hours of midnight and 6 a.m. on any day.

(5) (a) 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 (b), (c) and (d) of this sub-clause relating respectively to journeymen, to office, stores, sales and clerical employees, and to certain labourers employed in parking garages and in filling and/or service stations, any employee who works on a Sunday shall either—

(i) be paid—

(aa) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or

(bb) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(ii) be remunerated at a rate of not less than $1\frac{1}{2}$ times his ordinary rate of remuneration in respect of the total period worked on such Sunday and granted within seven days of such Sunday one day's holiday and paid in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

(b) Subject to the provisions of paragraphs (a) and (b) of sub-clause (7) of this clause, whenever a journeyman works on a Sunday his employer shall—

- (i) waar sodanige werk 2 uur of minder duur, sodanige vakman minstens R3.76 in alle A-gebiede en R3.20 in alle ander gebiede betaal;
- (ii) waar sodanige werk meer as 2 uur duur, dié vakman teen 47 sent in alle A-gebiede betaal, en 40 sent in alle ander gebiede vir elke kwart uur of deel daarvan aldus gewerk, of die vakman betaal teen minstens 1½ maal sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, en hom binne 7 dae van sodanige Sondag af een dag verlof verleen, en hom ten opsigte daarvan besoldig teen minstens sy gewone besoldigingskaal asof hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.
- (c) Van geen kantoor-, pakhuis-, verkoops- of klerklike werknemer mag vereis of mag toegelaat word om op 'n Sondag te werk nie, behalwe vir die doeleindes van voorraadopname ingevolge klousule 30 (3) (a), om toesig te hou oor die skofwisselings van en/of kontant in te vorder van petrolpompbediendes, of om noodwerk te verrig, en waar sodanige kantoor-, pakhuis-, verkoops- of klerklike werknemer aldus op 'n Sondag werk, behalwe wat voorraadopname of noodwerk betref, moet hy soos volg besoldig word:—

- (i) 2 uur se loon vir werk tot en met 1 uur;
- (ii) 'n bykomende 2 uur se loon vir elke bykomende uur of deel van 'n uur tot en met 4 uur gewerk;
- (iii) vir tydperke van meer as 4 uur ooreenkomstig paragraaf (a) hierbo van hierdie subklousule.

'n Kantoor-, pakhuis-, verkoops- of klerklike werknemer wat werk in verband met voorraadopname of 'n noodgeval op 'n Sondag verrig, moet ooreenkomstig klousule 30 (5) (a) besoldig word.

(d) Wanneer 'n arbeider wat hoofsaaklik of uitsluitlik in diens is vir enigeen van die werksaamhede in paragraaf (a) van die omskrywing van „Arbeider” gespesifiseer, sy gewone skof op 'n Sondag werk, moet sy werkgever hom minstens 1½ maal sy gewone uurloon betaal ten opsigte van elke uur of deel van 'n uur daarvan en dubbel sy gewone uurloon ten opsigte van elke uur of deel van 'n uur daarvan wat daarna gewerk word, maar sodanige arbeider is nie op 'n dag verlof ten opsigte van sodanige Sondagskof geregtig nie; indien 'n arbeider 'n bykomende skof op 'n Sondag werk nadat hy sy gewone week gedurende die voorafgaande ses weekdae gewerk het, moet hy ten opsigte van sodanige Sondagwerk in ooreenstemming met die bepalinge van subklousule 5 (a) (ii) van hierdie klousule betaal word.

(6) Van geen manlike kantoor-, pakhuis-, verkoops- of klerklike werknemer mag daar vereis word of mag toegelaat word om oortyd vir langer as 2 uur te werk na voltooiing van sy gewone werkure op enige dag nie, tensy sodanige werknemer van 'n toereikende ete voorsien is voordat hy met sodanige oortyd begin, of anders 'n minimum toelae van 50 sent betyds genoeg betaal is, om sodanige werknemer in staat te stel om 'n ete te verkry voordat hy met die oortydwerk moet begin.

(7) (a) 'n Werkgever mag van 'n vakman of klerklike werknemer vereis om op enige Saterdag en/of Sondag gereed te staan; met dien verstande dat sodanige vakman of klerklike werknemer geregtig is op 'n skriftelike kennisgewing van minstens 1 week met dié streking.

(b) Wanneer van 'n werknemer vereis word om gereed te staan ingevolge subklousule (7) (a) van hierdie klousule, moet hy 'n gereedstaantoelae betaal word van minstens R2 ten opsigte van elke dag waarop van hom vereis word om gereed te staan, afgesien daarvan of daar van hom vereis word om te werk of nie; met dien verstande dat waar van hom vereis word om te werk, die gereedstaantoelae nie afgetrek mag word van die besoldiging wat vir sodanige werk betaal word nie.

(c) 'n Werknemer van wie vereis word om gereed te staan, moet homself vir diens aanmeld binne 1 uur nadat hy geroep is, en ingeval hy versuim om homself aan te meld, verbeur hy die gereedstaantoelae.

(d) Die bepalinge van hierdie subklousule is nie van toepassing nie op klerklike werknemers wat vóór die sluiting van besigheid op 'n Vrydag 'n ooreenkoms met hul werkgevers aangaan om toesig te hou oor skofwisselings van en/of kontant in te vorder van petrolpompbediendes op die daaropvolgende Saterdag of Sondag.

(8) Die bepalinge van klousules 29 (1) (a), 29 (2) (a) en 30 (1) tot en met 30 (5), almal van hierdie Hoofstuk, is nie van toepassing nie op bestuurders en voormanne wat minstens die volgende ontvang:—

- (a) R55 per week, indien werksaam in enige A-gebied;
- (b) R50 per week, indien werksaam in enige B- en C-gebied.

KLousULE 31.—SKOFWERK

Onderstaande bepalinge is van toepassing op skofwerk in vulkaniseerbedryfsinrigtings:—

- (a) Geen normale skof mag meer as 9½ uur beloop nie.

- (i) where the duration of such work is two hours or less, pay such journeyman not less than R3.76 in all Areas A and R3.20 in all other Areas;

- (ii) where such work exceeds two hours, pay the journeyman at the rate of 47 cents in all Areas A, and 40 cents in all other Areas for every quarter hour or part thereof so worked, or pay the journeyman at a rate not less than 1½ times his ordinary rate of remuneration in respect of the total period worked on such Sunday, and grant him within seven days of such Sunday one day's holiday, and pay him in respect thereof at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

(c) No office, stores, sales or clerical employee shall be required or permitted to work on a Sunday except for the purpose of stocktaking in terms of clause 30 (3) (a), to supervise the shift changes of and/or to collect cash from petrol pump attendants, or to perform work of an emergency nature, and where such office, stores, sales or clerical employee does such work other than stocktaking or work of an emergency nature on a Sunday he shall be paid—

- (i) two hours' wages for work up to one hour;
- (ii) an additional two hours' wages for every additional hour or part of an hour worked up to four hours;
- (iii) for periods in excess of four hours in accordance with paragraph (a) above of this sub-clause.

An office, stores, sales, or clerical employee who does stocktaking or work of an emergency nature on a Sunday shall be paid in terms of clause 30 (5) (a).

(d) When any labourer 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 1½ times his ordinary hourly wage in respect of each hour or part of an hour thereof and double his ordinary hourly wage for each hour or part of an hour thereafter, but such labourer shall not be entitled to a day's holiday in respect of such Sunday shift; if any labourer works an additional shift on any Sunday, after having completed his normal week during the preceding six weekdays, he shall be paid for such Sunday work in accordance with sub-clause 5 (a) (ii) of this clause.

(6) No male office, stores, sales or clerical employee shall be required or permitted to work overtime for more than two hours after the completion of his ordinary working hours on any day, unless such employee has been provided with an adequate meal before beginning such overtime, or alternatively has been paid a minimum allowance of 50 cents in sufficient time to enable such an employee to obtain a meal before the overtime is due to begin.

(7) (a) An employer may require a journeyman or clerical employee to “stand-by” on any Saturday and/or Sunday, provided that such journeyman or clerical employee shall be entitled to notice in writing of not less than one week to that effect.

(b) When an employee is required to “stand-by” in terms of sub-clause 7 (a) of this clause he shall be paid a “stand-by” allowance of not less than R2 in respect of each day on which he is required to “stand-by” 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) An employee who is required to “stand-by” shall present himself for duty within one hour of being called and where he fails so to present himself, the “stand-by” allowance shall be forfeited.

(d) The provisions of this sub-clause shall not apply to clerical employees who before the close of business on Friday, enter into an agreement with their employers to supervise shift changes of and/or to collect cash from petrol pump attendants on the succeeding Saturday or Sunday.

(8) The provisions of Clauses 29 (1) (a), 29 (2) (a) and 30 (1) to 30 (5) inclusive, all of this Chapter, shall not apply to managers and foremen who receive not less than—

- (a) R55 per week if employed in any Areas A;
- (b) R50 per week if employed in any Areas B and C.

CLAUSE 31.—SHIFT WORK

The following provisions shall apply to shift work in vulcanising establishments:—

- (a) No normal shift shall exceed 9½ hours.

- (b) Daar moet minstens 8 uur verloop tussen die agtereenvolgende skofte van 'n werknemer.
- (c) Waar 'n werknemer tussen die ure 6 nm. en 6 vm. werksaam is, moet sy werkgewer hom teen sy gewone besoldiging, plus 10 persent daarvan, betaal.
- (d) Tyd wat 'n werknemer na die voltooiing van sy gewone skof gewerk het, word geag oortydwerk te wees waarvoor hy ooreenkomstig die oortydtariewe voorgeskryf in klousule 30, van hierdie Hoofstuk van die Ooreenkoms, betaal moet word.
- (e) Geen skofte mag gedurende die ure 12 middag op Saterdag en 6 vm. op Maandag gewerk word nie.

KLOUSULE 32.—KORTTYD

(1) Behoudens die bepalings van subklousule (3) van hierdie klousule en ondanks andersluidende bepalings in hierdie Ooreenkoms, mag 'n werkgewer sy werknemers korttyd laat werk; met dien verstande dat waar sodanige korttyd te wyte is aan 'n handelslapte en/of 'n tekort aan materiaal en daar van 'n werknemer vereis word om nie op 'n bepaalde dag in die bedryfsinrigting teenwoordig te wees nie, die werkgewer hom nie later nie as die dag onmiddellik voor die dag waarop daar van hom vereis word om nie te werk nie, van sodanige feit in kennis moet stel, en waar die werkgewer uitdruklik van die werknemer vereis om hom op 'n bepaalde dag by die bedryfsinrigting aan te meld met die doel om vas te stel of daar werk beskikbaar is, moet hy, indien daar geen werk beskikbaar is nie of indien slegs werk vir minder as 4 uur beskikbaar is, minstens 4 uur se besoldiging ten opsigte van sodanige dag betaal word.

(2) Waar daar korttyd gewerk word, is 'n werkgewer nie verplig om lone aan sy werknemers te betaal nie behalwe vir dié tydperk wat hulle werklik gewerk het of soos uitdruklik anders bepaal in subklousule (1) van hierdie klousule.

(3) (a) 'n Vakleerling mag nie vir korttyd gebruik word nie behalwe met die goedkeuring van die Registrateur van Vakleerlinge.

(b) 'n Werkgewer mag nie sy werknemers korttyd laat werk nie op—

- (i) daardie wetteregtelike openbare vakansiedae wat in klousule 15 (1) genoem word;
- (ii) ander wetteregtelike openbare vakansiedae as dié genoem in klousule 15 (1), behalwe—
 - (a) op die versoek van die meeste van die werknemers van 'n bedryfsinrigting; of
 - (b) waar sodanige wetteregtelike openbare vakansiedag voorafgegaan en gevolg word deur 'n dag waarop die werknemers korttyd werk; of
 - (c) waar sodanige wetteregtelike openbare vakansiedag op 'n dag van die week val waarop die werknemers van 'n bedryfsinrigting ook korttyd gewerk het op dieselfde dag van die week onmiddellik vóór die week waarin die wetteregtelike openbare vakansiedag val.

KLOUSULE 33.—SPESIALE BEPALINGS BETREFFENDE WAGTE

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is onderstaande spesiale bepalings van toepassing op wagte:—

- (1) (a) Die gewone werkure van sodanige werknemers is hoogstens 12 uur per skof en 84 uur per week.
- (b) Die bepalings van klousules 15 (3), 29, 30 (1), 30 (4), 30 (5) en 31 is nie op sodanige werknemers van toepassing nie.
- (c) Vir alle tyd wat daar langer gewerk word as 12 uur per skof, moet daar 'n besoldiging betaal word van 1/30ste van sy weekloon vir elke addisionele uur gewerk.
- (d) Nadat sodanige werknemer 7 agtereenvolgende skofte gewerk het, is hy op 1 vry skof met volle betaling geregtig asof hy sy gewone gemiddelde werkure vir daardie skof van die week gewerk het; met dien verstande dat as sodanige werknemer nie van hierdie reg gebruik maak nie, hy in plaas daarvan 1/7de van sy gewone weeklikse besoldiging, benewens sy gewone besoldiging, betaal moet word.
- (e) Wanneer 'n wag op enigen van die dae werk wat in subklousule (1) van klousule 15 genoem word, moet sy werkgewer, benewens die besoldiging wat ingevolge die bepalings van subklousule (1) van daardie klousule betaalbaar is en behoudens die bepalings van paragraaf (c) van hierdie subklousule, hom 'n besoldiging betaal van minstens 1/84ste van sy weekloon vir elke uur of gedeelte van 'n uur aldus gewerk.

(2) Elke werkgewer moet elke wag voorsien van—

- (a) 'n geskikte stok of knopkierie vir die beskerming van sodanige werknemer;
- (b) 'n polisiefluitjie;
- (c) 'n geskikte middel om sodanige werknemer warm te hou.

(b) Not less than eight 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 at his ordinary rate of remuneration, plus 10 per cent thereof.

(d) Time worked by an employee after the completion of his normal shift, shall be regarded as overtime and be paid for in accordance with the overtime rates prescribed in Clause 30 of this Chapter of the Agreement.

(e) No shifts shall be worked between the hours of 12 noon on Saturday and 6 a.m. on Monday.

CLAUSE 32.—SHORT-TIME

(1) Subject to the provisions of sub-clause (3) of this clause and notwithstanding anything to the contrary in this Agreement, an employer may employ his employees on short-time; provided that where such short-time is due to slackness of trade and/or shortage of material, if an employee is required not to attend the establishment on a particular day, the employer shall notify him of the fact not later than the day immediately preceding the day on which he is not required to work, and where the employee is expressly required by the employer to report at the establishment on any particular day for the 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) of this clause.

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

(b) Employees may not be placed on short-time on—

- (i) those statutory public holidays referred to in clause 15 (1);
- (ii) statutory public holidays other than those referred to in clause 15 (1) except—
 - (a) at the request of the majority of the employees of an establishment; or
 - (b) where such statutory public holiday is preceded and followed by a day on which the employees are placed on short-time; or
 - (c) where such statutory public holiday falls on a day of the week on which the employees of an establishment were also placed on short-time on the same day in the week immediately preceding that in which the statutory public holiday falls.

CLAUSE 33.—SPECIAL PROVISIONS RELATING TO WATCHMEN

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

(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 15 (3), 29, 30 (1), 30 (4), 30 (5) 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 seven consecutive shifts any such employee shall be entitled to one free shift on full pay as if he had worked his average ordinary working hours for that shift of the week; provided that if such employee does not avail himself of this right, he shall instead be paid one-seventh of his normal weekly remuneration in addition to his ordinary remuneration.

(e) Whenever a watchman works on any of the days enumerated in sub-clause (1) of Clause 15, his employer shall in addition to the remuneration payable in terms of sub-clause (1) of that clause, and subject to the provisions of paragraph (c) of this sub-clause, pay him remuneration at a rate not less than one eighty-fourth of his weekly wage for each hour or part of an hour so worked.

(2) Every employer shall provide every watchman with—

- (a) a suitable stick or knobkerrie for the protection of such employee;
- (b) a police whistle;
- (c) suitable provision for the warmth of such employee.

KLOUSULE 34.—ONTWIKKELINGSFONDS VIR DIE MOTORNYWERHEID

(1) Op of voor die 10de dag van elke maand moet elke werk-gewer aan die sekretaris van die betrokke streekraad saam met die voorgeskrewe vorm 'n heffing van twee sent (2c) per week vir die Ontwikkelingsfonds vir die Motornywerheid ten opsigte van elke werknemer stuur wat raadsheffings ingevolge klousule 11 van hierdie Ooreenkoms betaal.

(2) Heffings vir die Ontwikkelingsfonds vir die Motornywerheid wat deur die Raad ooreenkomstig die bepalings van subklousule (1) van hierdie klousule ontvang word, moet voor of op die 10de dag van die maand wat volg op die maand waarin die heffings ontvang word, aan die South African Motor Industry Employers' Association betaal word.

(3) Die South African Motor Industry Employers' Association moet 'n bestuurskomitee aanstel bestaande uit lede van die South African Motor Industry Employers' Association en die South African Vehicle Builders' and Repairers' Association, en sodanige bestuurskomitee moet die heffings vir die Ontwikkelingsfonds vir die Motornywerheid wat ingevolge subklousule (2) van hierdie klousule aan hom betaal word soos volg aanwend:—

- Om aan die Departement van Onderwys, Kuns en Wetenskap die Motornywerheid se eweredige aandeel aan kapitaaluitgawes te betaal wat ontstaan uit die blokvrylatingstelsel van tegniese opleiding vir vakleerlinge in die Motornywerheid.
- Om na eie goedvinde by te dra tot die koste van opleiding of ander skemas wat ingevoer en behartig word vir die voordeel van werknemers en/of werkgewers in die Motornywerheid.
- Om enige koste, uitgawes of gelde te bestry wat ingevolge sy konstitusie deur die Ontwikkelingsfonds vir die Motornywerheid betaalbaar is.

KLOUSULE 34 (A).—MICWU-ONTWIKKELINGSFONDS

(1) Die sekretaris van elke streekraad moet van die addisionele vakansiebesoldiging waarmee 'n graad A-lid van die Motor Industry Combined Workers' Union gekrediteer is wanneer hy met sy jaarlikse verlof gaan, die bedrag van R1.00 aftrek.

(2) Bedrae wat ingevolge subklousule (1) van hierdie klousule van die addisionele vakansiebesoldiging afgetrek is, moet voor of op die tiende dag van die maand wat volg op dié waarin die bedrag afgetrek is, aan die Hoofkantoor van die Motor Industry Combined Workers' Union betaal word.

(3) Die fondse wat aan die MICWU-ontwikkelingsfonds gestuur word, moet geadminestreer word deur die Bestuurskomitee wat deur die Nasionale Uitvoerende Komitee van die Motor Industry Combined Workers' Union aangestel is ooreenkomstig die konstitusie wat by die Nywerheidsregistrator geregistreer is.

KLOUSULE 35.—VERHUURING EN ONDERVERHUURING VAN PERSELE

(1) 'n Werkgewer mag nie, behalwe met die goedkeuring van die betrokke streekraad, enige deel van die perseel wat hy okkupeer en waarin hy werk in verband met die Motornywerheid verrig of verrig het, laat verhuur of onderverhuur aan of laat okkupeer deur 'n persoon met die doel dat sodanige persoon enige werk in verband met die Motornywerheid daarin verrig, of toelaat dat dit aldus verhuur, onderverhuur of geokkupeer word nie.

(2) Die goedkeuring van die streekraad mag na sy goedvinde verleen of geweier word.

KLOUSULE 36.—DIENSBEÏNDIGING

(1) Behoudens—

- die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig; of
- die bepalings van 'n skriftelike ooreenkoms tussen 'n werk-gewer en 'n werknemer waarby 'n langer kennisgewingstermyn beding word as dié wat in hierdie klousule bepaal word;

moet 'n werkgewer of sy werknemer soos volg kennis gee van sy voorneme om 'n dienskontrak te beëindig:—

- Minstens 1 skof vooraf in die geval van alle werknemers, uitgesonderd dié bedoel in Bylae B van klousule 25;
- minstens 1 week vooraf in die geval van weekliks besoldigde werknemers en 2 weke vooraf in die geval van maandeliks besoldigde werknemers bedoel in Bylae B van klousule 25.

(2) Die kennisgewing bedoel in subklousule (1) hiervan, moet, in die geval van kantoor-, pakhuis-, verkoops- en klerklike werknemers, skriftelik wees, moet in werking tree met ingang van die dag waarop sodanige kennis gegee word en mag op enige dag van die week of maand gegee word; met dien verstande dat die kennisgewingstermyn nie mag saamval nie met, en daar nie kennis gegee mag word nie gedurende die werknemer se afwesigheid met jaarlikse verlof.

CLAUSE 34.—MOTOR INDUSTRY DEVELOPMENT FUND

(1) Every employer shall not later than the 10th day of each month forward to the Secretary of the Regional Council concerned with the form prescribed, a Motor Industry Development Fund levy of two cents (2c) per week in respect of each employee who pays Council's levies in terms of clause 11 of this Agreement.

(2) Motor Industry Development Fund levies received by the Council in accordance with the provisions of sub-clause (1) of this clause, shall be paid to the South African Motor Industry Employers' Association by not later than the 10th day of the month following that during which the levies are received.

(3) The South African Motor Industry Employers' Association shall appoint a Management Committee consisting of members of the South African Motor Industry Employers' Association and the South African Vehicle Builders' and Repairers' Association and such Management Committee shall utilise the Motor Industry Development Fund levies paid to it in terms of sub-clause (2) of this clause as follows:—

- To pay to the Department of Education, Arts and Science the Motor Industry's proportionate share of capital expenses arising from the "block release" system of technical training for apprentices in the Motor Industry;
- to contribute, at its sole discretion towards the cost of any training or other schemes introduced and conducted for the benefit of employees and/or employers in the Motor Industry;
- to meet any charges, expenses or fees payable by the Motor Industry Development Fund in terms of its constitution.

CLAUSE 34 (A).—MICWU DEVELOPMENT FUND

(1) The Secretary of each Regional Council shall deduct from the Additional Holiday Pay standing to the credit of a Grade A member of the Motor Industry Combined Workers' Union at the time he proceeds on annual leave, the sum of R1.

(2) Amounts deducted from Additional Holiday Pay in terms of sub-clause (1) of this Clause shall be paid to the National Office of the Motor Industry Combined Workers' Union by not later than the 10th day of the month following that during which the amounts were deducted.

(3) The funds remitted to the MICWU Development Fund shall be administered by the Management Committee appointed by the National Executive Committee of the Motor Industry Combined Workers' Union in terms of the Constitution registered by the Industrial Registrar.

CLAUSE 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 except with the approval of the Regional Council concerned.

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

CLAUSE 36.—TERMINATION OF SERVICES

(1) Subject to—

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

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

- one shift's duration in the case of all employees other than those referred to in Schedule B to clause 25;
- one week in the case of weekly paid employees and two weeks in the case of monthly paid employees referred to in Schedule B to Clause 25.

(2) The notice referred to in sub-clause (1) hereof shall, in the case of office, stores, sales and clerical employees be given in writing, shall take effect from the day on which it is given and may be given on any day of the week or month; provided that the period of notice shall not run concurrently with, nor shall notice be given during, the employee's absence on annual leave.

(3) Ingeval 'n werkgewer en/of 'n werknemer versuim om kennis te gee soos in subklousule (1) hiervan bepaal, moet hy, na gelang van die geval, die volgende betaal of verbeur:—

- (a) In die geval van alle ander werknemers as dié bedoel in Bylae B van klousule 25, 'n bedrag gelyk aan dié bedrag wat die betrokke werknemer op 'n gewone weekdag gedurende gewone werkeure ten tyde van die beëindiging van sy diens verdien het;
- (b) in die geval van werknemers bedoel in Bylae B van klousule 25, 'n bedrag gelyk aan 1 week se besoldiging in die geval van 'n weekliks besoldigde werknemer of 2 weke se besoldiging in die geval van 'n maandeliks besoldigde werknemer.

(4) Ingeval die geld wat 'n werkgewer aan 'n werknemer in die vorm van loon verskuldig is, onvoldoende is vir die volle bedrag van die verbeuring hierin genoem, is die werkgewer, ondanks andersluidende bepalings in hierdie Ooreenkoms, daarop geregtig om sodanige bedrag at te trek van ander voordele (indien daar is) wat ten tyde van die diensverlating van sodanige werknemer aan hom verskuldig is.

KLOUSULE 37.—DIENSSERTIFIKAAT

'n Werkgewer moet, wanneer 'n werknemer hom by die beëindiging van sy diens daarom versoek, sodanige werknemer voorsien van 'n dienssertifikaat wat die volle name van die werkgewer en die werknemer, die aard van die werk, die aanvangs- en beëindigingsdatum van die kontrak en die besoldiging ten tyde van sodanige beëindiging meld; met dien verstande dat, waar hierdie Ooreenkoms voorsiening daarvoor maak dat die loon van 'n werknemer volgens die lengte van sy diens bepaal moet word, die plig op die werknemer rus om, by diensverandering, 'n dienssertifikaat aan sy nuwe werkgewer te toon ten einde geregtig te word op sodanige besoldiging wat vir lengte van diens voorgeskryf word.

KLOUSULE 38.—WERKENDE WERKGEWERS EN VENNOTE

Alle werkende werkgewers en vennote in die Motornywerheid moet die werkeure en die begin- en sluitingsure wat in hierdie Ooreenkoms voorgeskryf word, nakom.

KLOUSULE 39.—INDIENSNEMING VAN PERSONE JONGER AS VYFTIEN JAAR

Geen werkgewer mag 'n persoon wat jonger as vyftien jaar is, wetens in diens neem nie.

KLOUSULE 40.—VERTEENWOORDIGERS VAN WERKNEMERS IN DIE RAAD

Werkgewers moet die verteenwoordigers van werknemers in die Raad of enige streekraad alle redelike fasiliteite verleen om hul pligte in verband met die vergaderings van sodanige rade na te kom.

KLOUSULE 41.—LOS ARBEIDERS

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is geen ander bepalings van hierdie Ooreenkoms as die volgende, op los arbeiders, soos in hierdie klousule omskryf, van toepassing:—

- (a) Die dienskontrakgrondslag van 'n los arbeider is uurliks, en die werkgewer moet sodanige werknemer soos volg betaal waar die dienstrydperk op enige dag—
 - (i) 2 uur of minder duur, 'n bedrag gelyk aan minstens die uurloon vir 2 uur; of
 - (ii) langer as 2 uur duur maar nie langer as 9 uur nie, minstens die uurloon vir elke uur of gedeelte van 'n uur van die tyd gewerk; of
 - (iii) langer as 9 uur duur, oortydbesoldiging vir sodanige langer tyd, op die grondslag wat vir 'n arbeider in klousule 30 voorgeskryf word.
- (b) Die werkgewer moet die besoldiging wat aan 'n los arbeider verskuldig is, by sy diensbeëindiging betaal.
- (c) „Los arbeider” beteken 'n arbeider wat deur dieselfde werkgewer op hoogstens 3 dae in 'n bepaalde week in diens geneem word vir die werksaamhede genoem in die omskrywing van „arbeider” in hierdie Hoofstuk van die Ooreenkoms.
- (d) „Uurloon” beteken die weekloon wat in hierdie Hoofstuk vir 'n arbeider voorgeskryf word, gedeel deur 46.

KLOUSULE 42.—SIEKTEVERLOF

(1) Indien enigeen wat in die lys van hierdie subklousule beskryf word en wat nie deur of die Nasionale Gesondheidsfonds van die Motornywerheid of die Misa-siekte- en -ongeluksfonds-ooreenkoms gedek word nie, van sy werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag of nalatigheid ver-

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

- (a) in the case of all employees other than those referred to in Schedule B of Clause 25 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 referred to in Schedule B of Clause 25 an amount equal to one week's remuneration in the case of weekly paid employees or two weeks' remuneration in the case of a monthly paid employee.

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

CLAUSE 37.—CERTIFICATE 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 date 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.

CLAUSE 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.

CLAUSE 39.—EMPLOYMENT OF PERSONS UNDER THE AGE OF FIFTEEN YEARS

No employer shall knowingly employ any person who is under 15 years of age.

CLAUSE 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.

CLAUSE 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 in this clause:—

- (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 day—
 - (i) is of two hours' duration or less, an amount equal to not less than the hourly wage for two hours; or
 - (ii) is of longer duration than two hours, but not more than nine hours, not less than the hourly wage for each hour or part of an hour of the time worked; or
 - (iii) is of longer duration than nine 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) „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 enumerated in the definition „labourer” in this Chapter of the Agreement.
- (d) „Hourly wage” for the purposes of this clause means the weekly wage prescribed for a labourer in this Chapter divided by 46.

CLAUSE 42.—SICK LEAVE

(1) If any person who is described in the Schedule to this sub-clause and who is not covered by either the Motor Industry National Health Fund or the Misa Sick and Accident Pay Fund Agreements is absent from work through sickness or accident not caused by his own misconduct or neglect, and not compensatable

oorsaak is nie en wat nie ingevolge die Ongevallewet, 1941, vergoedbaar is nie, en wat nie op enige voordeel kragtens 'n siektetondsskema wat deur die Raad of 'n streekraad bestuur word, geregtig is nie, is hy gedurende enige tydperk van 52 agtereenvolgende weke diens by dieselfde werkgever geregtig op siekteverlof met volle betaling, deur sy werkgever, vir 'n tydperk van hoogstens—

- (a) 10 werkdag, indien hy gewoonlik 5 dae per week werk; en
- (b) 12 werkdag, indien hy gewoonlik 5½ dae per week werk.

Lys

- (i) Persone wat ooreenkomstig die woordskrywing van „werknemer” in die Wet, nie geag word nie-werknemers te wees.
- (ii) Ingeboekte vakleerlinge.
- (iii) Alle persone wat lid kan word van die Motor Industry Combined Workers' Union.

(2) Sodanige persoon kom nie gedurende die eerste 2 maande van sy diens by 'n bepaalde werkgever vir siekteverlof met betaling in aanmerking nie.

(3) Geen betaling ten opsigte van siekteverlof vir die eerste 3 agtereenvolgende werkdag waarop 'n werknemer van sy werk afwesig is, mag geëis word nie, en geen siekteverlof met betaling kan opgehoop word nie.

(4) (a) 'n Persoon van wie sy werkgever vereis om 'n doktersertifikaat of enige ander bewys van siekte voor te lê, moet sodanige doktersertifikaat of ander bevredigende bewys voorlê binne 'n tydperk van hoogstens 2 weke nadat hy terug is by die werk, of anders verbeur hy sy reg op siektebetaling.

(b) Iemand wat 'n doktersertifikaat of bevredigende bewys van siekte onmiddellik nadat hy by die werk terug is, voorlê, is geregtig op siekteverlofbetaling nie later nie as die eerste betaaldag nadat hy terug is by die werk.

KLOUSULE 43.—VOORDELE MAG NIE GESEDEER WORD NIE

Geen voordeel wat uit 'n werknemer se dienskontrak voortvloei, hetsy deur sy werkgever of deur die Raad verskuldig, mag gesedeer word nie, en geen beweerde sodering van sodanige voordeel is vir die Raad of sy werkgever bindend nie.

KLOUSULE 44.—LOS WINKELASSISTENTE/VERKOPERS/KLERKE EN AFLOSKLERKE

(1) Los winkelassistent/verkopers/klerke.

Ondanks andersluidende bepalinge in hierdie Ooreenkoms vervat, is die bepalinge van hierdie Ooreenkoms, uitgesonderd die volgende, nie van toepassing nie op los winkelassistent/verkopers of los klerke soos in die Opmerking aan die einde van hierdie subklausule omskryf.

(a) Die kontrakgrondslag vir die indiensneming van 'n los winkelassistent/verkoper of los klerk is uurliks, en die werkgever moet—

- (i) waar die dienstydperk op enige dag twee uur of korter is, sodanige werknemer 'n bedrag betaal wat gelyk is aan minstens 2½ maal die uurloon; of
 - (ii) waar die dienstydperk langer as twee uur maar hoogstens nege uur is, sodanige werknemer minstens 1½ maal die uurloon betaal vir elke uur of deel van 'n uur wat hy gewerk het; of
 - (iii) waar die dienstydperk langer as nege uur duur, sodanige werknemer oortyd vir sodanige oortydwerk betaal op grondslag van die oortydbesoldiging voorgeskryf in klausule 30 (4) (b) van hierdie Ooreenkoms.
- (b) Die werkgever moet die besoldiging wat aan 'n los winkelassistent/verkoper of los klerk verskuldig is, betaal by die beëindiging van sy diens.
- (c) Vir die toepassing van hierdie klausule beteken „uurloon” die minimum weekloon wat in Lys B van klausule 25 voorgeskryf word vir 'n gekwalifiseerde manlike of vroulike (na gelang van die geval) winkelassistent, verkoper, verkoopster en/of klerk, gedeel deur 46.
- (d) Daar mag van geen winkelassistent/verkoper of klerk vereis word of hy mag nie toegelaat word om op 'n Saterdag na 1 nm. of op 'n Sondag of openbare vakansiedag te werk nie, behalwe vir die doel om voorraad te neem.

OPMERKING.—„Los winkelassistent/verkoper/klerk” beteken 'n werknemer wat in 'n tydelike of los hoedanigheid deur dieselfde werkgever in diens geneem word vir 'n tydperk van hoogstens 23 uur, aaneenlopend al dan nie, in een bepaalde maand en wel vir die pligte van 'n „winkelassistent/verkoper” of „klerk”, na gelang van die geval, soos in hierdie Ooreenkoms omskryf.

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, such person shall, during any period of 52 consecutive weeks of employment with the same employer, be entitled to sick leave on full pay from his employer for a period not exceeding—

- (a) 10 working days if he normally works a 5-day week; and
- (b) 12 working days if he normally works a 5½-day week.

Schedule

- (i) Persons who in terms of the definition of “employee” in the Act are regarded as non-employees.
- (ii) Indentured Apprentices.
- (iii) All persons eligible for membership of the Motor Industry Combined Workers' Union.

(2) No such person shall qualify for paid sick leave during the first two months of his employment with any one employer.

(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) (a) A person who is required by his employer to produce a medical certificate, or other evidence of illness shall produce such medical certificate or other satisfactory evidence within a period of not more than two weeks after his return to duty, or otherwise shall forfeit his right to sick pay.

(b) A person who produces a medical certificate or satisfactory evidence of illness immediately on his return to duty shall be entitled to payment of sick leave not later than the first pay-day after his return to duty.

CLAUSE 43.—PROHIBITION OF CESSION OF BENEFITS

No benefit arising out of an employee's contract of service, whether due by his employer or the Council, shall be capable of being ceded, and no purported cession of such benefits shall be binding on the Council or his employer.

CLAUSE 44.—CASUAL SHOP ASSISTANTS/SALESMEN/CLERICAL EMPLOYEES AND RELIEF CLERICAL EMPLOYEES

(1) Casual Shop Assistant/Salesman/Clerical Employees:

Notwithstanding anything to the contrary contained in this Agreement none of the provisions of this Agreement other than the following shall apply to casual shop assistants/salesmen or casual clerical employees as defined in the Note at the end of this sub-clause.

- (a) The basis of contract of employment as a casual shop assistant/salesman or casual clerical employee shall be hourly and the employer shall pay such employee where the period of employment on any day—
 - (i) is of two hours' duration or less, an amount equal to not less than 2½ times the hourly wage; or
 - (ii) is of longer duration than two hours but not more than nine hours, not less than 1½ times the hourly wage for each hour or part of an hour worked; or
 - (iii) is of longer duration than nine hours, overtime for such excess time on the basis of overtime prescribed in Clause 30 (4) (b) of this Agreement.
- (b) The employer shall pay the remuneration due to a casual shop assistant/salesman or casual clerical employee on termination of his employment.
- (c) For the purpose of this clause “hourly wage” means the minimum weekly wage prescribed in Schedule B to Clause 25 for a qualified male or female (as the case may be) shop assistant, salesman, saleswoman and/or clerical employee divided by 46.
- (d) No casual shop assistant/salesman or clerical employee shall be required or permitted to work on any Saturday after 1 p.m. or on any Sunday or public holiday except for the purpose of stocktaking.

NOTE.—“Casual shop assistants/salesmen/clerical employees” shall mean any employee who is temporarily or casually employed by the same employer for not longer than 23 hours, continuous or otherwise, in any one month on any of the duties of a “shop assistant/salesman” or “clerical employee” as the case may be, as defined in this Agreement.

(2) *Aflosklerk.*

- (a) Ondanks andersluidende bepalings vervat in hierdie Ooreenkoms, is die bepalings van hierdie Ooreenkoms, uitgesonderd subparagraaf (b) van hierdie subklousule en daardie bepalings wat betrekking het op die lone vir gekwalifiseerde werkers (klousule 25), gewone werkure (klousule 29) en oortydwerk en werk op Sondae (klousule 30) nie op aflosklerke soos in hierdie Ooreenkoms omskryf, van toepassing nie.
- (b) Elke werkgever wat iemand in diens neem om op sy perseel as aflosklerk werksaam te wees, moet binne sewe dae na sodanige indiensneming die naam van sodanige aflosklerk en die naam van die werknemer wie se plek sodanige aflosklerk inneem, verstrek aan die sekretaris van die streekraad in wie se regsgebied sy sakeonderneming geleë is.

OPMERKING.—„Aflosklerk” word omskryf as ’n klerk wat tydelik in diens geneem word vir ’n tydperk van hoogstens 28 kalenderdae in enige ses maande en wel vir die doel om die werk uit te voer van ’n klerk wat van sy werk afwesig is.

HOOFSTUK II

VOERTUIGBAKBOUINRIGTINGS

OPMERKING.—Hierdie Hoofstuk is in twee dele verdeel. Die bepalings van Deel I is op alle voertuigbakbouinrigtings van toepassing. Die bepalings van Deel II geld slegs vir dié voertuigbakbouinrigtings wat ooreenkomstig klousule 2 van daardie Deel geregistreer is.

DEEL I

KLOUSULE 1.—TOEPASSINGSBESTEK

(1) Die bepalings van hierdie Deel van Hoofstuk II van die Ooreenkoms is van toepassing op bedryfsinrigtings (hieronder „voertuigbakbouinrigtings” genoem) waarin, waarop of waaruit bakbouwerk verrig word, en op die werkgevers wat sodanige bedryfsinrigtings bestuur, en ook op hul werknemers.

(2) Behoudens andersluidende bepalings hierin, is die bepalings van Hoofstuk I van hierdie Ooreenkoms ook op voertuigbakbouinrigtings van toepassing; met dien verstande dat waar die bepalings van Hoofstuk I met die bepalings van hierdie Hoofstuk strydig is, laasgenoemde bepalings geldig is en nagekom moet word.

(3) Ondanks andersluidende bepalings, is die bepalings van hierdie Hoofstuk en Hoofstuk I van hierdie Ooreenkoms van toepassing op kantoor-, pakhuis-, verkoop- en klerklike werknemers slegs in die voertuigbakbouinrigtings of gedeelte van sodanige inrigtings waaruit ’n „winkel” bestaan. Vir die toepassing van hierdie subklousule beteken ’n „winkel” ’n voertuigbakbouinrigting of gedeelte van sodanige inrigting waarheen die publiek genooi word met die doel om die goedere wat daarin of daarop uitgestel word, op ’n ander manier te koop as per openbare veiling, maar omvat dit nie ’n voertuigbakbouinrigting wat handeldryf in goedere wat uitsluitlik deur sodanige inrigting vervaardig word nie.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die bepalings van Hoofstuk I betreffende B/A-vakmanne, nie op voertuigbakbouinrigtings van toepassing nie.

KLOUSULE 2.—WOORDOMSKRYWING

In hierdie Deel, tensy die samehang anders aandui, beteken—

- (1) „skoonmaakster” ’n vrou wat hoofsaaklik of uitsluitlik een of meer van die volgende pligte vervul:—
Persele, toiletkamers, meubels, gerei of soortgelyke artikels skoonmaak en/of was;
tee of soortgelyke drankke maak en/of opdis;
voedsel wat nie vir verkoop aan die publiek bedoel is nie, berei en/of opdis;
- (2) „arbeider” ’n werknemer wat hoofsaaklik of uitsluitlik eenige van die volgende pligte en/of enigeen van die pligte in paragrafe (a) en (b) van die omskrywing van „arbeider” in Hoofstuk I van hierdie Ooreenkoms genoem, verrig:—

Snellosklampe—alle tipes—aansit of verwyder;
yster of ander metale of materiale skuur of fynskuur, uitgesonderd presiesiewerk;

(2) *Relief Clerical Employee:*

(a) Notwithstanding anything to the contrary contained in this Agreement none of the provisions of this Agreement other than sub-paragraph (b) of this sub-clause and those relating to qualified wage rates (Clause 25), ordinary hours of work (Clause 29) and overtime and Sunday work (Clause 30) shall apply to relief clerical employees as defined in this Agreement.

(b) Every employer who engages any person to work on his premises as a relief clerical employee shall within seven days of such engagement supply the Secretary of the Regional Council within the area of jurisdiction of which his place of business is situated with the name of such relief clerical employee and the name of the employee whose place the relief clerical employee is taking.

NOTE.—“Relief clerical employee” is defined as a clerical employee who is temporarily employed for a period of not more than 28 calendar days in any six months for the purpose of carrying out the duties of a clerical employee who is absent from work.

CHAPTER II

VEHICLE BODY BUILDING ESTABLISHMENTS

NOTE.—This Chapter is divided into two parts. The Provisions of Part I apply to all vehicle body building establishments. The provisions of Part II apply only to those vehicle body building establishments which are registered in terms of Clause 2 of that part.

PART I

CLAUSE 1.—SCOPE OF APPLICATION

(1) The provisions of this part of Chapter II of 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 I of this Agreement shall also apply to vehicle body building establishments provided that where the provisions of Chapter I 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 this Chapter and of Chapter I of this Agreement shall apply to office, stores, sales and clerical employees only in those vehicle body building establishments or portions of such establishments which constitute a “shop”. A “shop” for the purpose of this sub-clause means any vehicle body building establishment or portion of such establishment to which the public is invited for the purpose of purchasing, otherwise than by public auction, the goods displayed therein or thereon, but does not include any vehicle body building establishment trading in goods exclusively manufactured by such establishment.

(4) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I relating to B/A journeymen shall not apply to vehicle body building establishments.

CLAUSE 2.—DEFINITIONS

In this part, unless the context otherwise indicates—

(1) “Char” means a woman mainly or exclusively employed in any one or more of the following duties:—

Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;
making and/or serving tea or similar beverages;
preparing and/or serving food not for sale to the public.

(2) “Labourer” means an employee mainly or exclusively engaged in any of the following duties and/or any of the duties enumerated in paragraphs (a) and (b) of the definition of “Labourer” in Chapter I of this Agreement:—

Applying or removing quick release clamps—all types;
grinding or buffing iron or other metals or materials other than precision work;

lood opwarm en indompeling;
hyskrane of bokkrane bedien, uitgesonderd hyskrane of bokkrane met kajuitbediening;
knegboute verwyder; klinknaelverhitting; sand- of skroothlaaswerk; slaanwerk; gedemonteerde vere wat uit voertuie verwyder is, uitmekaarhaal; skroefkoppe of boutte of soortgelyke uitstaande of versteekte onderdele aan nuwe voertuie deur middel van 'n kwas met verf bywerk;

(3) „afmerkwark” die merk van enige materiaal van 'n patroon af;

(4) „werkman graad VL” 'n werknemer wat hoofsaaklik of uitsluitlik die volgende verrig:—

Artikels en/of onderdele inmeekaarsit waar geen montering nodig is nie;
'n Vakman of 'n vakleerling met minstens 1 jaar ondervinding, help met die installering en/of in posisie kram van elektriese kables vir binnenshuise verligting of toebehore, of met die vassit van selfrigtende matryse by die stel van masjiene;
drade kaalmaak en kabelente vassit;
metaal of ander materiale met 'n yster- of sirkelsaag of wrywingsnyer volgens stuiters of leipatrone of volgens merke wat deur 'n vakman, vakleerling wat nog hoogstens 4 jaar moet uitdien, of werkman graad CV op materiale aangebring is, sny of knip;
met spesialedoelmasjiene, setmate of patrone—hand- of masjiën—buig en/of fatsoeneer, maar nie opstel van masjiën nie;
in emalje en/of verf indoop;
boorwerk maar nie presisiowerk nie;
boutte wat die bak vashou en/of boutte wat sitplekke vassit, insit en/of vasdraai en/of losdraai;
onderdele uit vooraf gemengde plastiekstowwe in vooraf gefatsoeneerde gietvorms maak;
afmerkwark;
volgens stuiters, setmate, matryse of patrone—met die hand of masjiën—pers en/of inkerf, maar uitgesonderd die stel van setmate of matryse;
met die hand of masjiën volgens vooraf gestelde stuiters, merke, setmerke of patrone pons en wel onder die toesig van 'n vakman of 'n vakleerling met minstens 1 jaar ondervinding;
inslaan van klinknaels;
ruwe afsaag van materiale met ystersaag (krag- of handbedien), nadat die materiale deur 'n vakman, vakleerling wat nog hoogstens vier jaar moet uitdien, werkman graad CV uitgemerk is;
draad insny en/of tapwerk, deur middel van draadsny- of tapmasjiene of -hegstukke;
punt- of weerstandsewysing aan subsamestelwerk met onderdele in spesialedoelsetmate of vaste patrone;
met die hand draad in boutte sny of gate of moere tap;
'n vooraf gestelde oksiasetleentoestel vir ruwe snywerk gebruik.

KLOUSULE 3.—BETALING VAN VERDIENSTE

(1) Alle lone moet, behoudens die bepalings van subklausule (2) van hierdie klausule, weekliks of maandeliks, na gelang van die geval, betaal word.

(2) (a) Weekliks besoldigde werknemers moet hul lone in kontant ontvang—

(i) op elke gewone betaaldag en wel teen die gewone uitskeityd vir die dagskof van die bedryfsinrigting vir daardie dag; of

(ii) by diensbeëindiging, indien dit voor die gewone betaaldag plaasvind.

(b) Maandeliks besoldigde werknemers moet hul loon voor of op die laaste werkdag van die maand, of by diensbeëindiging indien dit voor die gewone betaaldag van 'n werknemer plaasvind, in kontant of per tjek ontvang.

(3) Alle verdienste moet aan werknemers oorhandig word in verskeide hours waarop die volgende moet verskyn of wat versig moet gaan van 'n staat wat die volgende aangee:—

- die naam van die werkgewer;
- die naam van die werknemer;
- die datum van betaling;
- die tydperk ten opsigte waarvan betaling geskied;
- die getal gewone en oortydure gewerk en die verdienste daarvoor verskuldig;
- die getal ure op 'n Sondag gewerk en die verdienste daarvoor verskuldig;
- besonderhede van enige ander verdienste;
- besonderhede van enige bedrae wat afgetrek is;
- die bedrag ingesluit; en

heating up lead and dipping;
operating cranes or gantries other than cab-operated cranes or gantries;
removing slave bolts; rivet heating; sand or shotblasting; striking; stripping springs which have been removed from vehicles;
touching-up screwheads or bolts or similar protruding or hidden parts on new vehicles with paint, by brush.

(3) “Marking off” means the operation of marking any material from a pattern or templet.

(4) “Operative grade VL” means an employee mainly or exclusively engaged in—

Assembling articles and/or components where no fitting is required;
assisting a journeyman or an apprentice of not less than one year's experience in the installation and/or stapling into position of electric cables for interior lighting or fittings, or assisting with the fixing of self-aligning dies in the setting of machines;
baring wires and fixing cable ends;
cutting or shearing metal or other materials with hack or circular saw or friction cutter to stops or jigs or to markings on materials made by a journeyman, apprentice with not more than four years to serve, or an operative grade CV;
bending and/or forming with special purpose machines, jigs, or templets—hand or machine—but not setting up of machine;
dipping in enamels and/or paint;
drilling other than precision work;
inserting and/or tightening and/or loosening body-holdingdown bolts and/or seat fixing bolts;
making parts from pre-mixed plastic materials in pre-formed moulds;
marking off;
pressing and/or notching to stops, jigs, dies or templets—by hand or machine—but excluding the setting of jigs or dies;
punching by hand or machine to pre-set stops, marks, jigs or to templets under the supervision of a journeyman or an apprentice of not less than one year's experience;
rivet striking;
rough cutting of materials with hacksaw (power or hand operated), after the materials have been marked out by a journeyman, apprentice with not more than four years to serve, or an Operative Grade CV;
screwing and/or tapping by means of screwing or tapping machines or attachments;
spot or resistance welding on sub-assembly work with components in special purpose jigs or fixtures;
threading of bolts or tapping of holes or nuts by hand; using pre-set oxy-acetylene for rough cutting.

CLAUSE 3.—PAYMENT OF EARNINGS

(1) All wages 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 paid employees shall be paid their wages in cash—

(i) on each ordinary pay-day by the normal stopping time of the day shift of the establishment for that day; or

(ii) on termination of employment if this takes place before the ordinary pay-day.

(b) Monthly paid employees shall be paid their wages in cash or by cheque on or before the last working day of the month, or on termination of employment if this takes place before the ordinary pay-day of an employee.

(3) All earnings shall be handed to employees in sealed containers on which shall be reflected or which shall be accompanied by a statement showing—

- 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 earnings due therefor;
- the number of hours worked on a Sunday and the earnings due therefor;
- details of any other earnings;
- details of any deductions which have been made;
- the amount enclosed; and

- (j) in die geval van ander werknemers as vakmanne, enige bedrag verskuldig as verlofbesoldiging ooreenkomstig subklousule (1) van Afdeling B van klousule 5 van hierdie Hoofstuk.
- (4) Van geen werknemer moet, as deel van sy dienskontrak, vereis word om by sy werkgever of enige plek wat deur laasgenoemde aangewys word, etes en/of huisvesting te ontvang nie of om enige goedere van die werkgever te koop nie.
- (5) Tensy anders in hierdie Ooreenkoms bepaal, mag geen bedrag van enige aard, uitgesonderd die volgende, afgetrek of as skuldvergelyking agtergehou word van die verdienste wat 'n werknemer gewoonlik geregtig sou wees om te ontvang nie:—
- (a) Behoudens die bepalings van klousule 4 van hierdie Hoofstuk, waar 'n werknemer van sy werk afwesig is (uitgesonderd met besoldigde verlof, 'n bedrag in verhouding tot sodanige afwesigheid, bereken op die grondslag van die loon wat sodanige werknemer ontvang het ten opsigte van sy gewone werkure ten tyde van die afwesigheid; met dien verstande dat—
- (i) waar sodanige afwesigheid die gevolg is van ongeskiktheid of 'n siekte wat binne die bestek van die Ongevallewet, 1941, val, die aftrekking ten opsigte van die eerste week van afwesigheid hoogstens 70 persent van die werknemer se loon mag bedra;
- (ii) 'n werkgever, as 'n opskortende voorwaarde vir die betaling van enige bedrag ooreenkomstig voorbehoudsbepaling (i), van die werknemer kan vereis om 'n doktersertifikaat in te dien wat die aard en duur van die werknemer se ongeskiktheid vermeld;
- (b) behoudens die bepalings van klousule 5 van hierdie Hoofstuk, met die skriftelike toestemming van die werknemer, bedrae vir 'n vakansie-, versekerings-, voorsorg- en/of pensioenfonds, waar sodanige fonds nie deur 'n streekraad of die Raad geadministreer word nie;
- (c) met die skriftelike toestemming van die werknemer en van die streekraad of die Raad, bedrae ten opsigte van tee-, sport- en soortgelyke klubs, of aankope deur werknemers van hul werkgevers.
- (d) bydraes aan die Raad ingevolge klousule 11 van Hoofstuk I van hierdie Ooreenkoms, en bydraes aan enige siektebystands-, voorsorg- en/of pensioenfonds wat deur 'n streekraad of die Raad geadministreer word.
- (e) 'n bedrag wat 'n werkgever by wet of op bevel van 'n bevoegde hof vir of namens 'n werknemer moet betaal;
- (f) waar 'n werknemer daarmee instem of daar ingevolge die Bantoe (Stedelike Gebiede) Konsolidasiewet, 1945, soos gewysig, of die Bantoe-arbeid Regelingswet, 1911, soos gewysig, van hom vereis word om etes en/of huisvesting van sy werkgever aan te neem, 'n bedrag van hoogstens R1.20 per week wanneer etes en huisvesting verskaf word, of van hoogstens 80 sent per week vir etes alleenlik of 40 sent per week vir huisvesting alleenlik;
- (g) Ledegelde vir die Motor Industry Employees' Union of South Africa en die Motor Industry Combined Workers' Union ingevolge klousule 12 van Hoofstuk I, of vir die ander geregistreerde vakverenigings wat deur 'n streekraad of die Raad goedgekeur mag word.
- (6) Elke werkgever moet, indien sy werknemer dit vereis, by ontvangs van sy verdienste 'n skriftelike kwitansie daarvoor gee.

KLousULE 4.—BETALING VIR OPENBARE VAKANSIEDAE

- (1) (a) Alle werknemers is geregtig op verlof met volle betaling op ondergenoemde wetteregtelike openbare vakansiedae:—
Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gesinsdag, Krugerdag, Geloftedag, Kersdag, Tweede Kersdag en Republiekdag 1971.
- (b) Waar 'n wetteregtelike openbare vakansiedag op 'n Sondag val, word die daaropvolgende Maandag vir die toepassing van hierdie klousule geag daardie bepaalde vakansiedag te wees, en waar Kersdag op 'n Sondag val, word die daaropvolgende Dinsdag geag Tweede Kersdag te wees.
- (2) Waar 'n ander werknemer as 'n wag werk op 'n wetteregtelike openbare vakansiedag ten opsigte waarvan hy op verlof met volle betaling kragtens subklousule (1) geregtig is, moet sy werkgever, behoudens die bepalings van subklousule (1) hiervan, benewens sy gewone besoldiging vir sodanige dag aan hom—
- (a) besoldiging betaal teen minstens sy uurloon vir elke uur of deel van 'n uur gewerk, tot 'n maksimum van agt uur;
- (b) dubbel sy uurloon betaal vir elke uur of deel van 'n uur wat hy langer as agt uur op sodanige dag gewerk het.
- (3) Wanneer een van die wetteregtelike openbare vakansiedae wat in subklousule (1) bedoel word, op 'n dag val waarop daar nie gewerk word nie, uitgesonderd 'n Sondag, moet 'n werknemer, uitgesonderd 'n wag, wat op sodanige wetteregtelike vakansiedag werk, besoldig word soos voorgeskryf in subklousule (3) van klousule 8 van hierdie Hoofstuk.

- (j) in the case of employees other than journeymen, any amount due as leave pay in terms of sub-clause (1) of Section B of Clause 5 of Part I of this Chapter.

(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 5 of Part I of this Chapter, 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; provided that—
- (i) where such absence is due to a disablement or an illness falling within the scope of the Workmen's Compensation Act, 1941, the deduction shall in respect of the first week of absence, not exceed 70 per cent of the employee's wage;
- (ii) an employer may, as a condition precedent to the payment in terms of proviso (i) of any amount, require the employee to produce a medical certificate stating the nature and duration of the employee's incapacity;
- (b) Subject to the provisions of Clause 5 of this Chapter, with the written consent of the employee, deductions for holiday, insurance, provident and/or pension funds where such funds are not administered by a Regional Council or the Council;
- (c) with the written consent of the employee and of the Regional Council or the Council, deductions in respect of tea, sports and similar clubs, or purchases by employees from their employers;
- (d) contributions to the Council in terms of Clause 11 of Chapter I of this Agreement and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council;
- (e) any amount which an employer is legally or by order of a competent Court, required to pay for or on behalf of an employee;
- (f) where any employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, as amended, or the Bantu Labour Act, 1964, as amended, to accept board and/or lodging from his employer, a deduction not exceeding R1.20 per week when board and lodging is provided, or not more than 80 cents per week for board only, or 40 cents per week for lodging only;
- (g) subscriptions to the Motor Industry Employees' Union of South Africa and the Motor Industry Combined Workers' Union in terms of Clause 12 of Chapter I, or to such other registered trade unions as may be approved by a Regional Council or the Council.
- (6) Each employee shall, if so required by his employer, upon receiving payment of his earnings, acknowledge receipt thereof in writing.

CLAUSE 4.—PAYMENT FOR PUBLIC HOLIDAYS

- (1) (a) All employees shall be entitled to leave on full pay on the undermentioned statutory public holidays:—
New Year's Day, Good Friday, Ascension Day, Family Day, Kruger Day, Day of the Covenant, Christmas Day, Boxing Day and Republic Day, 1971.
- (b) Where any statutory public holiday falls on a Sunday, the following Monday shall for purposes of this clause be deemed to be that particular holiday, and where Christmas Day falls on a Sunday the following Tuesday shall be deemed to be Boxing Day.
- (2) Subject to the terms of sub-clause (1) hereof whenever an employee other than a watchman, works on any statutory public holiday in respect of which he is entitled to leave on full pay in terms of sub-clause (1), his employer shall in addition to his normal remuneration for such day, pay him—
- (a) remuneration at a rate not less than his hourly wage for each hour or part of an hour worked up to eight hours; and
- (b) double his hourly wage for each hour or part of an hour worked in excess of eight hours on such day.
- (3) Whenever one of the statutory public holidays referred to in sub-clause (1) falls on a non-working day, other than a Sunday, an employee other than a watchman who works on such statutory public holiday shall be remunerated at the rates prescribed in sub-clause (3) of Clause 8 of this Chapter.

(4) As 'n werkgewer sy bedryfsinrigting op 'n ander wetteregtelike openbare vakansiedag as dié genoem in paragraaf (a) van subklousule (1), wil sluit, moet hy—

- (a) vakleerlinge en, behalwe in Streek WP, werknemers vir wie lone van R6 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) indien hy minstens drie uur voor die gewone sluitingstyd op die laaste werkdag voor sodanige openbare vakansiedag, op 'n plek wat vir sy werknemers gereedelik toeganklik is, 'n kennisgewing vertoon het waarin die tydperk gemeld word wat werknemers, uitgesonderd dié wie se besoldigingsgrondslag in paragraaf (a) van hierdie subklousule voorgeskryf word, nie hoef te werk nie, hulle soos volg betaal—
 - (i) vakmanne, minstens R2 vir sodanige wetteregtelike vakansiedag;
 - (ii) alle ander werknemers nie elders in hierdie subklousule gemeld nie en met inbegrip, in die geval van Streek WP, van werknemers vir wie lone van R6 of minder per week in hierdie Ooreenkoms voorgeskryf word, minstens $\frac{1}{15}$ de van die weekloon;
 - (c) as hy sy bedryfsinrigting sluit sonder om die kennisgewing te vertoon soos in paragraaf (b) van hierdie subklousule bepaal, aan al sy werknemers minstens die besoldiging betaal wat hulle sou ontvang het as hulle hul gewone ure op daardie dag van die week gewerk het.
- (5) 'n Werkgewer wat van 'n vakman vereis om te werk op 'n wetteregtelike openbare vakansiedag ten opsigte waarvan sy bedryfsinrigting ingevolge subklousule (4) (b) hiervan gesluit is, moet sodanige vakman R4 betaal plus die besoldiging wat hy ingevolge klousules 7 en 10 van Deel I en klousule 5 van Deel II van hierdie Hoofstuk sou betaal het vir werk op 'n gewone werkdag.

KLOUSULE 5.—JAARLIKSE VERLOF

Woordomskrywing

Vir die toepassing van hierdie klousule—

- (1) beteken „verlofsiklus” die tydperk waarin 'n werknemer drie weke verlof ooreenkomstig subklousule (1) van Afdeling A van hierdie klousule verdien;
 - (2) word die uitdrukkings „diens” en „skof” geag die volgende in te sluit—
 - (a) skofte wat korter is as dié wat ingevolge hierdie Hoofstuk toegelaat word, omdat—
 - (i) die werknemer laat op sy werkplek aangekom het, maar nie later as 'n halfuur nie, of
 - (ii) daar korttyd gewerk is, of
 - (iii) sodanige korter skofte met die toestemming van die werkgewer gewerk is;
 - (b) skofte wat die betrokke werknemer gewoonlik sou gewerk het maar nie gewerk het nie omdat hy—
 - (i) kragtens hierdie Ooreenkoms afwesig was met verlof met betaling;
 - (ii) opleiding ingevolge die Verdedigingswet (Wet No. 44 van 1957) vir 'n maksimum tydperk van vier maande per jaar moes ondergaan;
 - (iii) van sy werk afwesig was op las of op versoek van sy werkgewer;
 - (iv) van sy werk afwesig was weens siekte of 'n ongeluk vir 'n tydperk van altesame hoogstens dertig dae in enige verlofsiklus;
 - (v) van sy werk afwesig was op enigeen van die openbare vakansiedae wat in klousule 4 van hierdie Hoofstuk bedoel word;
- met dien verstande dat 'n werknemer wat, na verstryking van sy jaarlikse verlof, sy diens beëindig deur te dros, geen eis ten opsigte van paragraaf 2 (b) (i) hierbo het nie;
- (3) beteken „besoldiging” 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus enige bonus wat gereeld aan die werknemer betaal word, en die bedrag van sodanige bonus word geag die gemiddelde bedrag te wees wat 'n werknemer ontvang het of wat hom toegekom het ten opsigte van die tydperk van dertien weke onmiddellik voor die datum waarop die werknemer met sy jaarlikse verlof gaan of sy diens beëindig, of, as hy 'n tydperk van minder as dertien weke gewerk het, die gemiddelde bedrag wat hy ontvang het of wat hom toegekom het ten opsigte van die getal voltooië weke wat hy werklik gewerk het.

OPMERKING.—Die res van hierdie klousule is in 4 afdelings en wel soos volg verdeel:—

Afdeling A, wat oor jaarlikse verlof handel en o.a. sodanige sake soos wie op jaarlikse verlof geregtig is, die tydperk van jaarlikse verlof wat aan werknemers toegestaan moet word, wanneer verlof hulle toekom, die berekening van verlofbesoldiging, ens., bepaal;

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

- (a) pay apprentices and, except in Region WP, employees for whom wages of R6 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 three hours before the ordinary stopping time on the last working day prior to such public holiday at 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 paragraph (a) of this sub-clause would not be required to work, pay—
 - (i) journeymen not less than R2 for such statutory public holiday;
 - (ii) all other employees, not elsewhere referred to in this sub-clause including in the case of Region WP employees for whom wages of R6 or less per week are prescribed in this Agreement, not less than $\frac{1}{15}$ th of a week's wages;
- (c) if he closes his establishment without displaying the notice in terms of paragraph (b) of this sub-clause, 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) An employer who requires a journeyman to work on a statutory public holiday in respect of which his establishment has been closed in terms of sub-clause (4) (b) hereof, shall pay such journeyman R4 plus the remuneration he would pay in terms of Clauses 7 and 10 of Part I and 5 of Part II of this Chapter for work on a normal working day.

CLAUSE 5.—ANNUAL LEAVE

Definitions

For the purpose of this clause—

- (1) “Leave cycle” shall mean the period during which an employee earns three weeks' leave in terms of sub-clause (1) of Section A of this clause.
- (2) The terms “employment” and “shift” shall be deemed to include—
 - (a) shifts which are of shorter duration than those permitted in terms of this Chapter, 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 because he was—
 - (i) absent on paid leave in terms of this Agreement;
 - (ii) undergoing training in terms of the Defence Act (Act No. 44 of 1957) to the extent of a maximum period of four months 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 thirty days in any leave cycle;
 - (v) absent from work on any of the public holidays referred to in Clause 4 of this Chapter;

provided that an employee who, after the expiration of his annual leave, ends his employment by desertion, shall have no claim in respect of paragraph 2 (b) (i) above.

- (3) “Remuneration” means an employee's wages as defined in this Agreement plus any bonus regularly paid to the employee, the amount of such bonus being deemed to be the average amount received by or accrued to an employee in respect of the period of 13 weeks immediately preceding the date the employee goes on annual leave or terminates his employment, or if a period of less than 13 weeks has been worked the average amount received by or accrued to an employee in respect of the number of complete weeks actually worked.

NOTE.—The remainder of this clause is subdivided into 4 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.;

Afdeling B, wat bepalinge met betrekking tot opgelope ver-
lofbesoldiging bevat;
Afdeling C, wat bepalinge met betrekking tot addisionele
vakansiebesoldiging bevat; en
Afdeling D, wat bepalinge vir die administrasie van 'n
„Gebeurlikheidsreserwe” bevat.

AFDELING A.—JAARLIKSE VERLOF

(1) Drie weke jaarlikse verlof met volle besoldiging moet ver-
leen word aan vakleerlinge, kwekelinge wat opleiding ooreen-
komstig die Wet op Opleiding van Ambagsmanne ondergaan en
aan alle werknemers vir wie lone of besoldiging in hierdie Hoof-
stuk van die Ooreenkoms voorgeskryf word en wat sedert die
datum van indiensneming of vanaf die datum waarop die vorige
jaarlikse verlof verskuldig geword het (naamlik die jongste datum),
die tydperke van ononderbroke diens wat in die Bylae van hierdie
subklousule vermeld word, by dieselfde werkgever voltooi het.

Bylae

- (a) Weekliks besoldigde werknemers, uitgesonderd wagte: 261 skofte, uitgesonderd oortyd.
 - (b) Wagte en maandeliks besoldigde werknemers: 12 maande.
- (2) Jaarlikse verlof kom 'n werknemer toe onmiddellik nadat hy die kwalifiserende tydperk voltooi het wat in subklousule (1) van hierdie Afdeling gespesifiseer word, maar dit kan geneem word voor of nadat dit hom toekom indien—
- (a) die behoeftes van die werkgever se besigheid dit vereis; of
 - (b) die werkgever en die werknemer aldus ooreenkom; met dien verstande dat jaarlikse verlof onder geen omstandighede meer as 2 maande *voor* die datum waarop dit verskuldig word, geneem mag word nie of dat dit meer as 4 maande *na* sodanige datum uitgestel mag word nie tensy die betrokke werknemer en werkgever voor die verstryking van sodanige tydperk van 4 maande skriftelik daartoe ooreengekom het en dat dit nie met langer as 6 maande na die datum waarop dit verskuldig word, uitgestel mag word nie.
- (3) Behoudens subklousule (1) van hierdie Afdeling, word besoldiging vir jaarlikse verlof bereken teen die besoldiging wat die werknemer ontvang op die datum waarop hy sy jaarlikse verlof neem, en moet die werkgever dit op die laatste werkdag voor die aanvang van sy verlof aan hom betaal.
- (4) Indien enigeen van die openbare vakansiedae met besoldiging wat in klousule 4 van hierdie Hoofstuk bedoel word, op 'n werkdag binne die verloftydperk van 'n werknemer val, moet die werkgever—
- (a) of een werkdag met volle besoldiging by genoemde verloftydperk voeg ten opsigte van elke sodanige openbare vakansiedag met besoldiging;
 - (b) of die betrokke werknemer een gewone dag se loon betaal in plaas van verlof op die dag onmiddellik na sodanige werknemer se verloftydperk.
- (5) (a) Jaarlikse verlof mag nie met enige tydperk wat die werknemer onder kennisgewing van diensbeëindiging staan, saamval nie en ook nie, tensy die werknemer skriftelik aldus versoek, met enige tydperk wat 'n werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan nie.
- (b) Enige tydperk wat 'n werknemer met siekteverlof is soos in klousule 42 van Hoofstuk I van hierdie Ooreenkoms voorgeskryf, tel nie as deel van sodanige werknemer se jaarlikse verlof nie.
- (6) Geen werknemer mag sy gewone beroep gedurende die tydperk van sy verlof beoefen nie en geen werkgever mag van 'n werknemer vereis of hom wilens en wetens toelaat om gedurende die tydperk van sy verlof in die Nywerheid te werk nie.
- (7) Behalwe soos elders in hierdie Ooreenkoms bepaal, mag geen bedrag by wyse van skuldvergelyking afgetrek word vir geld wat aan die werkgever verskuldig mag wees nie.

(8) By die beëindiging van die diens van 'n werknemer wat vir jaarlikse verlof ingevolge subklousule (1) van hierdie Afdeling gekwalifiseer het maar aan wie die verlof op die datum van sodanige beëindiging nog nie verleen is nie of wat dit nog nie geneem het nie, moet die werkgever hom 'n bedrag aan verlofbesoldiging betaal wat bereken is ooreenkomstig die bepalinge van subklousule (1) van Afdeling B van hierdie klousule.

(9) (a) 'n Werkgever kan te eniger tyd, maar hoogstens 1 maal in 'n tydperk van 12 agtereenvolgende maande, sy bedryfsinrigting sluit ten einde aan sy werknemers verlof met besoldiging te verleen soos by hierdie klousule voorgeskryf, en waar 'n werknemer op die datum van die sluiting van die bedryfsinrigting nie op die volle voorgeskrewe tydperk van jaarlikse verlof met besoldiging geregtig is nie, moet die werkgever aan hom 'n bedrag betaal op die grondslag wat in subklousule (1) van Afdeling B van hierdie klousule voorgeskryf is, asof sy diens geëindig het, plus besoldiging ten opsigte van dié openbare vakansiedae met besoldiging

Section B which contains provisions relating to accrued leave pay;
Section C which contains provisions relating to additional holiday pay; and
Section D which contains provisions for the administration of a "Contingency Reserve".

SECTION A.—ANNUAL LEAVE

(1) Three weeks' annual leave on full pay shall be granted to apprentices, trainees undergoing training under the Training of Artisans Act, and to all employees for whom wages or remuneration are prescribed in this Chapter of the Agreement 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: 261 shifts excluding overtime.
- (b) Watchmen and monthly paid employees: 12 months.

(2) 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 annual leave shall in no circumstances be taken more than two months *before* due date, nor delayed for more than four months *after* due date unless the employee and the employer concerned have before the expiry of such period of four months, agreed thereto in writing, and shall not be delayed by more than six months after due date.

(3) Subject to sub-clause (1) of this section pay for annual leave shall be calculated at the rate of remuneration which the employee is receiving at the date on which he proceeds on his annual leave and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(4) If any of the paid public holidays referred to in Clause 4 of this Chapter falls on a working day within the period of leave of an employee the employer shall either—

- (a) add one working day on full pay to the said period of leave in respect of each such paid public holiday; or
- (b) pay to the employee in question one normal day's pay in lieu of leave on the pay-day immediately following such employee's period of leave.

(5) (a) Annual leave shall not be concurrent with any period during which the employee is under notice of termination of employment, nor unless the employee so requests in writing, with any period during which an employee is undergoing military training in terms of the Defence Act, 1957.

(b) Any period during which an employee is on sick leave as prescribed in Clause 42 of Chapter I of this Agreement shall not be counted as part of such employee's annual leave.

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

(8) 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.

(9) (a) An employer may at any time, but not more than once in any period of 12 consecutive months, close his establishment for purposes of granting his employees paid leave as prescribed by this clause and where at the date of 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 (1) of Section B of this clause as if his employment had terminated, plus remuneration in respect of any of the paid public holidays which fall during the

wat binne die tydperk val wat die bedryfsinrigting gesluit is en wat ingevolge subklousule (4) van Afdeling A van hierdie klousule by 'n werknemer se jaarlikse verlof getel moet word, en wel teen 'n skaal van minstens dié wat hy gewoonlik vir sy gewone werkure vir daardie dag van die week sou ontvang het; met dien verstande dat daar, behoudens die bepalings van subklousule (6) van Afdeling A van hierdie klousule, van onderhoudspersoneel vereis mag word of hulle toegelaat mag word om gedurende die tydperk wat die bedryfsinrigting ingevolge hierdie subklousule gesluit is, te werk.

(b) Vir die toepassing van hierdie klousule beteken „onderhoudspersoneel” werknemers in diens vir die onderhoud, opknapping of herstel van masjinerie, uitrusting of installasie.

(c) 'n Werkgewer wat besluit om sy bedryfsinrigting ooreenkomstig hierdie subklousule te sluit, moet sy werknemers minstens 3 maande voor sodanige sluiting van sy besluit in kennis stel.

AFDELING B.—OPGELOPE VERLOFBESOLDIGING

(1) Behoudens die bepalings van subklousule (3) van hierdie afdeling en die voorbehoudsbepaling by die omskrywing van „skofte” aan die begin van hierdie klousule, is 'n werknemer wat uit sy diens ontslaan word of dit verlaat voordat hy vir jaarlikse verlof ingevolge subklousule (1) van Afdeling A van hierdie klousule gekwalifiseer het, geregtig op opgelope verlofbesoldiging gelyk aan $\frac{3}{52}$ van een week se besoldiging vir elke voltooië week diens (d.w.s. 5 skofte) vanaf die datum waarop hy by die werkgewer begin werk het of vanaf die datum waarop verlof hom laas toegekom het, nl. die jongste datum.

(2) (a) In die geval van alle werknemers, uitgesonderd vakmanne, moet die opgelope verlofbesoldiging in subklousule (1) van hierdie Afdeling genoem, by diensbeëindiging regstreeks aan die werknemer betaal word.

(b) In die geval van vakmanne moet opgelope verlofbesoldiging nie aan die werknemer oorhandig of deur hom geneem word nie, maar moet dit onmiddellik by diensbeëindiging deur die werkgewer aan die sekretaris van die streekraad wat regsbevoegdheid het, gestuur word.

(c) Wanneer 'n werkgewer 'n betaling ingevolge paragraaf (b) van hierdie subklousule doen, moet hy 'n verlofbetaalbewys in viervoud invul en wel in die vorm in Aanhangsel C van hierdie Ooreenkoms voorgeskryf, een kopie in sy besit hou, een kopie aan die sekretaris van die betrokke streekraad stuur en die oorblywende twee kopieë aan die betrokke vakman oorhandig, wat een kopie onverwyld moet onderteken en dit aan die sekretaris van die streekraad moet stuur en die ander kopie vir die toepassing van paragraaf (d) van hierdie subklousule moet bewaar.

(d) Waar 'n vakman wat uit sy diens ontslaan is of dit verlaat 1 het voordat hy vir jaarlikse verlof gekwalifiseer het, in diens van 'n ander werkgewer in die Motornywerheid tree, is die volgende bepalings van toepassing:—

- (i) Die vakman moet aan die nuwe werkgewer kopieë voorleë van verlofbetaalbewyse wat deur die vorige werkgewers in die Motornywerheid aan hom uitgereik en ingevolge paragraaf (c) van hierdie subklousule deur hom gehou is.
- (ii) Die vakman se verlof kom hom toe wanneer hy 'n getal skofte of 'n tydperk gelyk aan dié in die Bylae van subklousule (1) van Afdeling A van hierdie klousule voorgeskryf, by die nuwe werkgewer gewerk het, min die gesamentlike getal skofte of tydperke gemeld op die kopieë van die verlofbetaalbewyse wat hy aan die nuwe werkgewer oorhandig het.
- (iii) Twee weke voordat die vakman verlof met besoldiging by die nuwe werkgewer neem, moet die kopie van die verlofbetaalbewys wat die vakman aan sy nuwe werkgewer oorhandig het, onderteken en aan die betrokke streekraad gestuur word en moet daar aansoek om betaling van die bedrag van die betaalbewys gedoen word.
- (iv) Die nuwe werkgewer moet aan die vakman, wanneer hy sy verlof met besoldiging neem, die bedrag aan verlofbesoldiging wat ingevolge subklousule (1) van hierdie klousule vir hom opgeloop het, aan hom betaal.
- (v) Aan 'n vakman wat sy diens verlaat nadat sy verlof hom toegekom het maar voordat dit verleen is, moet die bedrag wat as verlofbesoldiging aan hom verskuldig is wanneer sy verlof hom toekom, deur die werkgewer betaal word en moet die vakman self van die betrokke streekraad die bedrag van verlofbetaalbewyse in sy besit, eis deur dit te onderteken en aan die sekretaris van die streekraad te stuur.

(3) Opgelope verlofbesoldiging wat deur 'n streekraad of deur 'n werkgewer namens 'n werknemer gehou word wat om gesondheidsredes of enige ander ongeskiktheid nie in staat is om sy beroep voort te sit nie, word onmiddellik aan die werknemer betaalbaar, en opgelope verlofgeelde verskuldig aan 'n werknemer wat in die loop van sy diens sterf, moet onmiddellik aan sy boedel betaal word.

period the establishment is closed and which are required to be added to an employee's annual leave in terms of sub-clause (4) of Section A of this clause at a rate not less than he would normally have received for his ordinary working hours for that day of the week; provided that maintenance personnel may, subject to the provisions of sub-clause (6) of Section A of this clause, be required or permitted to work during the period the establishment is closed in terms of this sub-clause.

(b) For the purpose of this clause “maintenance personnel” shall mean employees engaged in the maintenance, overhauling or repairing of machinery, equipment or plant.

(c) An employer who decides to close his establishment in terms of this sub-clause shall advise his employees of his decision at least three months before such closing.

SECTION B.—ACCRUED LEAVE PAY

(1) Subject to the provisions of sub-clause (3) of this section and to the proviso to the definition of “shifts” at the beginning of this clause, 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 of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed week of employment (i.e. five shifts) from the date of beginning work with the employer or from the date on which last leave became due whichever is the later.

(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 taken by the employee, but shall immediately on termination of service be remitted by the employer to the Secretary of the Regional Council having jurisdiction.

(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 concerned, and hand the remaining two 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 paragraph (d) of this sub-clause.

(d) Where a journeyman, who has been discharged from, or has left his employment before he has qualified for annual leave, enters the service of another employer in the Motor Industry, the following provisions shall apply:—

- (i) The journeyman must produce to the new employer copies of leave pay vouchers issued to him by previous employers in the Motor Industry and retained by him in terms of paragraph (c) of this sub-clause.
- (ii) The journeyman's leave shall become due when he has worked with the new employer a number of shifts or a period equivalent to those prescribed in the Schedule to sub-clause (1) to Section A of this clause, less the aggregate of the shifts or period shown on the copy leave pay vouchers handed by him to the new employer.
- (iii) Two weeks before the journeyman is due to take paid leave from the new employer the copy leave pay voucher handed by the journeyman to his new employer must be signed and submitted to the Regional Council concerned and application made for payment of the amount of the voucher.
- (iv) The new employer shall pay to the journeyman when he takes his paid leave the amount of leave pay accrued to him in terms of this clause.
- (v) A journeyman who leaves his employment after his leave has fallen due but before it has been granted must be paid by the employer the amount due to him as leave pay at the time his leave fell due, and must himself claim from the Regional Council concerned the amount of any leave pay vouchers held by him by signing these and submitting them to the Secretary of the Regional Council.

(3) Accrued leave pay held by a Regional Council or by an employer on behalf of an employee who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and accrued leave moneys due to an employee who dies in the course of his employment shall become payable immediately to his estate.

(4) Alle bedrae wat ten opsigte van verlofbesoldiging ontvang is, moet in 'n spesiale rekening wat deur streekraade in stand gehou word, geplaas word.

(5) Opgelope verlofbesoldiging wat namens 'n vakman gehou word, moet—

(a) indien hy die Nywerheid behoudens subklousule (3) van hierdie Afdeling verlaat, aan hom betaal word by verstryking van 52 weke bereken vanaf die datum waarop die verlofbesoldiging begin oloop het;

(b) terwyl hy nog in die Nywerheid in diens is, aan hom betaal word wanneer hy met jaarlikse verlof gaan; of dit kan, na goedvinde van die betrokke streekraad, eerder betaal word.

AFDELING C.—ADDISIONELE VAKANSIEBESOLDIGING

(1) Elke werkgewer moet 'n bedrag aan addisionele vakansiebesoldiging ten opsigte van elke vakman en, elke werkman in sy diens betaal. Die bedrag van die addisionele vakansiebesoldiging betaalbaar ten opsigte van elke vakman is R2 vir elke week diens; met dien verstande dat—

(a) waar 'n vakman loon vir minder as altesaam 23 uur in 'n week ontvang of daarop geregtig is, geen addisionele vakansiebesoldiging, behoudens die bepalings van sub-paragraaf (b) (iv) van die omskrywing van „skofte” aan die begin van hierdie klousule, ten behoeve van sodanige vakman ten opsigte van daardie week betaalbaar is nie; en

(b) waar 'n vakman in enige verloftydkring 30 dae lank weens siekte of 'n ongeluk van die werk afwesig was, sy werkgewer die addisionele vakansiebesoldiging met 40c ten opsigte van elke verdere dag van afwesigheid weens siekte of 'n ongeluk mag verminder.

(2) Die bedrae wat ingevolge subklousule (1) van hierdie Afdeling ten opsigte van vakmanne betaalbaar is, moet maandeliks deur die werkgewer, maar voor of op die 10de dag van die maand wat volg op dié waarop sodanige bedrae betrekking het, aan die sekretaris van die streekraad in wie se regsbevoegdheidsgebied sy bedryfsinrigting geleë is, gestuur word onder dekking van en tesame met besonderhede wat vereis word in die vorm wat vir hierdie doel deur die betrokke streekraad voorgeskryf is.

(3) Die addisionele vakansiebesoldiging wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, moet, behoudens die bepalings van klousule 34 (A) van Hoofstuk I, aan vakmanne betaal word wanneer hulle met hul jaarlikse verlof gaan, en aansoek daarom moet minstens twee weke voordat die bevoordeelde se verlof begin, by die betrokke streeksektaris ingedien word.

(4) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrag van die addisionele vakansiebesoldiging by wyse van skuldvergelyking ten opsigte van geld wat aan die werkgewer verskuldig mag wees, afgetrek word nie.

(5) Die bedrag van die addisionele vakansiebesoldiging wat aan 'n werkman betaalbaar is, is een week se loon teen die tarief waarteen die betrokke werknemer besoldig word wanneer hy op sy verlof geregtig word en hy dit neem, verminder met $\frac{1}{52}$ vir elke week wat die werknemer nie vyf volle skofte gewerk het nie; met dien verstande dat geen bedrag afgetrek mag word nie ten opsigte van weke wat—

(a) die werknemer van sy werk afwesig was met siegteverlof en 'n geneeskundige sertifikaat aan die werkgewer voorgelê het;

(b) die werknemer van sy werk afwesig was op een van die openbare vakansiedae wat in klousule 4 van hierdie Hoofstuk bedoel word.

(6) Die addisionele vakansiebesoldiging verskuldig ten opsigte van 'n werkman, moet aan die werkman betaal word wanneer hy met jaarlikse verlof gaan.

(7) Waar 'n werkman die diens van sy werkgewer verlaat voordat hy vir addisionele vakansiebesoldiging kwalifiseer, moet daar aan sodanige werknemer 'n pro rata-gedeelte van sy addisionele vakansiebesoldiging by diensbeëindiging betaal word.

(8) Die bepalings van subklousules (3), (4) en (5) van Afdeling B van hierdie klousule is *mutatis mutandis* ten opsigte van addisionele vakansiebesoldiging van toepassing.

AFDELING D.—GEBEURLIKHEIDSRERWE

(1) Verlofbesoldiging en addisionele vakansiebesoldiging wat in die besit van streekraade is en wat onopgeëis is ná verstryking van 3 jaar vanaf die datum van ontvangs, moet aan 'n Gebeurlikheidsreserwe (hieronder die „Reserwe” genoem) betaal word, wat tot voordeel van werknemers in die Nywerheid benut moet word soos die Raad mag bepaal; met dien verstande dat—

(a) enige sodanige verlofbesoldiging of addisionele vakansiebesoldiging (of gedeelte daarvan) wat die Raad ag meer te wees as wat nodig is om die Reserwe te finansier, aan die Raad verbeur word;

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

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

(a) if he leaves the Industry, subject to sub-clause (3) of this section, on the expiry of fifty-two weeks calculated from the date on which the leave pay commenced to accrue;

(b) while he is employed in the Industry, when he proceeds on annual leave;

or earlier at the discretion of the Regional Council concerned.

SECTION C.—ADDITIONAL HOLIDAY PAY

(1) Every employer shall pay an amount of Additional Holiday Pay in respect of each journeyman and each Operative in his employ. The amount of Additional Holiday Pay payable in respect of every journeyman shall be R2 for each week of employment; provided that—

(a) where a journeyman receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no Additional Holiday Pay shall, subject to the provisions of sub-paragraph (b) (iv) of the definition of „shifts” at the beginning of this clause, be payable on behalf of such employee in respect of that week; and

(b) where in any leave cycle a journeyman has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by 40 cents in respect of each further day of absence through illness or accident.

(2) The amounts payable in respect of journeymen in terms of sub-clause (1) 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 required in the form prescribed for this purpose by the Regional Council concerned.

(3) Subject to the provisions of Clause 34 (A) of Chapter I the additional holiday pay payable in terms of sub-clause (1) of this section shall be payable to journeymen when they proceed on annual leave, and application for it shall be lodged with the Regional Secretary concerned at least two weeks before the beneficiary's leave is due to begin.

(4) Except as provided elsewhere in this Agreement, no deduction from additional holiday pay shall be made as a set-off against any money which may be owing to the employer.

(5) The amount of the additional holiday pay payable to an operative shall be one week's wages at the rate the employee in question is earning at the time his leave becomes due and is taken, reduced by one fifty-second for each week during which the employee does not work five full shifts, provided that no deduction shall be made in respect of weeks during which—

(a) the employee has been absent on sick leave and has produced a medical certificate to the employer;

(b) the employee has been absent due to the occurrence of one of the public holidays referred to in Clause 4 of this Chapter.

(6) The additional holiday pay due in respect of an operative shall be paid to the operative when he proceeds on annual leave.

(7) Where an operative leaves the service of his employer before qualifying for additional holiday pay, such employee shall be paid a *pro-rata* portion of his additional holiday pay on termination of service.

(8) The provisions of sub-clauses (3), (4) and (5) of Section B of this clause shall apply *mutatis mutandis* in respect of additional holiday pay.

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 may determine; provided that—

(a) any such leave pay or additional holiday pay (or portion thereof) as the Council may regard as being in excess of what is required to finance the Reserve shall be forfeited to the Council;

(b) enige verlofbesoldiging of addisionele vakansiebesoldiging wat aan die Raad verbeur is of ingevolge hierdie subklousule aan die Reserwe betaal is en wat daarna deur die bevoordeelde opgeëis word, na goedvinde van die Raad uitbetaal kan word.

(2) Die Reserwe moet deur die streekraade geadministreer word ooreenkomstig die beginsels wat deur die Raad geformuleer is, en 'n kopie van die memorandum wat sodanige beginsels bevat, asook besonderhede van alle wysigings, moet by die Sekretaris van Arbeid ingedien word.

(3) Ingeval die Raad ontbind word, moet alle geld wat ten tyde van sodanige ontbinding in die krediet van reserwe staan, geag word 'n gedeelte van die Raad se kontantbates te wees en moet dienoreenkomstig daarmee gehandel word.

(4) Behoudens die bepalings van subklousule (3) van hierdie Afdeling, moet die Reserwe, ingeval hierdie Ooreenkoms weens verloop van tyd of weens 'n staking daarvan om enige ander rede verval, mag ooreenkomstig subklousule (2) van hierdie Afdeling geadministreer word; met dien verstande dat indien 'n ander Ooreenkoms vir die Nywerheid nie binne 'n tydperk van 2 jaar na sodanige verstrekking of staking aangegaan is nie, alle geld in die krediet van Reserwe aan die Raad verbeur word.

(5) Die administrasiekoste van die Reserwe en die spesiale rekening in Afdeling B van hierdie Klousule bedoel, word gedra deur streekraade wat na hul goedvinde alle fondse wat voorhande is, in 'n erkende bank en/of bouvereniging kan belê, en alle rente wat uit sodanige belegging oploop, moet deur sodanige streekraade gehou word om die administrasiekoste van die Reserwe en van genoemde spesiale rekening te bestry.

KLOUSULE 6.—VERSKAFFING VAN OORPAKKE

(1) (a) Elke werkgewer moet aan die begin van elke dienssiklus van een jaar drie eerstegraadse oorpakke gratis aan sy vakmanne en vakleerlinge verskaf; met dien verstande dat 'n werkgewer, as hy dit verkies, sodanige werknemers 'n weeklikse toelae van 30 sent kan betaal in plaas daarvan dat hy sodanige kledingstukke verskaf.

(b) Elke werkgewer wat van 'n ander werknemer as 'n vakman of vakleerling vereis om 'n uniform, oorpak, stofjas of voorskoot te dra, moet sodanige kledingstuk gratis verskaf.

(2) Die toelae betaalbaar ingevolge subklousule (1) van hierdie klousule, moet gelyktydig met die werknemer se gewone verdienste betaal word.

(3) Indien 'n werknemer wat geregtig is op die betaling van 'n toelae ingevolge hierdie klousule, vir minder as 3 volle dae of 23 uur, naamlik die kortste tydperk, in 'n bepaalde week werk, is hy nie ten opsigte van daardie week op 'n oorpaktoelae geregtig nie.

(4) Enige kledingstuk wat ingevolge hierdie klousule verskaf word, bly die eiendom van die werkgewer.

KLOUSULE 7.—GEWONE WERKURE

(1) Die gewone werkure van 'n werknemer is hoogstens ses-en-veertig (uitgesonderd etenspouses) in 'n bepaalde week, en nege en 'n kwart (uitgesonderd etenspouses) op 'n bepaalde dag.

(2) Geen werkgewer mag van 'n werknemer vereis of hom/haar toelaat—

(a) om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie; met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(b) om, as dit 'n vrou is—

(i) tussen 6 nm. en 6 vm. te werk nie;

(ii) na 1 nm. op meer as vyf dae in 'n week te werk nie;

(c) om sy/haar gewone weeklikse werkure oor meer as vyf dae in 'n week te werk nie;

met dien verstande dat 'n werkgewer met daardie werkgewers van hom wat gewoonlik vyf dae elke week werk, ooreen kan kom dat die ononderbroke pouse wat in subparagraaf (a) van hierdie subklousule bedoel word, tot minstens dertig minute ingekort word, maar voordat 'n ingekorte pouse in werking gestel word, moet die werkgewer die streeksekreteris van die Raad in sy gebied skriftelik in kennis stel dat sodanige werknemers met die ingekorte pouse ingestem het.

(3) Dit is toelaatbaar vir 'n werkgewer om verskillende begin- en ophoutye op 'n dag ten opsigte van verskillende werkwinkelwerknemers te reël; met dien verstande dat die tydperk tussen sodanige begin- of ophoutye op 'n bepaalde dag nie pouses van altesaam meer as 45 minute in 'n bepaalde bedryfsinrigting te bowe mag gaan nie.

(4) Alle werknemers is geregtig op en moet 'n ruspouse van 10 minute toegestaan word so na as doenlik aan die middel van elke oggend- en namiddagtydperk, en sodanige pouse moet, vir die berekening van besoldiging, geag word deel van die gewone werkure te wees.

(b) any leave pay or additional holiday pay which has been forfeited to the Council or paid to the Reserve in terms of this sub-clause, and which is subsequently claimed by the beneficiary may be paid at the discretion of the Council.

(2) The Reserve shall be administered by Regional Councils in accordance with principles formulated by the Council and a copy of the memorandum containing such principles and particulars of any amendments shall be lodged with the Secretary for 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 this 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 for the Industry is not negotiated 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 Reserve and the special account referred to in Section B of this clause, 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 costs of administration of the Reserve and of the said special account.

CLAUSE 6.—SUPPLY OF OVERALLS

(1) (a) Each employer shall supply to each of his journeymen and apprentices three first-grade overalls at the beginning of each yearly cycle of employment free of charge; provided that instead of supplying such garments an employer may if he wishes pay to such employees a weekly allowance of 30 cents.

(b) Every employer who requires any employee other than a journeyman or an apprentice to wear a uniform, overall, dust-coat or apron, shall provide such garment free of charge.

(2) The allowance payable in terms of sub-clause (1) of this clause 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 23 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.

CLAUSE 7.—ORDINARY HOURS OF WORK

(1) The ordinary hours of work of an employee shall not exceed forty-six, excluding meal breaks, in any one week and nine and one-quarter, excluding meal breaks, on any one day.

(2) No employer shall require or permit any employee—

(a) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour provided that for purposes of this paragraph periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(b) who is a female, to work—

(i) between 6 p.m. and 6 a.m.;

(ii) after 1 p.m. on more than five days in any week;

(c) to work his ordinary weekly hours of work over more than five days in any week;

provided that an employer may agree with those of his employees who normally work on only five days each week, that the uninterrupted interval referred to in sub-paragraph (a) of this sub-clause should be reduced to not less than 30 minutes, but before a reduced interval may be put into operation the employer must inform the Regional Secretary for the Council in his area in writing that such employees have agreed to the reduced interval.

(3) It shall be permissible for an employer to arrange different starting and finishing times on any day in respect of different workshop employees, provided that the period between such starting or finishing times on any one day shall not in the aggregate exceed intervals of more than 45 minutes in any one establishment.

(4) All employees shall be entitled to, and 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 the remuneration, be reckoned as part of the ordinary working hours.

(5) Behoudens die bepalinge van klousules 5 (5) (a) en 32 van Hoofstuk I van hierdie Ooreenkoms, wanneer 'n werkmangraad-werknemer of 'n arbeider vir minder as 46 uur in 'n bepaalde week werk as gevolg van—

- (a) die feit dat die gewone werkure van die bedryfsinrigting minder as 46 is;
- (b) die feit dat die werkgewer nie in staat is om die skofte van sodanige werknemer tot 46 uur te reël nie; en/of
- (c) enige ander rede as die feit dat hy sonder die werkgewer se toestemming van die werk wegby;

word sodanige werknemer se week geag 46 uur te wees.

(6) 'n Werknemer wat deur die polisie vir enige oortreding of vermoedlike oortreding gearresteer of aangehou word, word vir die tydperk wat hy onder arrest is of aldus aangehou word en nie in staat is om sy werk voort te sit nie, vir die toepassing van hierdie klousule geag sonder toestemming van die werk afwesig te gewees het.

KLousULE 8.—BEPALINGS BETREFFENDE OORTYDWERK, BETALING VIR OORTYDWERK EN SONDAG

(1) Vir die toepassing van hierdie klousule beteken „oortyd” alle tyd wat daar, uitgesonderd op 'n Sondag, langer gewerk word as die getal gewone werkure wat in subklousule (1) van klousule 7 voorgeskryf word.

(2) Ondanks die bepalinge van subklousule (1) van klousule 7 kan 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd vir 'n totale tydperk van hoogstens 10 uur in 'n bepaalde week te werk; met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd—

- (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) sodanige werknemer voor die middag daarvan in kennis gestel het; of
 - (ii) sodanige werknemer voorsien het van 'n toereikende ete voordat sy met die oortydwerk moet begin; of
 - (iii) sodanige werknemer 'n minimum toelae van 50 sent betyds betaal het om die werknemer in staat te stel om 'n ete te verkry voordat die oortydwerk moet begin.

(3) Die minimum waarteen werknemers vir oortydwerk besoldig moet word, is soos volg:—

- (a) In die geval van 'n vakman, vir elke vyftien minute, of deel daarvan, wat hy oortyd gewerk het—
 - (i) tussen sy gewone uitskeityd en middernag op enige dag en gedurende een uur voor sy gewone begintyd op enige dag: 35c;
 - (ii) tussen middernag en een uur voor sy gewone begintyd op enige dag: 40c.
- (b) In die geval van 'n ander werknemer as 'n vakman, een en een derde maal sy gewone besoldiging.

(4) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer of—

- (a) aan die werknemer—
 - (i) indien hy aldus vir 'n tydperk van hoogstens 4 uur werk, minstens die gewone besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of
 - (ii) indien hy aldus vir 'n tydperk van meer as 4 uur werk, besoldiging betaal teen 'n skaal van minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, of 'n besoldiging wat minstens dubbel die gewone besoldiging is wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of
- (b) die werknemer 'n besoldiging betaal teen 'n skaal van minstens 1½ maal sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, en hom binne 7 dae vanaf sodanige Sondag 1 dag verlof verleen en hom ten opsigte daarvan minstens sy gewone besoldiging betaal asof hy op sodanige dag verlof sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(5) Die bepalinge van subklousules (1), (2), (3) en (4) van klousule 7 van hierdie Hoofstuk en subklousule (2) van hierdie klousule is nie op 'n manlike werknemer van toepassing nie terwyl hy werk verrig wat, weens 'n onvoorsiene omstandigheid soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of 'n onklaarraking van installasie of masjinerie, sonder versuim gedoen moet word of terwyl hy werk verrig in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie.

(5) Subject to the provisions of clauses 5 (5) (a) and 32 of Chapter I of this Agreement, whenever any operative grade of employee or labourer works for less than 46 hours in any week due to—

- (a) the usual working hours of the establishment being less than 46;
- (b) the employer being unable to regulate the shifts of such employee to 46 hours; and/or
- (c) any reason other than his absents himself without the employer's permission, such employee's week shall be deemed to be 46 hours.

(6) An employee who is arrested or detained by the Police for any offence or suspected offence shall, for the period during which he is under arrest or so detained and unable to continue his employment, be deemed to have absented himself without permission for the purpose of this clause.

CLousULE 8.—PROVISIONS RELATING TO OVERTIME, PAYMENT FOR OVERTIME AND SUNDAYS

(1) For the purpose of this clause “overtime” means all time worked other than on a Sunday, in excess of the number of ordinary hours of work prescribed in sub-clause (1) of clause 7.

(2) Notwithstanding the provisions of sub-clause (1) of clause 7, an employer may require or permit an employee to work overtime for a total period not exceeding ten hours in any one week; provided that no employer shall require or permit a female employee to work overtime—

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than 60 days in any year;
- (d) after completion of her ordinary working hours for more than one hour on any day unless he has—
 - (i) given notice thereof to such employee before midday; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee a minimum allowance of 50 cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) The minimum rates at which employees shall be remunerated for overtime are as follows:—

- (a) In the case of a journeyman, for each 15 minutes' overtime or part thereof worked—
 - (i) between his normal finishing time and midnight on any day and during one hour before his normal starting time on any day: 35c;
 - (ii) between midnight and one hour before his normal starting time on any day: 40c.
- (b) In the case of an employee other than a journeyman, one and one-third times his ordinary rate or remuneration.

(4) Whenever an employee works on a Sunday, his employer shall either—

- (a) pay to the employee—
 - (i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or
 - (ii) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or
- (b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(5) The provisions of sub-clause (1), (2), (3) and (4) of Clause 7 of this Chapter and sub-clause (2) of this clause shall not apply to any male employee while employed on work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay or on any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours.

(6) Die bepalings van subklousules (2) tot (6) van klousule 7 en subklousules (2) en (3) van klousule 8 van hierdie Hoofstuk is nie van toepassing nie op bestuurders en voormanne wat minstens R55 per week in gebiede A en R50 per week in gebiede B en C ontvang; met dien verstande dat alle oortydwerk wat hulle verrig en waarvoor daar nie ingevolge hierdie subklousule betaal word nie, nie meer as tien uur in 'n bepaalde week mag beloop nie.

KLOUSULE 9.—SKOFWERK

Die volgende bepalings geld vir skofwerk in voertuigbakbou-inrigtings:—

- Geen gewone skof mag 9½ uur te bowe gaan nie.
- Minstens 8 uur moet tussen die agtereenvolgende skofte van enige werknemer verloop.
- Waar 'n werknemer tussen die ure 6 nm. en 6 vm. op diens is, moet sy werkgever hom teen sy gewone besoldigingskaal, plus 10 persent daarvan, betaal.
- Tyd wat 'n werknemer na die voltooiing van sy gewone skof gewerk het, word geag oortyd te wees waarvoor daar ooreenkomstig die voorskrifte van klousule 8 betaal moet word.
- Daar mag geen skofte tussen die ure 6 vm. op Saterdag en 6 vm. op Maandag gewerk word nie.

KLOUSULE 10.—LONE

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

OPMERKING.—In die geval van maandeliks besoldigde werknemers, is die minimum loon vier en een derde maal die weekloon.

Klas werknemer	Streek waarin bedryfsinrigting geleë is	Minimum loon
		R
Scoonmaakster	Alle streke	6.90 per week
Vakman	Alle streke	40.00 per week
Werkman graad VL—		
Eerste 6 maande ondervinding	Alle streke	9.20 per week
Daarna	Alle streke	10.12 per week
Arbeider—		
Gedurende eerste 6 maande ondervinding	BR, EP, NL, OFS, TVL }	7.82 per week
	NC	7.36 per week
	WP	8.28 per week
Daarna	Alle streke	8.74 per week

DEEL II

KLOUSULE 1.—TOEPASSINGSBESTEK

Benewens die bepalings van Deel I van hierdie Hoofstuk, is die bepalings van hierdie Deel II, behoudens klousule 2 hiervan, van toepassing op voertuigbakbouinrigtings wat vir dié doel by die Raad geregistreer is.

KLOUSULE 2.—REGISTRASIE VAN BEDRYFSINRIGTINGS

(1) Enige werkgever wat van herhalende produksiemetodes in voertuigbou gebruik maak, moet, indien hy verlang om enigeen van of alle grade werkmense wat in klousule 3 van hierdie Deel omskryf is, in diens te neem, by die streekraad vir sy streek aansoek om registrasie doen in dié vorm wat die Raad mag voorskryf.

(2) Die Raad moet, nadat hy sodanige aansoek oorweeg het, na sy goedvinde die betrokke bedryfsinrigting op dié voorwaardes en vir dié tydperke registreer wat hy mag vasstel, en 'n sertifikaat met dié strekking uitreik wat, onder andere, die grade werkmense wat deur dié bedryfsinrigting in diens geneem mag word, spesifiseer.

(3) Die Raad mag om 'n afdoende rede te eniger tyd die voorwaardes van 'n sertifikaat wat kragtens subklousule (2) uitgereik is, intrek of verander en die werkgever moet, wanneer hy aldus skriftelik aangesê word, die sertifikaat regstreeks aan die Raad of deur tussenkoms van die streekraad terugstuur indien hy dit verlang, en wel binne 10 dae ná ontvangs van sodanige skriftelike kennisgewing.

(6) The provisions of sub-clauses (2) to (6) of Clause 7 and sub-clauses (2) and (3) of Clause 8 of this Chapter shall not apply to managers and foremen who receive not less than R55 per week in Areas A and R50 per week in Areas B and C; provided that any overtime worked but not paid in terms of this sub-clause shall not exceed ten hours in any one week.

CLAUSE 9.—SHIFT WORK

The following provisions shall apply to shift work in vehicle body building establishments:—

- No normal shift shall exceed 9½ hours.
- Not less than eight hours shall elapse between successive shifts of any employee.
- Where an employee is employed between the hours of 6 p.m. and 6 a.m., his employer shall pay him at his ordinary rate of remuneration, plus 10 cent thereof.
- Time worked by an employee after the completion of his normal shift, shall be regarded as overtime and be paid for in accordance with the rates prescribed in Clause 8.
- No shifts shall be worked between the hours 6 a.m. on Saturday and 6 a.m. on Monday.

CLAUSE 10.—WAGES

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

NOTE.—In the case of monthly-paid employees the minimum wage shall be four and one-third times the weekly wage.

Classes of Employees	Region in which Establishment situated	Minimum Wages
		R
Char	All Regions	6.90 per week
Journeyman	All Regions	40.00 per week
Operative Grade VL—		
First 6 months of experience	All Regions	9.20 per week
Thereafter	All Regions	10.12 per week
Labourer—		
During first 6 months of experience	BR, EP, NL, OFS, TVL }	7.82 per week
	NC	7.36 per week
	WP	8.28 per week
Thereafter	All Regions	8.74 per week

PART II

CLAUSE 1.—SCOPE OF APPLICATION

In addition to the provisions of Part I of this Chapter the provisions of this Part II shall, subject to Clause 2 hereof, apply to vehicle body building establishments registered for the purpose by the Council.

CLAUSE 2.—REGISTRATION OF ESTABLISHMENT

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

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

(3) The Council may for any good reason at any time withdraw or vary the terms of a certificate issued under sub-clause (2) and the employer shall, when so required, in writing, return the certificate to the Council direct or through the Regional Council, if he so wishes within ten days after receipt of such written notification.

(4) Geen werkgewer mag, tensy aldus geregistreer en wettiglik in besit van genoemde sertifikaat, enigeen van die grade werkmante wat in hierdie Deel omskryf is, in diens neem nie en hy mag ook nie enige ander grade werkmante in diens neem as dié wat in daardie sertifikaat gespesifiseer is nie.

KLOUSULE 3.—WOORDOMSKEYWING

In hierdie Deel, tensy die samehang anders aandui, beteken—

- (1) „voorbereide voertuigbakke” met betrekking tot ’n werkmante graad DV, bakke, kappe, sleepwaens of die bobouwerk van voertuie waaraan vulwerk en/of opstopwerk en/of opvryfwerk gedoen word ter voorbereiding van die aanwending van bolae;
- (2) „werkmante graad AV” ’n werknemer wat hoofsaaklik of uitsluitlik metaal en/of ander materiale aanwend en/of afvee en wat ruite deur middel van selfseëlseksies monteër;
- (3) „werkmante graad BV” ’n werknemer wat uitsluitlik op ’n herhalende grondslag sweiswerk of sweissoldeerwerk aan plate, stroke en stukke wat uit yster en/of ysterlegering en nie-ysterhoudende en/of nie-ysterlegerings bestaan, verrig volgens ’n setmaat en/of aan dele wat só gevorm en/of só geplaas is dat die nodigheid vir ’n setmaat uitgeskakel word, en waar die ampèretal en/of vlam en sweisstawe wat gebruik word, konstant bly, en wat die vlam aan die brand kan steek en met ’n profielsnymasjien snywerk kan doen;
- (4) „werkmante graad CV” ’n werknemer wat hoofsaaklik of uitsluitlik onder toesig van ’n vakman of vakleerling met hoogstens 4 jaar diens, die volgende werk verrig—
 monteërwerk deur, waar nodig, gate in die betrokke materiaal te boor, onderdele aanmekeer vas te bout en/of met klinknaels vas te sit en/of vas te skroef en/of dele deur middel van hegswaiswerk aanmekeer te voeg; lampe in posisie plaas, met inbegrip van die verlenging of kortermaak van die elektriese snoer soos nodig, vanaf ’n tydelike posisie of ’n posisie wat deur die montering van ’n bak ongeskik gemaak word; instrumentpanele waaronder elektriese verbindings, skakelborde, stuwingsstanks en -pype, hitte- en oliemeters en tydelike drywersitplekke van kajuitlose handelsvoertuigonderstelle wat ontvang word om bakke daarop te sit, vir veilige bewaring verwyder, en alle elektriese bedrading aan sodanige onderstelle vanaf die aansittermotors, generators, reëlaars en hulpkringe ontkoppel; kables aan nuwe motoronderstelle, aan nuwe sleepwaonderstelle of aan nuwe sleepwa-karavane en deur middel van knippe of boue installeer en vassit; kables aan ligpunte of -toebehore wat reeds in posisie geplaas is, verbind; sitplek- en sitplekruigleuningootreksels met die hand of met ’n masjien vasnaai of vasheg; ribbe en kussings met die hand opstop en afsluit; hout volgens voorafgestelde lengtes of diktes masjineer; houtonderdele op houtwerkmasiene volgens setmate of stuiters masjineer; materiale volgens vooraf gestelde afmetings sny; alle materiale vanaf leipatrone met die hand of ’n vooraf gestelde masjien en wel onder toesig van ’n vakman of vakleerling afmerk en sny, buig, fatsoeneer en/of afdig, met inbegrip van, waar nodig, die vassit van spesialedoelklampe aan die betrokke masjiene; met betrekking tot die meng van veselglasoplossings en/of harse, die vasstel, van formulekaarte of wat vir dié doel verskaf word, van die hoeveelheid materiaalbestanddele wat nodig is, asook die meet van hierdie materiale deur middel van houers met graadverdeling, en ook mengwerk;
- (5) „werkmante graad DV” ’n werknemer wat hoofsaaklik of uitsluitlik die volgende werk doen—
 enige onderlaag of verf met behulp van ’n kwas en/of sproeispuut aan die binne- of buitekant van motorvoertuie aanbring, uitgesonderd die finale lae aan die buitekant van voorbereide voertuigbakke, en uitgesonderd kleurpassing, maar met inbegrip van die meng van verf ooreenkomstig voorgeskrewe formules; en die meng en/of toets van chemikalieë volgens ’n voorafbepaalde formule vir die voorbehandeling van metale in chemiese badde;
- (6) „herhalende werk” werk verrig deur ’n werknemer wat gedurig met een of meer herhalende prosesse besig is.

KLOUSULE 4.—GETALVERHOUDING

- (1) Minstens een vakman moet deur ’n werkgewer in diens geneem word in elke afdeling van die werksaamhede in sy bedryfsinrigting ten opsigte waarvan enige werkmangrade in diens is.
- (2) ’n Werkgewer mag hoogstens 15 werkmante vir elke vakman in sy diens hê.

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

CLAUSE 3.—DEFINITIONS

In this Part, unless the context otherwise indicates—

- (1) “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.
- (2) “Operative Grade AV” means an employee mainly or exclusively engaged in applying and/or wiping metal and/or other materials; fitting glass by means of self-sealing sections.
- (3) “Operative Grade BV” means an employee engaged exclusively on a repetitive basis in welding or brazing ferrous and/or ferrous alloy and non-ferrous and/or non-ferrous alloy plates, sheets and section of jigs and/or parts so formed and/or located as to obviate the need for a jig, provided that amperage and/or jet and filler rods used remain constant and who may light the torch, and/or cut with a profile cutting machine.
- (4) “Operative Grade CV” means an employee mainly or exclusively engaged under the supervision of a journeyman or apprentice with not more than 4 years to serve, in—
 assembling by drilling of relevant materials where necessary, by bolting and/or rivetting and/or screwing and/or tack-welding parts together; positioning of lamps including lengthening or shortening flex as necessary from a temporary position or a position rendered unsuitable through the fitting of a body; from cabless commercial vehicle chassis received for bodying, removing for safe keeping instrument-panels including electrical connections, switch-boards, surge tanks and pipes, heat and oil gauges and temporary driver seats, and disconnecting all electrical wiring on such chassis from starter motors, generators, regulators and auxiliary circuits; installing and fastening cables to new motor chassis, to new trailer chassis or to new trailer caravans by means of clips or bolts; connecting cables to light points or fittings already in position; sewing or tacking seat and squab covers by hand or machine; padding and closing flutes and bolsters by hand; machining timber to pre-set lengths or thicknesses; machining timber components on wood-working machines to jigs or stops; cutting materials to pre-set dimensions; marking off and cutting, bending, forming and/or blanking all materials from patterns or templates by hand or pre-set machine under the supervision of a journeyman or apprentice including, where necessary, the fastening of special purpose clamps on machines concerned; in relation to the mixing of fibreglass solutions and/or resins, determining from formula charts provided for the purpose, the quantities, constituent materials required, measuring these materials by means of graduated vessels and mixing.
- (5) “Operative Grade DV” means an employee mainly or exclusively engaged in—
 applying by brush and/or spray gun any primer or paint to the interior or exterior of motor vehicles other than the final exterior coats to coach finished bodies, excluding colour matching but including paint mixing in accordance with prescribed formulae; and mixing and/or testing of chemicals to a pre-determined formula for pre-treatment of metals in chemical baths.
- (6) “Repetition work” means work performed by an employee constantly engaged on one or more repetitive processes.

CLAUSE 4.—RATIO

- (1) 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.
- (2) An employer shall employ not more than 15 operatives for each journeyman in his employ.

KLOUSULE 5.—LONE

Die minimum loon wat 'n werkgever aan elke werknemer in ondergenoemde klasse moet betaal, is dié soos hieronder uiteengesit, en geen werknemer mag 'n laer loon as dié wat vir sy klas gespesifiseer is, aanneem nie:—

(OPMERKING.—In die geval van maandeliks besoldigde werknemers, is die minimum loon vier en een derde maal die weekloon.)

Klas werknemer	Minimum loon per week
	R
Werkman graad VL— Gedurende eerste 6 maande ondervinding	9.20 per week (20c per uur)
Daarna	10.12 per week (22c per uur)
Werkman graad AV— Gedurende eerste 6 maande ondervinding	12.88 per week (28c per uur)
Daarna	15.18 per week (33c per uur)
Werkman graad BV— Gedurende eerste 6 maande ondervinding	17.48 per week (38c per uur)
Daarna	23.00 per week (50c per uur)
Werkman graad CV— Gedurende eerste 6 maande ondervinding	13.80 per week (30c per uur)
Daarna	17.02 per week (37c per uur)
Werkman graad DV— Gedurende eerste 6 maande ondervinding	17.48 per week (38c per uur)
Daarna	18.40 per week (40c per uur)

HOOFSTUK III

VERVAARDIGINGSINRICHTINGS

KLOUSULE 1.—TOEPASSINGSBESTEK

(1) (a) Die bepalings van hierdie Hoofstuk en die klousules van Hoofstuk I wat in onderstaande lys genoem word, is, behoudens andersluidende bepalings in hierdie Hoofstuk, van toepassing op vervaardigingsinrigtings wat as sodanig by die Raad geregistreer is:—

Lys

- Klousule 3—Woordomsyrywing (behoudens die bepalings van klousule 3 van hierdie Hoofstuk).
- Klousule 4—Vrystellings.
- Klousule 6—Administrasie van Ooreenkoms.
- Klousule 8—Registrasie van werkgewers.
- Klousule 9—Vertoning van Ooreenkoms en opklap van kennisgewings.
- Klousule 10—Tyd- en loonregister.
- Klousule 11—Opgawes aan die Raad.
- Klousule 16—Veronderstellings.
- Klousule 20—Verandering van diensvoorwaardes.
- Klousule 23—Buitewerk.
- Klousule 27—Bestuur van motorvoertuie.
- Klousule 28 (1) (b)—Getelsverhouding—Jeugdiges werkers.
- Klousule 34—Ontwikkelingsfonds van die Motornywerheid.
- Klousule 34 (A)—MICWU-ontwikkelingsfonds.
- Klousule 37—Dienssertifikaat.
- Klousule 39—Indiensneming van persone jonger as 15 jaar.
- Klousule 41—Los werkers.
- Klousule 42—Siekteverlof.
- Klousule 43—Verbod op sessie van voordele.

(b) Die bepalings van klousules 2 (Toepassingsbestek), 7 (Agente) en 40 (Verteenwoordigers van Werknemers in die Raad) van Hoofstuk I van hierdie Ooreenkoms is van toepassing op vervaardigingsinrigtings wat as sodanig by die Raad geregistreer is.

(2) (a) Die bepalings van daardie klousules van Hoofstuk I wat nie in subklousule (1) gespesifiseer word nie, asook die bepalings van Hoofstuk I betreffende B/A-vakmanne, is nie van toepassing nie op vervaardigingsinrigtings wat ingevolge die bepalings van klousule 2 geregistreer is.

CLAUSE 5.—WAGES

The minimum wage which an employer shall pay to each employee of the undermentioned classes 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.)

Classes of Employees	Minimum wages per week
	R
Operative Grade VL— During first six months of experience	9.20 per week (20c per hour)
Thereafter	10.12 per week (22c per hour)
Operative Grade AV— During first six months of experience	12.88 per week (28c per hour)
Thereafter	15.18 per week (33c per hour)
Operative Grade BV— During first 6 months of experience	17.48 per week (38c per hour)
Thereafter	23.00 per week (50c per hour)
Operative Grade CV— During first 6 months of experience	13.80 per week (30c per hour)
Thereafter	17.02 per week (37c per hour)
Operative Grade DV— During first 6 months of experience	17.48 per week (38c per hour)
Thereafter	18.40 per week (40c per hour)

CHAPTER III

MANUFACTURING ESTABLISHMENTS

CLAUSE 1.—SCOPE OF APPLICATION

(1) (a) The provisions of this Chapter, and the clauses of Chapter I which are listed in the Schedule to this sub-clause shall, save where otherwise provided in this Chapter, apply to manufacturing establishments registered as such by the Council:—

Schedule

- Clause 3—Definitions (subject to the provisions of Clause 3 of this Chapter).
- Clause 4—Exemptions.
- Clause 6—Administration of Agreement.
- Clause 8—Registration of Employers.
- Clause 9—Exhibition of Agreement and posting of Notices.
- Clause 10—Time and Wages Register.
- Clause 11—Returns to the Council.
- Clause 16—Presumptions.
- Clause 20—Change in Conditions of Employment.
- Clause 23—Out-work.
- Clause 27—Driving of Motor Vehicles.
- Clause 28 (1) (b)—Ratio—Juvenile Labourers.
- Clause 34—Motor Industry Development Fund.
- Clause 34 (A)—MICWU Development Fund.
- Clause 37—Certificate of Service.
- Clause 39—Employment of Persons under the age of 15 years.
- Clause 41—Casual Labourers.
- Clause 42—Sick Leave.
- Clause 43—Prohibition of Cession of Benefits.

(b) The provisions of Clauses 2 (Scope of Application), 7 (Agents), and 40 (Employees' Representatives on the Council) of Chapter I of this Agreement shall apply to manufacturing establishments registered as such by the Council.

(2) (a) The provisions of those clauses of Chapter I which are not specified in sub-clause (1), and the provisions of Chapter I relating to B/A Journeymen, shall not apply to manufacturing establishments registered under the provisions of Clause 2.

(b) Die bepalings van Hoofstuk I van hierdie Ooreenkoms is nie, ondanks andersluidende bepalings elders in die Ooreenkoms, op kantoor-, pakhuis-, verkoops- en klerklike werknemers wat in diens is in 'n vervaardigingsinrigting wat ingevolge die bepalings van klousule 2 geregistreer is, van toepassing nie.

KLousULE 2.—REGISTRASIE VAN BEDRYFSINRIGTINGS

(1) Aansoek om registrasie as 'n vervaardigingsinrigting vir die toepassing van hierdie Hoofstuk moet by die Raad of die streeksraad wat regsbevoegdheid het, deur die werkgever gedoen word in die vorm wat voorgeskryf word, en die Raad kan die betrokke bedryfsinrigting na goedvinde registreer vir dié tydperk en op dié voorwaardes wat hy mag bepaal, en die Raad moet die werkgever van 'n sertifikaat met dié strekking voorsien.

(2) Die Raad kan te eniger tyd die bepalings van 'n sertifikaat wat kragtens subklousule (1) uitgereik is, intrek of wysig, en die werkgever moet, wanneer dit skriftelik van hom vereis word, die sertifikaat aan die Raad terugstuur binne 10 dae na ontvangs van sodanige skriftelike kennisgewing.

(3) 'n Werkgever wie se vervaardigingsinrigting nie ingevolge subklousule (1) geregistreer is nie, is ten opsigte van sodanige bedryfsinrigting onderworpe aan al die bepalings van Hoofstuk I van hierdie Ooreenkoms.

KLousULE 3.—WOORDOMSKRYWING

(1) Ondergenoemde uitdrukkings het, vir die toepassing van hierdie Hoofstuk, die betekenis wat in klousule 3 van Hoofstuk I van hierdie Ooreenkoms aan hulle geheg word:—

„Wet”; „Vakleerling”; „Gebied A (BR)”; „Gebied B (BR)”; „Gebied A (EP)”; „Gebied B (EP)”; „Gebied A (NC)”; „Gebied B (NC)”; „Gebied C (NC)”; „Gebied A (NL)”; „Gebied B (NL)”; „Gebied C (NL)”; „Gebied A (OFS)”; „Gebied B (OFS)”; „Gebied C (OFS)”; „Gebied A (TVL)”; „Gebied B (TVL)”; „Gebied C (TVL)”; „Gebied A (WP)”; „Gebied B (WP)”; „Gebied C (WP)”; „Skoonmaakster”; „Raad”; „Verdienste”; „Bedryfsinrigting”; „Vakman”; „Vakmanswerk”; „Motornywerheid” of „Nywerheid”; „Kantoor, voorraad-, verkoops- en klerklike werknemers”; „Stukwerk”; „Streek BR”; „Streek EP”; „Streek NC”; „Streek NL”; „Streek OFS”; „Streek TVL”; „Streek WP”; „Streekraad”; „Skof”; „Korttyd”; „Loon”; „Wag”; „Week”.

(2) Tensy die sinsverband in hierdie Hoofstuk anders aandui, beteken—

(i) „uitsnyer” 'n werknemer wat hoofsaaklik of uitsluitlik onder toesig van 'n snyer bekledings- en stoffeermateriaal reglê, identifikasiemerke en patrone op sodanige materiale afteken, die buitelyne van artikels vanaf patrone met kryt afmerk en met die hand of masjien een of meer lae materiaal sny volgens die buitelyne wat aldus met kryt af- of ingemerk is;

(ii) „snyer” 'n werknemer wat hoofsaaklik of uitsluitlik patrone of leipatrone maak;

(iii) „ondervinding” die totale tydperk of tydperke diens wat 'n werknemer of by sy huidige of enige ander werkgever gehad het in die besondere werk waarvoor hy in diens is;

(iv) „vroulike arbeider” 'n vroulike werknemer wat hoofsaaklik of uitsluitlik een of meer van onderstaande werksaamhede verrig:—

Klaargemaakte artikels nagaan, skoonmaak, opvou en verpak en kaste merk; ogies insit en knope aanwerk waar dit nodig is; kenstrokie merk en dit aan onderdele van sitplekoortreksels vaswerk; koord deurryg; bedieners van perse help;

(v) „uurloon” 'n werknemer se weekloon gedeel deur 46;

(vi) „arbeider” 'n werknemer wat hoofsaaklik of uitsluitlik ondergenoemde werksaamhede verrig:—

Skriftelike bestellings aanneem in ruil vir goedere wat buite die werkgever se perseel afgelewer is; gedrukte of geadresseerde etikette aan bottels, kaste, bale of ander pakkies of pakke heg; goedere bymekaarmaak, verpak en weeg ooreenkomstig instruksies en/of verpakkingstrookies; op afleweringswaens help; stoomketels bedien; vir die parkering van motorvoertuie sorg; goedere dra; identifikasiemerke aan goedere nagaan en/of opteken; met die hand, borsel en masjien skoonmaak, met suur skoonbyt of ghries verwyder; bale, kaste of ander pakke oop- of toemaak; kontant invorder; onderdele volgens werkgever se rekwisisie bymekaarmaak; goedere, briewe of boodskappe te voet, per trapfiets, driewiel of handvoertuig vervoer; rantsoene kook; resultate tel en opteken;

(b) Notwithstanding anything to the contrary elsewhere contained in this Agreement the provisions of this Chapter and of Chapter I of this Agreement shall not apply to office, stores, sales and clerical employees employed at any manufacturing establishment registered under the provisions of Clause 2.

CLause 2.—REGISTRATION OF ESTABLISHMENTS

(1) Application for registration as manufacturing establishment for purposes of this Chapter shall be made by the employer to the Council or the Regional Council having jurisdiction in such form as may be prescribed and the Council may, in its discretion, register the establishment concerned for such period and subject to such terms and conditions as it may determine and shall issue the employer with a certificate to that effect.

(2) The Council may at any time withdraw or vary the terms of a certificate issued under sub-clause (1) and the employer shall, when so required, in writing, return the certificate to the Council within ten days after receipt of such written notification.

(3) An employer whose manufacturing establishment is not registered under sub-clause (1) shall in respect of such establishment be subject to all the provisions of Chapter I of this Agreement.

CLause 3.—DEFINITIONS

(1) The undermentioned expressions shall for the purpose of this Chapter have the meanings assigned to them in Clause 3 of Chapter I of this Agreement:—

„Act”; „Apprentice”; „Area A (BR)”; „Area B (BR)”; „Area A (EP)”; „Area B (EP)”; „Area A (NC)”; „Area B (NC)”; „Area C (NC)”; „Area A (NL)”; „Area B (NL)”; „Area C (NL)”; „Area A (OFS)”; „Area B (OFS)”; „Area C (OFS)”; „Area A (TVL)”; „Area B (TVL)”; „Area C (TVL)”; „Area A (WP)”; „Area B (WP)”; „Area C (WP)”; „Char”; „Council”; „Earnings”; „Establishment”; „Journeyman”; „Journeyman's Work”; „Motor Industry” or „Industry”; „Office, Stores, Sales and Clerical Employees”; „Piece-Work”; „Region BR”; „Region EP”; „Region NC”; „Region NL”; „Region OFS”; „Region TVL”; „Region WP”; „Regional Council”; „Shift”; „Short-time”; „Wage”; „Watchman”; „Week”.

(2) In this Chapter, unless the context otherwise indicates—

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

(ii) „cutter” means an employee mainly or exclusively engaged in making patterns or templates.

(iii) „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.

(iv) „female labourer” means a female employee who is mainly or exclusively engaged in one or more of the following duties:—

Checking, cleaning, folding and packing finished articles and marking boxes; Inserting eyelets and affixing buttons where necessary; Marking and attaching tags to seat coverparts; Threading cords; Assisting press operators;

(v) „hourly wage” means an employee's weekly wage divided by 46.

(vi) „labourer” means an employee mainly or exclusively engaged in any of the following duties:—

Accepting written orders in return for goods delivered outside the employer's premises; affixing printed or ready addressed labels on to bottles, boxes, bales or other packages; assembling, packing, weighing goods in accordance with instructions and/or packing slips; assisting on delivery vans; attending to boilers; attending to parking of motor vehicles; carrying goods; checking and/or recording identification marks on goods; cleaning by hand, brush, machine, pickling or degreasing; closing or opening bales, boxes or other packages; collecting cash; collecting spares on employer's requisition; conveying on foot, by bicycle, tricycle or hand-propelled vehicle goods, letters or messages; cooking of rations; counting and recording the result;

grond vir fondamente, riole en slote uitgraaf en/of verwyder;
voertuie afstof;
houers leegmaak;
gedrukte standaardvorme volgens alfabetiese, numerieke, datum-, kleur- of kommoditeitsorde liasseer en sorteer;
bottels of ander houers vir voorraad vul;
oonde en vure stook en laai en afval uit oonde verwyder;
registrasieplate, batterye, ghriesnippels, buite- en binnebande, vellings en wiele aan voertuie sit of daarvan verwyder;
pos franker;
tuinmaak;
masjinerie, met inbegrip van draaibanke en bogronde dryfasse, olie en smeer terwyl dit stilstaan, bandsmeersel aansit;
geld hanteer;
onderdele, materiaal en/of gereedskap vashou en onderdele en materiaal in posisie plaas onder toesig van 'n werknemer in 'n hoër loongroep;
onderdele en gereedskap aan werkwinkel uitreik en/of dit daarvan ontvang en 'n register van sulke gereedskap op datum hou;
materiaal wat voorheen deur 'n pakhuisman aangeteken is, uitreik;
geboue afwit;
voertuie laai en aflaai;
kratte maak;
tee of dergelike drankte maak en opdis;
pakkies en/of onderdele met kwas of sproeispuut merk en/of sjabloneer;
toeplak;
materiaal, met inbegrip van beton en dagha, met die hand of masjien meng, maar uitgesonderd kleurvermenging en die meng van veselglasbestanddele;
goedere verskuif en/of opstapel en/of uitpak;
motorvoertuie of onderdele daarvan olie en smeer;
goederchysers en briefkopieer- of dupliseermasjiene bedien;
motorvoertuie poleer;
identifikasie-merke aan goedere, registrasienommers van voertuie opteken en/of nagaan;
lekke heelmaak;
skaafsels in gietblokke smelt;
goedere sorteer en die resultate opteken;
materiaal roer;
klapperhaar en perdehaar pluus;
weeg en die resultate opteken;
goedere toedraai;
adresse skryf wat van fakture of verpakkingstrokie afgeskryf is;

(vii) „masjiensteller, gekwalifiseer,” 'n werknemer wat masjiengereedskap en perse stel en/of verstel en wat meer as 3 jaar ondervinding het;

(viii) „masjiensteller, ongekwalifiseer,” 'n masjiensteller met minder as 3 jaar ondervinding;

(ix) „afmerk” die afmerk van patrone op materiaal;

(x) „werkman graad 1” 'n werknemer wat hoofsaaklik of uitsluitlik enigeen van die volgende werksaamhede verrig:—

Uitgloe- en temperwerk waar beheerde oonde en tenks gebruik word;
senterboute en klemme aan vere monteer en vasleg;
monteerwerk verrig waar geen hegwerk vereis word nie;
ankers en veldspoele in oond bak;
drade afstroop;
buig- en/of fatsoenerwerk met die hand verrig in spesiale setmate of vormers;
remskoene en koppelaarplate bonderiseer;
onderdele met kan-kanniemate en/of toetstoestelle en/of propmate nagaan;
materiaal met die hand of 'n masjien sny en/of pons volgens stoppe, setmate, patrone, leipatrone, merke of lengtes;
in vernis, emalje of verf doop;
gate boor of boorwerk met spesiale boorsetmate verrig, uitgesonderd stel- of merkwark;
met die hand of kraggereedskap afwerk of skuur; met dien verstande dat in alle gevalle van presiesiewerk, die betrokke masjiene vooraf deur 'n vakman of vakleerling of masjiensteller gestel moet word;
asbespluismasjien voer;
outomatiese masjien voer en/of laai en/of aansit en/of aflaai en/of bedien;
sitplekkoortreksels in die vervaardiging van sitplekke aanbring;
goiingstroke aan veersitpleksamestelsel aanbring;
metaal vyl, uitgesonderd presiesiewerk;
hefboom- en/of trap- en/of hand- en/of kragperswerk en/of keepwerk verrig waar dit gedoen word met vooraf gestelde setmate of stempels, maar nie setmate of stempels stel nie;

digging and/or removing soil for foundations, drains and trenches;
dusting vehicles;
emptying containers;
filing and sorting of standard printed forms into alphabetical, numerical, date, colour or commodity order;
filling bottles or other containers for stock;
firing and loading ovens and furnaces and removing refuse from furnaces;
fitting and/or replacing, registration plates, batteries, grease nipples, tyres, tubes, rims and wheels to or from vehicles;
franking mail matter;
gardening;
greasing and oiling machinery including lathes and overhead shafting whilst stationary; applying belt dressing;
handling money;
holding parts, materials and/or tools and placing parts and materials into position under the supervision of an employee in a higher wage group;
issuing and/or receiving components and tools to and from workshop and maintaining a record of such tools;
issuing materials previously recorded by a storekeeper;
limewashing of buildings;
loading and unloading vehicles;
making crates;
making and serving tea or similar beverages;
making and/or stencilling by brush or spraygun packages and/or parts;
masking;
mixing materials including concrete and mortar by hand or machine, but excluding colour blending and the mixing of fibre glass constituents;
moving and/or stacking and/or unpacking goods;
oiling and greasing of motor vehicles or parts thereof;
operating goods lifts and letter copying or duplicating machines;
polishing motor vehicles;
recording and/or checking identification marks on goods, registration numbers of vehicles;
repairing punctures;
smelting of shavings into ingot form;
sorting goods and recording the result;
stirring materials;
teasing coir and horsehair;
weighing and recording the result;
wrapping goods;
writing addresses copied from invoices or packing slips;

(vii) “machine-setter, qualified” means an employee who adjusts and/or sets machine tools and presses and who has had more than three years' experience.

(viii) “machine-setter, unqualified”, means a machine-setter who has had less than three years' experience;

(ix) “marking off” means the operation of marking any material from a templet or pattern;

(x) “Operative Grade 1” means an employee who is mainly or exclusively engaged in any of the following duties:—

Annealing and tempering where controlled ovens and tanks are used;
assembling and fitting centre bolts and clips to springs;
assembling where no fitting is required;
baking armatures and field coils in oven;
baring wires;
bending and/or forming by hand operation in special purpose jigs or formers;
bonderising brake shoes and clutch plates;
checking parts with go-no-go gauges, and/or testing devices and/or plug gauges;
cutting and/or punching of materials by hand or machine to stops or to jigs or to patterns or to templets or to markings or to lengths;
dipping in varnish, enamels or paint;
drilling holes or drilling with special purpose drilling jigs, excluding setting or marking;
dressing, grinding by hand or power tool, provided that in all cases of precision dressing the machines concerned shall be pre-set by a journeyman or apprentice or machine-setter;
feeding of asbestos teasing machine;
feeding and/or loading and/or starting and/or unloading and/or operating of automatic machines;
fitting of seatcovers in manufacture of seats;
fitting of hessian strips to spring seat assemblies;
filing of metals, other than precision work;
fly and/or treadle and/or manual and/or power pressing and/or notching where the work is done with pre-set jigs or dies, excluding the setting of jigs or dies;

isolasiemateriaal vorm en dit aan ankers en veldspoele aanbring;
 gietvorms vir batteryverbinders verhit en swart maak;
 lood verhit;
 ooginspeksies uitvoer;
 afmerkwerk volgens patrone of leipatrone met die hand verrig;
 spesiale splitmasjiene bedien;
 senterlose slypers bedien;
 onderdele onder die toesig van 'n werkman-opsigter in stalle verpak;
 voorbereiding vir poleerwerk;
 asbesdeeg (warm of koud) pers;
 voorbehandeling van materiaal deur middel van chemiese prosesse;
 gebonderiseerde remskoene en koppelaarplate proeftoets;
 ruwe skuurwerk verrig waar die masjiene of werk met die hand vasgehou word;
 skroefsnijwerk met die hand deur middel van stempelkoppe en/of tappe en/of skroefsnijmasjiene verrig;
 metaalstroke reguit maak en/of plat maak;
 metaal, met inbegrip van klinknaels, slaan of klink, klinknaels verhit, met klinknaels aanmekaar sit;
 binnekronkelvere en/of veermatte deursnoer of deurryg;
 dele of onderdele met die hand of met masjiene stroop wat gewoonlik deur hierdie klas werkman gebruik word;
 gedemonteerde vere stroop; verf, kleefstowwe of erkende bitumastiek- en brandwerende of roeswerende stowwe (deklae) aanbring aan dele of onderdele met 'n sproeispuut of kwas, maar nie metaalspuutwerk verrig nie;
 spoele met band toedraai;
 brandstoftanks en verkoelereenhede toets en koelvinne aan buise ryg;
 skroefdraad in boue sny;
 oë aan hoofveerblaie volgens setmate uitdraai;
 artikels vir elektroplatering bedraad;

(xi) „werkman graad 2” 'n werknemer wat hoofsaaklik of uitsluitlik die volgende verrig:—

Soldeer, vertin, aansweet, deurloopdraadsweisswerk, punt-en/of heg-en/of stuikswaaiswerk, met inbegrip van die verwydering en vervanging van sweispunte en die skoonmaak van sweispunte met skuurmateriaal of handvyle;
 sweispunte skerpmaak maar nie herfatsoeneer nie;
 sweispunte in posisie plaas;
 metaalspinwerk met fatsoeneerders;
 masjiene wat bedoel is of permanent aangepas is vir werk met 'n enkele gereedskapstuk en waar handbediening beperk is tot laai-, aansit-, stopsit- en aflaaierwerk, bedien maar nie stel nie;
 spoele in ankerpleuwe plaas of wikkel en gleuwe met wie sluit;
 kommutators ondersny;
 spoele fatsoeneer;
 draad met die hand of 'n masjiene in spoele fatsoeneer;
 voorafgetoetste en gemerkte leidings aan kommutators verbind;
 metaal poets;
 elektroplaatbad, afstroop- en/of skoonbyttenk versorg;
 vulnekke vir verkoelertanks met behulp van setmate maak;
 kernseksies deur middel van klemme in rame pers;

(xii) „werkman graad 3,” 'n werkman wat hoofsaaklik of uitsluitlik werksaam is met die herhalingsbediening of versorging, maar nie die stel nie, van halfoutomatiese masjiene waar die werksiklus deur krag aangedryf word en die eindpunt deur outomatiese stuiters beheer word, met inbegrip van kaapstander- en koepeltipe draaibanke waar alle werksaamhede deur vaste stuiters beperk word;

(xiii) „werkman graad 4,” 'n werknemer wat hoofsaaklik of uitsluitlik sweiswerk doen met elektriese sweisuitrusting en/of snywerk met profielsnijmasjiene, en die stel en reguleer van die verhitings- en syngasmengsels van die sweis- of snyuitrusting aan die vlamsmidde; sweis en/of hardsoldeer volgens setmate en/of volgens onderdele aldus gevorm en/of geplaas ten einde die noodigheid vir 'n setmaat uit te skakel; met dien verstande dat enige vryhandse boog- of gasweisswerk wat deur hierdie werkman graad 4 verrig word, beperk moet wees tot sweislasse—

- wat na onder gedoen word; en
- aan onderdele waarvan die voltooide gewig hoogstens 30 lb. is; en
- in reekse van minstens 50 identiese items in dieselfde plek, terwyl iedere item hoogstens 10 minute van vloer tot vloer neem; en
- wat altesaam hoogstens 15 duim lank in een sweisnaat is;

forming of insulation and fitting thereof to armatures and field coils;
 heating and blackening moulds for battery jumpers;
 heating lead;
 inspecting visually;
 marking off from patterns or templates by hand;
 operating special purpose splitting machines;
 operating centreless grinders;
 packing component parts into sets under supervision of an operative supervisor;
 preparation for buffing;
 pressing of asbestos dough (hot or cold);
 pre-treatment of materials by chemical process;
 proof-testing bonded brake shoes and clutch plates;
 rough grinding where the machine or work is held by hand;
 screwing by hand with die-heads and/or taps and/or screwing machines;
 straightening and/or flattening of metal strips;
 striking metal including rivet striking, rivet heating, riveting;
 stringing and/or threading inner coils and/or spring mats;
 stripping parts and components by hand or machines normally used by this class of operative;
 stripping of dismantled springs; application by spraygun or brush of paint, adhesives or recognised bitumastic and fire resisting or rust preventing substances (coatings) other than metal spraying, to parts or components;
 taping coils;
 testing fuel tanks, radiator units and threading gills to tubes;
 threading of bolts;
 turning eyes on spring main blades to jigs;
 wiring up articles for electroplating.

(xi) “Operative Grade 2” means an employee mainly or exclusively engaged in:—

Soldering, tinning, sweating, continuous wire welding, spot and/or tack and/or butt welding including the removing and replacing of welding tips and the cleaning of welding tips with abrasive materials or by hand filing;
 the sharpening but not the re-shaping of welding tips;
 the placing of welding tips in position;
 metal spinning with formers;
 operating but not setting machines designed or permanently adapted for a single tool operation and where manual operations are limited to loading, starting, stopping and unloading;
 placing or winding coils into armature slots and closing slots with wedges;
 undercutting of commutators;
 shaping of coils;
 forming of wire into coils by hand or machine;
 connecting previously-tested and marked leads to commutators;
 buffing of metals;
 attending to electroplating bath, stripping and/or pickling tank;
 making filler necks for radiator tanks by means of jigs;
 pressing core sections into frames by means of clamps.

(xii) “Operative Grade 3” means an employee mainly or exclusively engaged in the repetitive operation of or attending to, but not setting, semi-automatic machines where the work cycle is power driven and the end point is controlled by automatic operating stops, including capstan and turret type lathes where all operations are limited by fixed stops.

(xiii) “Operative Grade 4” means an employee mainly or exclusively engaged on welding with electric welding equipment and/or cutting with profile cutting machine, and setting and regulating of the heating and cutting gas mixtures of the welding or cutting equipment at the torch; welding and/or brazing to jigs and/or to parts so formed and/or located as to obviate the need for a jig, provided that any free-hand arc or gas welding performed by this operative grade 4 must be restricted to welds which are:—

- down-hand;
- of components of which the completed weight does not exceed 30 lbs.;
- in runs of not less than 50 identical items in the same place, with each item taking not more than 10 minutes floor to floor time; and
- not in excess of 15 inches total length of one welding seam.

- (xiv) „werkman-toesighouer” ’n werknemer wat hoofsaaklik of uitsluitlik toesig hou oor die werk van werkers in werkmanklasse en oor arbeiders;
- (xv) „patroonsnyermaker” ’n werknemer wat hoofsaaklik of uitsluitlik werksaam is in die buig van ’n snylem volgens ’n patroon en dit in ’n steunvlak of -rug invoeg;
- (xvi) „masjienstikker” ’n werknemer wat hoofsaaklik of uitsluitlik met die hand of masjien stik;
- (xvii) „werkwinkelwerknemer” ’n werknemer, uitgesonderd ’n skoonmaakster, vroulike arbeider, ’n arbeider of ’n wag vir wie lone in klousule 11 van hierdie hoofstuk voorgeskryf word.

KLOUSULE 4.—BETALING VAN VERDIENSTE

(1) Alle lone moet, behoudens die bepalings van subklousule (2) van hierdie klousule, weekliks of maandeliks, na gelang van die geval, betaal word.

(2) (a) Weekliks besoldigde werknemers moet hul lone in kontant betaal word—

- (i) elke gewone betaaldag en wel op die gewone ophoutyd van die dagskof van die bedryfsinrigting vir daardie dag; of
- (ii) by diensbeëindiging as dit vóór die gewone betaaldag plaasvind.

(b) Maandeliks besoldigde werknemers moet hul lone in kontant of per tjek betaal word voor of op die laaste werkdag van die maand of by diensbeëindiging as dit voor die gewone betaaldag van ’n werknemer plaasvind.

(3) Alle verdienste moet aan werknemers in verseëlde houers oorhandig word waarop die onderstaande moet voorkom of wat vergesel moet gaan van ’n staat wat die volgende toon:—

- (a) Die naam van die werkgewer;
- (b) die naam van die werknemer;
- (c) die datum van betaling;
- (d) die tydperk waarvoor betaling gedoen word;
- (e) die getal gewone en oortydure gewerk en die verdienste verskuldig;
- (f) die getal ure op ’n Sondag gewerk en die verdienste daarvoor verskuldig;
- (g) besonderhede van enige ander verdienste;
- (h) besonderhede van enige aftrekking gemaak;
- (i) die bedrag ingesluit; en
- (j) in die geval van werknemers, uitgesonderd vakmanne, enige bedrag verskuldig in die vorm van verlofbesoldiging kragtens subklousule (1) van Afdeling B van klousule 7 van hierdie Hoofstuk.

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

(5) Tensy anders in hierdie Ooreenkoms bepaal, mag geen bedrag of skuldvergelyking van watter aard ook al, uitgesonderd onderstaande, van die verdienste waarop ’n werknemer gewoonlik geregtig is, afgetrek word nie:—

- (a) Behoudens die bepalings van klousule 7 van hierdie Hoofstuk, wanneer ’n werknemer van die werk afwesig is (behalwe met verlof met betaling) ’n aftrekking eweredig aan sodanige afwesigheid, bereken op grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het; met dien verstande—
 - (i) dat waar sodanige afwesigheid toe te skryf is aan ’n arbeidsongeskiktheid of ’n siekte binne die bestek van die Ongevallewet, 1941, die aftrekking ten opsigte van die eerste week van afwesigheid hoogstens 70 persent van die werknemer se loon mag bedra;
 - (ii) dat ’n werkgewer, voordat hy ’n bedrag kragtens voorbehoudsbepaling (i) betaal, van die werknemer mag vereis om ’n doktersertifikaat in te dien wat die aard en duur van die werknemer se ongeskiktheid meld;
- (b) behoudens die bepalings van klousule 7 van hierdie Hoofstuk, met die skriftelike toestemming van die werknemer, bedrae vir verlof-, versekerings-, voorsorg- en/of pensioenfondse indien sodanige fondse nie deur ’n streekraad of die Raad geadministreer word nie;
- (c) met die skriftelike toestemming van die werknemer en van die streekraad of die Raad, bedrae ten opsigte van tee-, sport- en dergelike klubs, of aankope deur werknemers van hul werkgewers;
- (d) bydraes tot die Raad ingevolge klousule 11 van Hoofstuk I van hierdie Ooreenkoms en bydraes tot enige siektebystand-, voorsorg- en/of pensioenfonds wat deur ’n streekraad of die Raad geadministreer word;
- (e) ’n bedrag wat ’n werkgewer by wet of op bevel van ’n bevoegde hof vir of namens ’n werknemer moet betaal;

- (xiv) „Operative supervisor” means an employee mainly or exclusively engaged in supervising the work of any operative classes of workers and labourers;
- (xv) „Pattern cutter maker” means an employee mainly or exclusively engaged in the bending of a cutting blade to a pattern or templates and inserting it into a supporting base or back;
- (xvi) „Seaming machinist” means an employee mainly or exclusively engaged in sewing by hand or machine;
- (xvii) „Workshop employee” means an employee other than a char, female labourer, a labourer or a watchman for whom wages are prescribed in Clause 11 of this Chapter.

CLAUSE 4.—PAYMENT OF EARNINGS

(1) All wages 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-paid employees shall be paid their wages in cash—

- (i) on each ordinary pay day by the normal stopping time of the day shift of the establishment for that day; or
- (ii) on termination of employment if this takes place before the ordinary pay day.

(b) Monthly-paid employees shall be paid their wages in cash or by cheque on or before the last working day of the month, or on termination of employment if this takes place before the ordinary pay day of an employee.

(3) All earnings shall be handed to employees in sealed containers on which shall be reflected, or which shall be accompanied by a statement showing—

- (a) the name of the employer;
- (b) the name of the employee;
- (c) the date of payment;
- (d) the period in respect of which payment is made;
- (e) the number of ordinary and overtime hours worked and the earnings due;
- (f) the number of hours worked on a Sunday and the earnings due therefor;
- (g) details of any other earnings;
- (h) details of any deductions which have been made;
- (i) the amount enclosed; and
- (j) in the case of the employees other than journeymen, any amount due as leave pay in terms of sub-clause (1) of Section B of Clause 7 of this Chapter.

(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 7 of this Chapter, 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: Provided that—
 - (i) where such absence is due to a disablement or an illness falling within the scope of the Workmen's Compensation Act, 1941, the deduction shall in respect of the first week of absence, not exceed 70 per cent of the employee's wage;
 - (ii) an employer may, as a condition precedent to the payment in terms of proviso (1) of any amount, require the employee to produce a medical certificate stating the nature and duration of the employee's incapacity;
- (b) subject to the provisions of Clause 7 of this Chapter, with the written consent of the employee, deductions for holiday, insurance, provident and/or pension funds where such funds are not administered by a Regional Council or the Council;
- (c) with the written consent of the employee and of the Regional Council or the Council, deductions in respect of tea, sports and similar clubs, or purchases by employees from their employers;
- (d) contributions to the Council in terms of Clause 11 of Chapter I of this Agreement and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council;
- (e) any amount which an employer is legally or by order of a competent Court, required to pay for or on behalf of an employee;

- (f) Waar 'n werknemer daarmee instem of daar ingevolge die Bantoe (Stedelike Gebiede) Konsolidasiewet, 1945, soos gewysig, of die Wet op Bantoe-arbeid, 1964, soos gewysig, van hom vereis word om etes en/of huisvesting van sy werkgever aan te neem, 'n aftrekking van hoogstens R1.20 per week wanneer etes en huisvesting verskaf word, of hoogstens 80c per week vir slegs etes of 40c per week vir slegs huisvesting;
- (g) ledelgelde vir die Motor Industry Employees' Union of South Africa en die Motor Industry Combined Workers' Union ingevolge klousule 5 van hierdie Hoofstuk, of vir dié ander geregistreerde vakverenigings wat 'n streekraad of die Raad mag goedkeur.
- (6) Elke werknemer moet, indien sy werkgever dit van hom vereis, die ontvangs van sy verdienste skriftelik erken wanneer hy dit ontvang.

KLOUSULE 5.—LEDEGELD VIR DIE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, DIE MOTOR INDUSTRY COMBINED WORKERS' UNION EN DIE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION

- (1) (a) 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 betrokke werknemers die bedrag van die ledelgelde aftrek wat deur sodanige werknemer aan die Motor Industry Employees' Union of South Africa of die Motor Industry Combined Workers' Union betaalbaar is en moet die bedrag wat aldus afgetrek is, saam met die vorm voorgeskryf deur die streekraad wat die nodige regsmaag het, aan die sekretaris van die betrokke streekraad stuur en wel nie later as die tiende dag van die maand wat volg op die maand waarop die ledelgelde betrekking het.
- (b) 'n Werkgever wat skriftelik deur 'n streekraad in kennis gestel is dat een of meer van sy werknemers agterstallig is met ledelgelde vir die Motor Industry Employees' Union of South Africa of die Motor Industry Combined Workers' Union of die toetredingsgelde, moet sodanige agterstallige gelde tot 'n bedrag van hoogstens R4.00 per werknemer aftrek van die besoldiging wat aan sodanige werknemer verskuldig is, en bedrae aldus afgetrek, moet regstreeks aan die betrokke streekraad gestuur word.
- (2) Elke werkgever wat lid is van die South African Motor Industry Employers' Association, moet voor of op die tiende dag van elke maand een twaalfde van sy jaarlikse ledelgelde wat aan genoemde Vereniging betaalbaar is, saam met die vorm voorgeskryf deur die streekraad wat die nodige regsmaag het, aan die sekretaris van die betrokke streekraad stuur tensy hy sy ledelgelde regstreeks aan die genoemde vereniging betaal het.
- (3) Ledelgelde wat die Raad ooreenkomstig subklousules (1) en (2) ten behoeve van die South African Motor Industry Employers' Association, die Motor Industry Employees' Union of South Africa en die Motor Industry Combined Workers' Union ontvang, moet voor of op die tiende dag van die maand wat volg op die maand waarin die ledelgelde ontvang is, aan daardie organisasies betaal word.

KLOUSULE 6.—VAKVERENIGINGARBEID

- (1) Behoudens die bepalings van subklousule (2)—
- (a) mag geen lid van die Motor Industry Employees' Union of South Africa en geen lid van die Motor Industry Combined Workers' Union diens as 'n werkwinkelwerknemer aanvaar nie by 'n werkgever wat nie lid van die South African Motor Industry Employers' Association is nie, of in die diens van 'n werkgever wat opgehou het om lid van genoemde vereniging te wees, bly nie nadat hy deur die sekretaris van die betrokke streekraad van sodanige beëindiging van lidmaatskap in kennis gestel is;
- (b) mag geen lid van die S.A. Motor Industry Employers' Association iemand wat lid van die Motor Employees' Union of South Africa of die Motor Industry Combined Workers' Union kan word maar wat nie lid van een van hierdie vakverenigings is nie, as 'n werkwinkelwerknemer in diens neem nie.
- (2) Hierdie klousule is nie van toepassing nie—
- (a) ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika; met dien verstande dat—
- (i) as 'n immigrant te eniger tyd ná die eerste 3 maande van sy indiensneming in die Nywerheid 'n uitnodiging geweier het van die Motor Industry Employees' Union of South Africa om lid daarvan te word, die bepalings van hierdie klousule onmiddellik in werking tree; en
- (ii) 'n werkgever, sodra 'n immigrant by hom begin werk, die sekretaris van die streekraad wat regsbevoegdheid het, in kennis moet stel van die feit dat hy aldus 'n immigrant in diens geneem het, asook van die naam van sodanige immigrant en die datum van indiensneming;

- (f) where an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, as amended, or the Bantu Labour Act, 1964, as amended, to accept board and/or lodging from his employer, a deduction not exceeding R1.20 per week when board and lodging is provided, or not more than 80c per week for board only or 40c per week for lodging only;
- (g) subscriptions to the Motor Industry Employees' Union of South Africa and the Motor Industry Combined Workers' Union in terms of Clause 5 of this Chapter, or to such other registered trade unions as may be approved by a Regional Council or the Council.
- (6) Each employee shall, if so required by his employer, upon receiving payment of his earnings, acknowledge receipt thereof in writing.

CLAUSE 5.—SUBSCRIPTIONS TO THE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, THE MOTOR INDUSTRY COMBINED WORKERS' UNION AND THE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION

- (1) (a) Every employer who is a member of the South African Motor Industry Employers' Association and/or South African Vehicle Builders' and Repairers' Association shall deduct from the wages of each of his employees concerned the amount of the subscriptions payable by such employees to the Motor Industry Employees' Union of South Africa or the Motor Industry Combined Workers' Union and shall forward the amount thus deducted with the form prescribed by the Regional Council having jurisdiction to the Secretary of the Regional Council concerned, not later than the 10th day of the month following the month to which the subscriptions relate.
- (b) An employer who has been notified in writing by a Regional Council that one or more of his employees is in arrears with Motor Industry Employees' Union of South Africa or Motor Industry Combined Workers' Union subscriptions or entrance fees shall deduct such arrears up to an amount not exceeding R4 per employee from remuneration due to such employee, and shall forthwith remit any amounts so deducted to the Regional Council concerned.
- (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 his subscription direct to the said Association, forward to the Secretary of the Regional Council concerned with the form prescribed by the Regional Council having jurisdiction, one-twelfth of his annual subscriptions payable to the said Association.
- (3) Subscriptions received by the Council in accordance with the provisions of sub-clauses (1) and (2) on behalf of the South African Motor Industry Employers' Association, the Motor Industry Employees' Union of South Africa and the Motor Industry Combined Workers' Union, shall be paid to those organisations not later than the tenth day of the month following the months during which the subscriptions were received.

CLAUSE 6.—TRADE UNION LABOUR

- (1) Subject to the provisions of sub-clause (2)—
- (a) No member of the Motor Industry Employees' Union of South Africa and no member of the Motor Industry Combined Workers' Union shall accept employment as a workshop employee with any employer who is not a member of the South African Motor Industry Employers' Association or shall remain in the employ of an employer who has ceased to be a member of the said Association, after having been informed by the Secretary of the Regional Council concerned of such termination of membership.
- (b) No member of the South African Motor Industry Employers' Association shall employ as a workshop employee any person who is eligible for membership of the Motor Industry Employees' Union of South Africa or of the Motor Industry Combined Workers' Union, but who is not a member of one of these Unions.
- (2) This clause shall not apply—
- (a) in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa; provided that—
- (i) if any immigrant has at any time after the first three months of his employment in the Industry refused an invitation from the Motor Industry Employees' Union of South Africa to become a member thereof, the provisions of this clause shall immediately come into operation; and
- (ii) an employer shall, directly an immigrant commences employment with him, inform the Secretary of the Regional Council having jurisdiction, of the fact that he has so engaged an immigrant and of the name of such immigrant and date of engagement.

- (b) wanneer, na die mening van die Raad, lidmaatskap van 'n party by hierdie Ooreenkoms sonder 'n grondige rede gewier of beëindig is en die applikant of oud-lid, na gelang van die geval, sodanige weiering of beëindiging binne 21 dae daarvan aan die Raad gerapporteer het. [Hierdie subklousule raak nie die reg van 'n gegriefde persoon ingevolge artikel 51 (10) van die Wet nie.];
- (c) op vakleerlinge, skoonmaaksters, vroulike arbeiders, arbeiders en wagte;
- (d) op direkteure (van maatskappye met beperkte aanspreeklikheid) aan wie magtiging verleen is om personeel in diens te neem of te ontslaan en wat die beleid van hul maatskappye bepaal of help om dit te bepaal.

(3) Bewys van lidmaatskap van die betrokke vakvereniging bestaan uit die voorlegging van 'n lidmaatskapkaart wat deur sodanige vakverenigings uitgereik is en wat die graad van lidmaatskap meld.

KLOUSULE 7.—JAARLIKSE VERLOF

Woordomskeywing

Vir die toepassing van hierdie klousule—

(1) beteken „verloftydkring” die tydperk waarin 'n werknemer 3 weke verlof ingevolge subklousule (1) van Afdeling A van hierdie klousule verdien;

(2) word die woorde „diens” en „skof” geag die volgende in te sluit:—

(a) Skofte wat korter duur as dié ingevolge hierdie Hoofstuk toegelaat, omdat—

(i) die werknemer laat by sy werkplek aangekom het, maar nie later as 'n halfuur nie; of

(ii) daar korttyd gewerk is; of

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

(b) skofte wat die betrokke werknemer gewoonlik sou gewerk het maar nie gewerk het nie omdat hy—

(i) afwesig was met verlof met betaling kragtens hierdie Ooreenkoms;

(ii) opleiding kragtens die Verdedigingswet, 1957 (Wet No. 44 van 1957), tot 'n maksimum tydperk van 4 maande per jaar moes ondergaan;

(iii) van sy werk afwesig was op las of op versoek van sy werkgever;

(iv) van die werk afwesig was weens siekte of 'n ongeluk vir 'n tydperk van altesaam hoogstens 30 dae in enige verloftydkring;

(v) van die werk afwesig was op engeen van die openbare vakansiedae bedoel in klousule 8 van hierdie Hoofstuk;

met dien verstande dat 'n werknemer wat, na die verstryking van sy jaarlikse verlof, sy diens beëindig deur te dros, geen eis ten opsigte van paragraaf 2 (b) (i) hierbo kan instel nie;

(3) beteken „besoldiging” 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus enige bonus wat gereeld aan die werknemer betaal word, en die bedrag van sodanige bonus word geag die gemiddelde bedrag te wees wat ontvang is deur of opgeloopt het vir 'n werknemer ten opsigte van die tydperk van 13 weke onmiddellik voor die datum waarop die werknemer met sy jaarlikse verlof vertrek of wanneer hy sy diens beëindig of, as daar 'n tydperk van minder as 13 weke gewerk is, die gemiddelde bedrag ontvang deur of opgeloopt vir 'n werknemer ten opsigte van die getal voltooide weke wat hy werklik gewerk het.

OPMERKING.—Die res van hierdie klousule word soos volg in 4 afdelings onderverdeel:

Afdeling A wat oor jaarlikse verlof handel en o.a. sodanige sake bepaal soos wie op jaarlikse verlof geregtig is, die tydperk van die jaarlikse verlof wat aan werknemers verleen moet word, wanneer verlof verskuldig word, die berekening van verlofbesoldiging, ens.;

Afdeling B wat bepalinge betreffende opgeloopte verlofbesoldiging bevat;

Afdeling C wat bepalinge betreffende addisionele vakansiebetaling bevat; en

Afdeling D wat bepalinge betreffende die administrasie van 'n „gebeurlikheidsreserwefonds” bevat.

AFDELING A.—JAARLIKSE VERLOF

(1) Drie weke jaarlikse verlof met volle besoldiging moet verleen word aan vakleerlinge, kwekelinge wat opleiding kragtens die Wet op Opleiding van Ambagsmanne ondergaan en alle werknemers vir wie lone of besoldiging in hierdie Hoofstuk van die Ooreenkoms voorgeskryf word en wat sedert die datum van indiensneming of vanaf die datum waarop die vorige jaarlikse verlof verskuldig geword het (naamlik die jongste datum), die tydperke van aaneenlopende diens wat in die Bylae van hierdie subklousule genoem word, by dieselfde werkgever voltooi het.

(b) 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 or ex-member, as the case may be, has reported such refusal or termination to the Council within 21 days thereof. [This sub-clause does not affect the rights of an aggrieved person in terms of section 51 (10) of the Act];

(c) to apprentices, chars, female labourers, labourers and watchmen;

(d) to directors (of limited liability companies) who are vested with authority to engage and dismiss staff and who determine or assist in determining the policies of their companies.

(3) Proof of membership of the trade union concerned shall be the production of a membership card issued by such trade union and reflecting the grade of membership.

CLAUSE 7.—ANNUAL LEAVE

Definitions

For the purpose of this clause—

(1) “leave cycle” shall mean the period during which an employee earns three weeks' leave in terms of sub-clause (1) of Section A of this clause;

(2) the terms “employment” and “shift” shall be deemed to include—

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

(i) absent on paid leave in terms of this Agreement;

(ii) undergoing training in terms of the Defence Act, 1957 (Act No. 44 of 1957), to the extent of a maximum period of four months 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 leave cycle;

(v) absent from work on any of the public holidays referred to in Clause 8 of this Chapter;

provided that an employee who, after the expiration of his annual leave, ends his employment by desertion, shall have no claim in respect of paragraph 2 (b) (i) above.

(3) “remuneration” means an employee's wages as defined in this Agreement plus any bonus regularly paid to the employee, the amount of such bonus being deemed to be the average amount received by or accrued to an employee in respect of the period of 13 weeks immediately preceding the date the employee goes on annual leave or terminates his employment, or if a period of less than 13 weeks has been worked the average amount received by or accrued to an employee in respect of the number of complete weeks actually worked.

NOTE.—The remainder of this clause is sub-divided 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 which contains provisions relating to additional holiday pay; and

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

SECTION A.—ANNUAL LEAVE

(1) Three weeks annual leave on full pay shall be granted to apprentices, trainees undergoing training under the Training of Artisans Act, and to all employees for whom wages or remuneration are prescribed in this Chapter of the Agreement 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.

Bylae

- (a) Weekliks besoldigde werknemers, uitgesonderd wagte: 261 skofte, uitgesonderd oortyd.
- (b) Wagte en maandeliks besoldigde werknemers: 12 maande.
- (2) Jaarlikse verlof kom aan 'n werknemer toe onmiddellik nadat hy die kwalifiserende tydperk genoem in subklousule (1) van hierdie afdeling, voltooi het, maar dit kan geneem word voordat dat nadat dit verskuldig geword het indien—
- (a) die werkgever se besigheid dit vereis; of
- (b) die werkgever en die werknemer aldus ooreenkom; met dien verstande dat jaarlikse verlof in geen omstandighede meer as 2 maande *voordat* dit verskuldig word, geneem mag word nie of nie vir langer as 4 maande *nadat* dit verskuldig geword het, uitgestel mag word nie tensy die betrokke werknemer en werkgever, vóór die verstryking van sodanige tydperk van 4 maande, daartoe skriftelik ooreengekom het, en met dien verstande dat dit nie langer as 6 maande ná die datum waarop dit verskuldig geword het, uitgestel mag word nie.
- (3) Behoudens subklousule (1) van hierdie Afdeling word besoldiging vir jaarlikse verlof bereken teen die besoldiging wat die werknemer ontvang op die datum waarop hy met jaarlikse verlof gaan en moet dit aan hom deur die werkgever betaal word op die laaste werkdag voordat sy verlof begin.
- (4) As enigeen van die openbare vakansiedae met besoldiging wat in klousule 8 (1) van hierdie Hoofstuk bedoel word, op 'n werkdag binne die tydperk van verlof van 'n werknemer val, moet die werkgever of—
- (a) 1 werkdag met volle besoldiging by genoemde tydperk van verlof ten opsigte van elke sodanige openbare vakansiedag met besoldiging voeg; of
- (b) aan die betrokke werknemer 1 gewone dag se besoldiging in plaas van verlof betaal op die betaaldag wat onmiddellik op sodanige werknemer se tydperk van verlof volg.
- (5) (a) Jaarlikse verlof mag nie met enige tydperk waarin daar aan die werknemer kennis van diensbeëindiging gegee is, saamval nie, ook nie, tensy die werknemer dit skriftelik versoek, met enige tydperk wat 'n werknemer militêre opleiding ingevolge die bepalings van die Verdedigingswet, 1957, ondergaan nie.
- (b) Enige tydperk wat 'n werknemer met siekteverlof is soos in klousule 42 van Hoofstuk I van hierdie Ooreenkoms voorgeskryf, tel nie as deel van sodanige werknemer se jaarlikse verlof nie.
- (6) Geen werknemer mag gedurende sy verloftydperk sy gewone beroep beoefen nie, en geen werkgever mag van 'n werknemer vereis of hom wilens en wetens toelaat om gedurende sy verloftydperk in die Nywerheid te werk nie.
- (7) Behoudens die bepalings van subklousule (4) van klousule 18 van hierdie Hoofstuk, mag geen bedrag van by wyse van skuldvergeliking vir geld wat aan die werkgever verskuldig mag wees, van die verlofbesoldiging afgetrek word nie.
- (8) By beëindiging van die dienste van 'n werknemer wat ooreenkomstig die bepalings van subklousule (1) van hierdie Afdeling op jaarlikse verlof geregtig geword het maar aan wie sodanige verlof ten tyde van sodanige beëindiging nie verleen is nie of wat hy nie geneem het nie, moet die werkgever hom 'n bedrag aan verlofbesoldiging betaal wat bereken is ooreenkomstig die bepalings van subklousule (1) van Afdeling B van hierdie klousule.
- (9) (a) 'n Werkgever mag te eniger tyd, maar hoogstens 1 keer in enige tydperk van 12 agtereenvolgende maande, sy bedryfsinrigting sluit met die doel om sy werknemers jaarlikse verlof te verleen soos voorgeskryf by hierdie klousule, en indien 'n werknemer op die datum van die sluiting van die bedryfsinrigting nie op die volle voorgeskrewe tydperk van jaarlikse verlof geregtig is nie, moet die werkgever hom 'n bedrag wat bereken is op die grondslag bepaal in subklousule (1) van Afdeling B van hierdie klousule, betaal asof sy diens beëindig is, plus besoldiging ten opsigte van enigeen van die openbare vakansiedae met betaling wat binne die tydperk val waarin die bedryfsinrigting gesluit is en wat by 'n werknemer se jaarlikse verlof ingevolge subklousule (4) van hierdie afdeling gevoeg moet word, teen 'n koers van minstens dié wat hy gewoonlik sou ontvang het vir sy gewone werkure vir daardie dag van die week; met dien verstande dat daar, behoudens die bepalings van subklousule (2) van hierdie afdeling van onderhoudspersoneel vereis of hulle toegelaat mag word om te werk gedurende die tydperk wat 'n bedryfsinrigting ingevolge hierdie paragraaf gesluit is.
- (b) Vir die toepassing van hierdie klousule beteken onderhoudspersoneel werknemers wat onderhouds-, opknappings- of herstelwerk aan masjinerie, uitrusting of installasie verrig.

AFDELING B.—OPGELOPE VERLOFSBESOLDIGING

- (1) Behoudens die bepalings van subklousule (3) van hierdie Afdeling en die voorbehoudsbepaling by die woordskrywing van „skofte” aan die begin van hierdie klousule, is 'n werknemer

Schedule

- (a) Weekly paid employees, other than watchmen: 261 shifts excluding overtime.
- (b) Watchmen and monthly paid employees: 12 months.
- (2) 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 annual leave shall in no circumstances be taken more than two months *before* due date, nor delayed for more than four months *after* due date unless the employee and the employer concerned have, before the expiry of such period of four months, agreed thereto, in writing, and shall not be delayed by more than six months after due date.
- (3) Subject to sub-clause (1) of this section pay for annual leave shall be calculated at the rate of remuneration which the employee is receiving at the date on which he proceeds on his annual leave and shall be paid to him by the employer on the last working day prior to the beginning of his leave.
- (4) If any of the paid public holidays referred to in Clause 8 (1) of this Chapter falls on a working day within the period of leave of an employee the employer shall either—
- (a) add one working day on full pay to the said period of leave in respect of each such paid public holiday; or
- (b) pay to the employee in question one normal day's pay in lieu of leave on the pay day immediately following such employee's period of leave.
- (5) (a) Annual leave shall not be concurrent with any period during which the employee is under notice of termination of employment, nor, unless the employee so requests, in writing, with any period during which an employee is undergoing military training in terms of the Defence Act, 1957.
- (b) Any period during which an employee is on sick leave as prescribed in Clause 42 of Chapter I of this Agreement, shall not be counted as part of such employee's annual leave.
- (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) Except as provided in sub-clause (4) of Clause 18 of this Chapter, no deductions from leave pay shall be made as a set-off against any moneys which may be owing to the employer.
- (8) 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.
- (9) (a) An employer may at any time, but not more than once in any period of 12 consecutive months, close his establishment for purposes of granting his employees annual leave as prescribed by this clause and where at the date of the closing of the establishment any employee is not entitled to the full prescribed period of annual leave, the employer shall pay him an amount calculated on the basis laid down in sub-clause (1) of Section B of this clause as if his employment had terminated, plus remuneration in respect of any of the paid public holidays which fall during the period that the establishment is closed and are required to be added to an employee's annual leave in terms of sub-clause (4) of this section, at a rate not less than he would normally have received for his ordinary working hours for that day of the week; provided that maintenance personnel may, subject to the provisions of sub-clause (2) of this section, be required or permitted to work during the period that an establishment is closed in terms of this paragraph.
- (b) For the purpose of this clause maintenance personnel shall mean employees engaged in the maintenance, overhauling or repairing of machinery, equipment or plant.

SECTION B.—ACCRUED LEAVE PAY

- (1) Subject to the provisions of sub-clause (3) of this section and to the proviso to the definition of “shifts” at the beginning of this clause, an employee who is discharged from or who

wat uit sy diens ontslaan word of dit verlaat voordat hy vir jaarlikse verlof kragtens subklousule (1) van Afdeling A van hierdie klousule gekwalifiseer het, geregtig op opgelope verlof-besoldiging gelyk aan 3/52 van 1 week se besoldiging vir elke voltooide week diens (d.w.s. 5 skofte) vanaf die datum waarop hy by die werkgewer begin werk het of vanaf die datum waarop verlof laas aan hom verskuldig geword het, naamlik die jongste datum.

(2) (a) In die geval van alle werknemers, uitgesonderd vakmanne, moet die opgelope verlofbesoldiging in subklousule (1) van hierdie Afdeling bedoel, regstreeks by diensbeëindiging aan die werknemer betaal word.

(b) In die geval van vakmanne moet die opgelope verlofbesoldiging nie aan die werknemer in kontant betaal of deur hom aangeneem word nie, maar moet dit onmiddellik by diensbeëindiging deur die werkgewer aan die sekretaris van die streekraad wat regsbevoegdheid het, gestuur word.

(c) Wanneer 'n werkgewer 'n bedrag ooreenkomstig paragraaf (b) van hierdie subklousule betaal, moet hy 'n verlofbetalbewys in die vorm voorgeskryf in Aanhangel C van hierdie Ooreenkoms, in viervoud invul, een kopie daarvan bewaar, een kopie aan die sekretaris van die betrokke streekraad stuur en die ander twee kopieë aan die betrokke vakman oorhandig wat dit onmiddellik moet onderteken, een kopie aan die sekretaris van die streekraad moet stuur en die ander kopie moet bewaar vir die toepassing van paragraaf (d) van hierdie subklousule.

(d) Wanneer 'n vakman wat uit sy diens ontslaan is of dit verlaat het voordat hy vir jaarlikse verlof gekwalifiseer het, diens by 'n ander werkgewer in die Motornywerheid aanvaar, is onderstaande bepalinge van toepassing:—

(i) Die vakman moet aan die nuwe werkgewer kopieë van verlofbetalbewyse voorlê wat aan hom deur sy vorige werkgewers in die Motornywerheid uitgereik en deur hom kragtens paragraaf (c) van hierdie subklousule bewaar is.

(ii) Die vakman se verlof word aan hom verskuldig wanneer hy by die nuwe werkgewer 'n getal skofte of 'n tydperk gelyk aan dié voorgeskryf in die Bylae van subklousule (1) van Afdeling A van hierdie klousule, gewerk het, min die totaal van die skofte of tydperke aangetoon op die kopieë van die verlofbetalbewyse wat deur hom aan die nuwe werkgewer oorhandig is.

(iii) Twee weke voordat die vakman verlof met besoldiging van sy nuwe werkgewer neem, moet die kopie van die verlofbetalbewys wat deur die vakman aan sy nuwe werkgewer oorhandig is, geteken en aan die betrokke streekraad gestuur word en moet daar aansoek om betaling van die bedrag van die bewys gedoen word.

(iv) Die nuwe werkgewer moet aan die vakman, wanneer hy sy verlof met betaling neem, die bedrag aan verlofbesoldiging betaal wat aan hom kragtens hierdie klousule verskuldig geword het.

(v) 'n Vakman wat sy diens verlaat nadat sy verlof verskuldig geword het maar voordat dit verleen is, moet deur die werkgewer die bedrag betaal word wat aan hom verskuldig is as verlofbetaling op die tydstip waarop sy verlof verskuldig geword het, en die vakman moet self van die betrokke streekraad die bedrag van enige verlofbetalbewyse wat in sy besit is, eis deur dié bewyse te teken en dit aan die sekretaris van die streekraad te stuur.

(3) Opgelope verlofbetaling wat 'n streekraad hou of wat 'n werkgewer namens 'n werknemer hou wat om gesondheidsredes of enige ander ongeskiktheid nie meer in staat is om met sy werk voort te gaan nie, word onmiddellik aan die werknemer betaalbaar, en opgelope verlofgeld wat aan 'n werknemer verskuldig is wat in die loop van sy diens sterf, is onmiddellik aan sy boedel betaalbaar.

(4) Alle bedrae ontvang ten opsigte van verlofbetaling, moet in 'n spesiale rekening gestort word wat deur die streekraade geadministreer word.

(5) Opgelope verlofbetaling wat ten behoeve van 'n vakman gehou word, moet—

(a) as hy die Nywerheid behoudens subklousule (3) van hierdie Afdeling verlaat, aan hom betaal word by verstryking van 52 weke bereken vanaf die datum waarop die verlofbetaling begin het om op te loop;

(b) terwyl hy nog in die Nywerheid in diens is, aan hom betaal word wanneer hy met jaarlikse verlof gaan; of dit kan, na goedvinde van die betrokke streekraad, eerder betaal word.

AFDELING C.—ADDISIONELE VERLOFBETALING

(1) Elke werkgewer moet ten opsigte van elke vakman wat by hom in diens is, 'n addisionele verlofbesoldiging van R2 vir elke week diens betaal; met dien verstande—

leaves his employment before he has qualified for annual leave in terms of sub-clause (1) of Section A of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed week of employment (i.e. 5 shifts) from the date of beginning work with the employer or from the date on which his last leave became due whichever is the later.

(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 taken by the employee, but shall immediately on termination of service be remitted by the employer to the Secretary of the Regional Council having jurisdiction.

(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 of this Agreement shall retain one copy in his possession, forward one copy to the Secretary of the Regional Council concerned, and hand the remaining two 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 paragraph (d) of this sub-clause.

(d) Where a journeyman, who has been discharged from or has left his employment before he has qualified for annual leave, enters the service of another employer in the Motor Industry, the following provisions shall apply—

(i) The journeyman must produce to the new employer copies of leave pay vouchers issued to him by previous employers in the Motor Industry and retained by him in terms of paragraph (c) of this sub-clause.

(ii) The journeyman's leave shall become due when he has worked with the new employer a number of shifts or a period equivalent to those prescribed in the Schedule to sub-clause (1) of Section A of this clause, less the aggregate of the shifts or periods shown on the copy leave pay vouchers handed by him to the new employer.

(iii) Two weeks before the journeyman is due to take paid leave from the new employer the copy leave pay voucher handed by the journeyman to his new employer must be signed and submitted to the Regional Council concerned and application made for payment of the amount of the voucher.

(iv) The new employer shall pay to the journeyman when he takes his paid leave the amount of leave pay accrued to him in terms of this clause.

(v) A journeyman who leaves his employment after his leave has fallen due but before it has been granted must be paid by the employer the amount due to him as leave pay at the time his leave fell due, and must himself claim from the Regional Council concerned the amount of any leave pay vouchers held by him by signing these and submitting them to the Secretary of the Regional Council.

(3) Accrued leave pay held by a Regional Council or by an employer on behalf of an employee who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and accrued leave moneys due to an employee who dies in the course of his employment shall become payable immediately to his estate.

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

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

(a) if he leaves the Industry, subject to sub-clause (3) of this section on the expiry of fifty-two weeks calculated from the date on which the leave pay commenced to accrue;

(b) while he is employed in the Industry, when he proceeds on annual leave;

or earlier at the discretion of the Regional Council concerned.

SECTION C.—ADDITIONAL HOLIDAY PAY

(1) Every employer shall in respect of every journeyman employed by him pay additional holiday pay of R2 for each week of employment; provided that—

- (a) dat wanneer 'n vakman vir minder as altesaam 23 uur in 'n week loon ontvang of daarop geregtig is, geen addisionele verlofbetaling, behoudens die bepalings van subparagraaf (b) (iv) van die woordoms krywing van „skofte” aan die begin van hierdie klousule, ten behoeve van sodanige vakman ten opsigte van daardie week betaalbaar is nie; en
- (b) dat indien 'n vakman weens siekte of 'n ongeluk vir 30 dae in enige verloftydkring van die werk afwesig was, sy werkgever die addisionele verlofbetaling met 40c ten opsigte van elke verdere dag van afwesigheid weens siekte of 'n ongeluk mag verminder.

(2) Die werkgever moet die bedrae wat ingevolge subklousule (1) van hierdie Afdeling betaalbaar is, maandeliks en wel voor of op die 10de dag van die maand wat volg op die maand waarop sodanige bedrae betrekking het, aan die sekretaris van die streekraad in wien se regsgebied sy bedryfsinrigting geleë is, stuur onder dekking van en saam met die besonderhede vereis in die vorm wat vir dié doel deur die betrokke streekraad voorgeskryf word.

(3) Die addisionele vakansiebesoldiging wat ingevolge subklousule (1) betaalbaar is, moet, behoudens die bepalings van klousule 34 (A) van Hoofstuk I, aan vakmanne betaal word wanneer hulle met hul jaarlikse verlof vertrek, en aansoek daarvoor moet minstens twee weke voordat die bevoordeelde se verlof begin, by die betrokke streeksekretaris ingedien word.

(4) Behoudens die bepalings van subklousule (4) van klousule 18, mag geen bedrag by wyse van skuldvergeljking ten opsigte van gelde wat aan die werkgever verskuldig mag wees, van die addisionele vakansiebesoldiging afgetrek word nie.

(5) Alle werkers, uitgesonderd vakmanne, moet 'n bedrag aan addisionele vakansiebesoldiging deur hul werkgevers betaal word wanneer hulle met hul jaarlikse verlof gaan.

(6) (a) Die bedrag van die addisionele vakansiebesoldiging wat in subklousule (5) van hierdie afdeling bedoel word, is een week se loon ten opsigte van elke twaalf maande diens.

(b) Die een week se besoldiging bedoel in paragraaf (a) van hierdie subklousule, moet bereken word teen die koers wat die werknemer verdien wanneer hy met verlof gaan.

(c) Die bedrag van die addisionele verlofbesoldiging bedoel in paragraaf (a) van hierdie subklousule, moet met 1/52ste vir elke week waarin die werknemer nie 'n volle 5 skofte werk nie, verminder word, en vir hierdie doel het „skof” die betekenis wat daaraan in paragraaf (2) aan die begin van klousule 7 van hierdie Hoofstuk geheg is.

(7) Wanneer 'n werknemer, uitgesonderd 'n vakman, die diens van sy werkgever verlaat voordat hy vir addisionele verlofbetaling kwalifiseer, moet aan hom 'n eweredige gedeelte van sy addisionele verlofbetaling by diensbeëindiging betaal word.

(8) Die bepalings van subklousules (3), (4) en (5) van afdeling B van hierdie klousule is *mutatis mutandis* van toepassing ten opsigte van addisionele verlofbetaling.

AFDELING D.—GEBEURLIKHEIDSRERWE

(1) Verlofbetaling en addisionele verlofbetaling wat die streekraade hou en wat nie ná verstryking van drie jaar vanaf die datum van ontvangs opgeëis is nie, moet in 'n gebeurlikheidsreserwefonds (hieronder die „Reserwe” genoem) betaal word wat tot voordeel van werknemers in die Nywerheid gebruik moet word soos die Raad mag bepaal; met dien verstande—

(a) dat enige verlofbetaling of addisionele verlofbetaling (of gedeelte daarvan) wat die Raad beskou as meer as wat nodig is om die reserwe te finansier, aan die Raad verbeur word;

(b) dat verlofbetaling of addisionele verlofbetaling wat aan die Raad verbeur is of kragtens hierdie subklousule in die reserwe gestort is en wat daarna deur die bevoordeelde opgeëis word, na goedvinde van die Raad uitbetaal kan word.

(2) Die reserwe moet deur streekraade geadminestreer word ooreenkomstig beginsels wat deur die Raad opgestel is, en 'n kopie van die memorandum wat dié beginsels en besonderhede van alle wysigings bevat, moet by die Sekretaris van Arbeid ingedien word.

(3) Ingeval die Raad ontbind word, moet alle geld in die krediet van die reserwe ten tyde van sodanige ontbinding, geag word deel van die Raad se kontantbates uit te maak en moet daar dienooreenkomstig daarmee gehandel word.

(4) Behoudens die bepalings van subklousule (3) van hierdie afdeling, moet die reserwe, ingeval hierdie Ooreenkoms verstryk weens verloop van tyd of om 'n ander rede beëindig word, nog ooreenkomstig die bepalings van subklousule (2) van hierdie

(a) where a journeyman receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall, subject to the provisions of sub-paragraph (b) (iv) of the definition of „shifts” at the beginning of this clause, be payable on behalf of such employee in respect of that week; and

(b) where in any leave cycle a journeyman has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by 40c in respect of each further day of absence through illness or accident.

(2) The amounts payable in terms of sub-clause (1) of this section shall be remitted by the employer monthly, but not later than the tenth 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 required in the form prescribed for this purpose by the Regional Council concerned.

(3) Subject to the provisions of Clause 34 (A) of Chapter I the additional holiday pay payable in terms of sub-clause (1) shall be payable to journeymen when they proceed on annual leave, and application for it shall be lodged with the Regional Secretary concerned at least two weeks before the beneficiary's leave is due to begin.

(4) Subject to the provisions of sub-clause (4) of Clause 18, no deductions from additional holiday pay shall be made as a set-off against any moneys which may be owing to the employer.

(5) All workers other than journeymen shall be paid an amount of additional holiday pay by their employers when they proceed on annual leave.

(6) (a) The amount of the additional holiday pay referred to in sub-clause (5) of this Section shall be one week's wage in respect of each 12 months of employment.

(b) The one week's pay referred to in paragraph (a) of this sub-clause shall be calculated at the rate the employee is earning when he goes on leave.

(c) The amount of the additional holiday pay referred to in paragraph (a) of this sub-clause shall be reduced by one fifty-second for each week during which the employee does not work a full five shifts, a „shift” for this purpose having the meaning given to this term in paragraph (2) at the beginning of clause 7 of this Chapter.

(7) Where an employee other than a journeyman leaves the services of his employer before qualifying for additional holiday pay, such employee shall be paid a *pro rata* portion of his additional holiday pay on termination of service.

(8) The provisions of sub-clauses (3), (4) and (5) of Section B of this clause shall apply *mutatis mutandis* in respect of additional holiday pay.

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 may determine; provided that—

(a) any such leave pay or additional holiday pay (or portion thereof) as the Council may regard as being in excess of what is required to finance the reserve, shall be forfeited to the Council;

(b) any leave pay or additional holiday pay which has been forfeited to the Council or paid to the reserve in terms of this sub-clause, and which is subsequently claimed by the beneficiary may be paid at the discretion of the Council.

(2) The reserve shall be administered by Regional Councils in accordance with principles formulated by the Council and a copy of the memorandum containing such principles and particulars of any amendments, shall be lodged with the Secretary for 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 this 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

afdeling geadministreer word; met dien verstande dat, as 'n ander ooreenkoms vir die Nywerheid nie binne 'n tydperk van 2 jaar vanaf sodanige verstryking of beëindiging aangegaan word nie, alle geld wat in die krediet van die reserwe staan, aan die Raad verbeur word.

(5) Die koste verbonde aan die administrasie van die reserwe en die spesiale rekening bedoel in Afdeling B van hierdie klousule, moet deur streekraade gedra word, wat na goedvinde enige deel van die fondse wat voorhande is, in 'n goedgekeurde kank en/of bouvereniging kan belê, en alle rente wat uit sodanige belegging verkry word, word deur sodanige streekraade gehou ten einde die administrasiekoste van die reserwe en genoemde spesiale rekening te bestry.

KLOUSULE 8.—BETALING VIR OPENBARE VAKANSIEDAE

(1) Waar Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag, Tweede Kersdag, Nuwejaarsdag of Republiekdag, 1971 binne 'n werknemer se gewone werkweek val en die werknemer nie op sodanige dag werk nie, moet sy werkgever hom ten opsigte daarvan 'n besoldiging betaal van minstens dié bedrag wat hy gewoonlik vir sy gewone werkure op daardie dag van die week ontvang. Waar enigeen van hierdie vakansiedae op 'n Sondag val, word die daaropvolgende Maandag, vir die toepassing van hierdie klousule, geag daardie bepaalde vakansiedag te wees.

(2) Wanneer 'n werknemer, uitgesonderd 'n wag, op enigeen van die dae werk wat in subklousule (1) genoem word, moet sy werkgever hom, benewens die besoldiging wat ingevolge genoemde subklousule betaalbaar is, soos volg betaal:—

- (a) Teen minstens sy uurloon vir elke uur of deel van 'n uur aldus gewerk tot aan die einde van sy gewone skof;
- (b) teen dubbel sy uurloon vir elke uur of deel van 'n uur wat hy langer as sy gewone skof op sodanige dag gewerk het.

(3) Wanneer enigeen van die wetterregtelike openbare vakansiedae wat in subklousule (1) bedoel word, op 'n ander dag as 'n werkdag val, uitgesonderd 'n Sondag, moet 'n werknemer, uitgesonderd 'n wag, wat op sodanige wetterregtelike openbare vakansiedag werk, besoldig word teen die loon wat in subklousule (3) van klousule 14 van hierdie Hoofstuk voorgeskryf word.

(4) Wanneer twee derdes van die werknemers in 'n bedryfs-inrigting verlof vra ten opsigte van enige wetterregtelike openbare vakansiedag, uitgesonderd dié bedoel in subklousule (1) van hierdie klousule, is die werkgever daarop geregtig om sy bedryfs-inrigting op sodanige vakansiedag te sluit en is geen werknemer op betaling daarvoor geregtig nie.

(5) Wanneer 'n werkgever in ander omstandighede as dié bedoel in subklousule (3) van hierdie klousule, sy bedryfs-inrigting op 'n wetterregtelike openbare vakansiedag sluit wat nie in subklousule (1) van hierdie klousule bedoel word nie, moet hy aan al sy werknemers minstens die besoldiging betaal wat hulle sou ontvang het indien hulle hul gewone ure op daardie dag van die week gewerk het.

KLOUSULE 9.—VERSKAFFING VAN OORPAKKE EN OORPAKTOELAE

Geregistreerde vervaardigingsinrigtings in alle streke moet aan elke vakman en vakleerling wat in diens is, 'n minimum van 3 eerstegraadse ketelmakeroorpakke of wasbare jasse per jaar verskaf gratis op die grondslag van 2 oorpakke aan die begin van die eerste tydperk van 6 maande en 1 aan die begin van elke tweede tydperk van 6 maande. Die gebruikte oorpakke bly die eiendom van die werknemer wanneer 'n nuwe uitreiking gedoen word.

KLOUSULE 10.—STUKWERK

(1) Stukwerk mag nie uitbestee of verrig word nie tensy die toestemming van die betrokke streekraad verkry word.

(2) 'n werknemer wat stukwerk verrig, moet minstens die volle bedrag ontvang wat hy verdien het kragtens die stukwerkariëwe waaroor daar tussen hom en sy werkgever ooreengekom is; met dien verstande egter dat geen werknemer minder betaal mag word nie as die voorgeskrewe bedrag wat hy sou verdien het as hy op die tydwerkgrondslag in diens was vir die tydperk geneem om die betrokke werk te verrig.

(3) Vakleerlinge mag nie vir stukwerk gebruik word nie.

KLOUSULE 11.—LONE

Die minimum loon wat 'n werkgever aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is dié soos in onderstaande loonlys uiteengesit:—

that if another Agreement for the Industry is not negotiated 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 reserve and the special account referred to in Section B of this clause, 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 reserve and of the said special account.

CLAUSE 8.—PAYMENT FOR PUBLIC HOLIDAYS

(1) Where Good Friday, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day, New Year's Day, or Republic Day, 1971, fall 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.

(2) Whenever any employee, other than a watchman, works on any of the days enumerated in sub-clause (1) his employer shall, in addition to the remuneration payable in terms of the said sub-clause pay him—

- (a) at a rate not less than his hourly wage for each hour or part of an hour so worked up to the duration of his normal shift;
- (b) double his hourly wage for each hour or part of an hour worked in excess of his normal shift on such day.

(3) Whenever one of the statutory public holidays referred to in sub-clause (1) falls on a non-working day, other than a Sunday, an employee, other than a watchman who works on such statutory public holiday shall be remunerated at the rates prescribed in sub-clause (3) of clause 14 of this Chapter.

(4) 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.

(5) Where an employer in circumstances other than those referred to in sub-clause (4) 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.

CLAUSE 9.—SUPPLY OF OVERALLS AND OVERALL ALLOWANCE

Registered manufacturing establishments in all regions shall supply free of charge to each journeyman and apprentice employed a minimum of three first grade boilermaker's overalls or washing coats per year, on the basis of two overalls at the commencement of the first period of six months and one at the commencement of the second period of six months. The used overalls shall remain the property of the employee when a new issue is made.

CLAUSE 10.—PIECE-WORK

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

(2) An employee who performs piece-work shall receive not less than the full amount earned by him under the piece-work rates agreed to between himself and his employer, provided however, that no employee shall be paid less than the prescribed amount which he would have earned if he had been employed on the time-work basis for the period taken to perform the work concerned.

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

CLAUSE 11.—WAGES

The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out in the following Wage Schedule:—

(OPMERKING.—In die geval van maandeliks besoldigde werknemers, is die minimum loon vier en een derde maal die bedrag in hierdie lys aangetoon.)

LYS.

Loon per week.
(Alle streke)
R

Skoonmaakster	6.90
Uitsnyer:—	
Gedurende eerste 3 maande ondervinding	11.04
Gedurende daaropvolgende 9 maande ondervinding	11.96
Daarna	12.42
Snyer:—	
Gedurende eerste 18 maande ondervinding	10.12
Gedurende tweede 18 maande ondervinding	18.86
Daarna	33.12
Vroulike arbeider:—	
Gedurende eerste 6 maande ondervinding	5.52
Gedurende tweede 6 maande ondervinding	6.44
Gedurende derde 6 maande ondervinding	7.36
Gedurende vierde 6 maande ondervinding	8.28
Daarna	8.74
Vakman	40.00
Arbeider	9.66
Masjiensteller, gekwalifiseer	39.31
Masjiensteller, ongekwalifiseer:—	
Gedurende eerste 6 maande ondervinding	9.66
Gedurende tweede 6 maande ondervinding	11.50
Gedurende tweede jaar ondervinding	13.00
Gedurende derde jaar ondervinding	18.40
Werkman graad 1:—	
Gedurende eerste jaar ondervinding	10.12
Daarna	10.58
Werkman graad 2:—	
Gedurende eerste jaar ondervinding	10.58
Daarna	11.04
Werkman graad 3:—	
Gedurende eerste jaar ondervinding	11.50
Daarna	11.96
Werkman graad 4:—	
Gedurende eerste jaar ondervinding	13.34
Daarna	13.80
Werkman-opsigter	13.80
Patroonsnyermaker:—	
Gedurende eerste jaar ondervinding	16.10
Daarna	19.32
Stikmasjinijs:—	
Gedurende eerste 3 maande ondervinding	9.66
Gedurende tweede 3 maande ondervinding	10.12
Gedurende derde 3 maande ondervinding	11.04
Daarna	11.96
Wag	10.58

KLOUSULE 12—DIFFERENSIËLE LONE EN VERBODE INDIENSNEMING

(1) Verbode indiensneming.

- (a) Geen werkgewer mag iemand anders as 'n vakman, vakleerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, vir vakmanswerk in diens neem nie; met dien verstande dat hierdie klousule nie geag word die indiensneming van ander klasse werknemers teen die lone wat vir sodanige klasse voorgeskryf word en vir die werksaamhede en onder die omstandighede gespesifiseer in die woordomskriving van sodanige klasse, te verbied nie.
- (b) Geen werknemer mag 'n werknemer wat onder sy toesig werk, uitgesonderd 'n vakman, vakleerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, opdrag gee of toelaat om vakmanswerk te verrig nie.

OPMERKING.—Bedrae wat te min aan lone betaal is as gevolg van of in verband met onwettige indiensneming ingevolge hierdie klousule, word ooreenkomstig artikel 83 van die Wet bepaal.

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

SCHEDULE.

Wage per Week.
(All Regions)
R

Char	6.90
Chopper out:—	
During first 3 months of experience	11.04
During next 9 months of experience	11.96
Thereafter	12.42
Cutter:—	
During first 18 months of experience	10.12
During second 18 months of experience	18.86
Thereafter	33.12
Female Labourer:—	
During first 6 months of experience	5.52
During second 6 months of experience	6.44
During third 6 months of experience	7.36
During fourth 6 months of experience	8.28
Thereafter	8.74
Journeyman	40.00
Labourer	9.66
Machine-setter, qualified	39.31
Machine-setter, unqualified:—	
During first 6 months of experience	9.66
During second 6 months of experience	11.50
During second year of experience	13.00
During third year of experience	18.40
Operative Grade 1:—	
During first year of experience	10.12
Thereafter	10.58
Operative Grade 2:—	
During first year of experience	10.58
Thereafter	11.04
Operative Grade 3:—	
During first year of experience	11.50
Thereafter	11.96
Operative Grade 4:—	
During first year of experience	13.34
Thereafter	13.80
Operative Supervisor	13.80
Pattern Cutter maker:—	
During first year of experience	16.10
Thereafter	19.32
Seaming Machinist:—	
During first 3 months of experience	9.66
During second 3 months of experience	10.12
During third 3 months of experience	11.04
Thereafter	11.96
Watchman	10.58

CLAUSE 12.—DIFFERENTIAL RATES OF WAGES AND UNAUTHORISED EMPLOYMENT

(1) Prohibited Employment:

- (a) No employer shall employ any person other than a journeyman, apprentice or trainee under the Training of Artisans Act, 1951, on journeyman's work; provided that this clause shall not be deemed to prohibit the employment of other classes of employees at the wages prescribed for such classes, on the operations and in the circumstances specified in the definitions of such classes.
- (b) No employee shall instruct or permit any employee (working under his supervision) other than a journeyman, apprentice or trainee under the Training of Artisans Act, 1951 to perform journeyman's work.

NOTE.—Any underpayments of wages which arise from or are connected with illegal employment in terms of this clause shall be assessed in accordance with Section 83 of the Act.

(2) *Differensiële lone—wettige indiensneming.*

'n Werkgewer wat, sonder om subklousule (1) van hierdie klousule te oortree, van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam sestig minute op 'n bepaalde dag of benewens sy eie werk of ter vervanging daarvan werk van 'n ander klas te verrig waarvoor daar—

(a) of 'n hoër loon as dié van sy eie klas,

(b) of 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas,

voorgeskryf word, moet aan sodanige werknemer ten opsigte van daardie dag—

(i) in die geval bedoel in paragraaf (a), minstens die dagloon betaal wat teen die hoër loon bereken is; en

(ii) in die geval bedoel in paragraaf (b), minstens die dagloon betaal wat bereken is op die kerf in die stygende loonskaal wat onmiddellik hoër is as die loon wat die werknemer vir sy gewone werk ontvang.

KLOUSULE 13.—GEWONE WERKURE

(1) Die gewone werkure van 'n werknemer mag nie meer as 46, uitgesonderd etenspouses, in 'n bepaalde week, en 9½, uitgesonderd etenspouses, op 'n bepaalde dag wees nie.

(2) Geen werkgewer mag van 'n werknemer—

(a) vereis of hom toelaat om vir 'n aaneenlopende tydperk van meer as 5 uur sonder 'n ononderbroke pouse van minstens 1 uur te werk nie; met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur pouses van minder as 1 uur onderbreek word, geag word aaneenlopend te wees;

(b) wat 'n vrou is, vereis of toelaat om tussen 6 nm. en 6 vm. te werk nie;

(c) vereis of hom toelaat om behoudens klousule 15 van hierdie Hoofstuk, sy gewone weeklikse ure op ander dae as Maandae, Dinsdae, Woensdae, Donderdae of Vrydae te werk nie.

(3) 'n Werkgewer word toegelaat om verskillende begin- en ophoutye op enige dag ten opsigte van verskillende werkwinkelwerknemers te reël; met dien verstande dat die tydperk tussen sodanige begin- of ophoutye op 'n bepaalde dag nie pouses van meer as 45 minute altesaam in 'n bedryfsinrigting mag oorskry nie.

(4) Alle werknemers is geregtig op en moet 'n ruspouse van 10 minute toegestaan word wat so na as prakties moontlik aan die middel van elke werktydperk in die oggend en in die namiddag moet wees, en sodanige pouse word vir die berekening van besoldiging geag deel van die gewone werkure te wees.

(5) Behoudens die bepalings van klousules 4 (5) (a) en 16 van hierdie Hoofstuk, wanneer 'n werknemer, uitgesonderd 'n vakman of 'n masjiensteller, minder as 46 uur in 'n week werk omdat—

(a) die gewone werkure van die bedryfsinrigting minder as 46 is;

(b) die werkgewer nie in staat is om die skofte van sodanige werknemer by 46 uur in te pas nie;

moet sodanige werknemer se week geag word uit 46 uur te bestaan.

(6) 'n Werknemer wat in hegtenis geneem of deur die polisie aangehou word vir enige misdryf of vermoedelike misdryf, moet vir die tydperk wat hy in hegtenis is of aldus aangehou word en nie in staat is om met sy werk voort te gaan nie, vir die toepassing van hierdie klousule geag word sonder toestemming afwesig te wees.

KLOUSULE 14.—BEPALINGS BETREFFENDE OORTYDWERK, BETALING VIR OORTYDWERK EN SONDAE

(1) Vir die toepassing van hierdie klousule beteken „oortyd” alle tyd wat daar, uitgesonderd op Sondae, langer gewerk is as die getal gewone werkure wat in subklousule (1) van klousule 13 voorgeskryf word.

(2) Ondanks die bepalings van subklousule (1) van klousule 13, kan 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk van hoogstens 10 uur in 'n bepaalde week; met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd—

(a) vir langer as 2 uur op 'n dag;

(b) op meer as 3 agteropeenvolgende 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) sodanige werknemer voor die middag kennis daarvan gegee het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin; of

(2) *Differential Rates—Legal Employment:*

An employer who without contravening sub-clause (1) of this clause requires or permits a member of one class of his employees to perform for longer than 60 minutes in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage higher than that of his own class, or

(b) a rising scale of wages terminating in a wage higher than that of his own class,

is prescribed, shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work.

CLAUSE 13.—ORDINARY HOURS OF WORK

(1) The ordinary hours of work of an employee shall not exceed 46, excluding meal breaks, in any one week and 9½, excluding meal breaks, on any one day.

(2) No employer shall require or permit any employee—

(a) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour, provided that for purposes of this paragraph periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(b) who is a female, to work between 6 p.m. and 6 a.m.;

(c) subject to the provisions of Clause 15 of this Chapter to work his ordinary weekly hours on any days other than Mondays, Tuesdays, Wednesdays, Thursdays or Fridays.

(3) It shall be permissible for an employer to arrange different starting and finishing times on any day in respect of different workshop employees, provided that the period between such starting or finishing times on any one day shall not in the aggregate exceed intervals of more than 45 minutes in any one establishment.

(4) All employees shall be entitled to and 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 the remuneration be reckoned as part of the ordinary working hours.

(5) Subject to the provisions of clauses 4 (5) (a) and 16 of this Chapter, whenever any employee, other than a journeyman, or a machine-setter, works for less than 46 hours in any week due to—

(a) the usual working hours of the establishment being less than 46;

(b) the employer being unable to regulate the shifts of such employee for 46 hours;

such employee's week shall be deemed to be 46 hours.

(6) An employee who is arrested or detained by the Police for any offence or suspected offence shall, for the period during which he is under arrest or so detained and unable to continue his employment, be deemed to have absented himself without permission for the purpose of this clause.

CLAUSE 14.—PROVISIONS RELATING TO OVERTIME, PAYMENT FOR OVERTIME AND SUNDAYS

(1) For the purpose of this clause “overtime” means all time worked other than on Sundays in excess of the number of ordinary hours of work prescribed in sub-clause (1) of Clause 13.

(2) Notwithstanding the provisions of sub-clause (1) of Clause 13, an employer may require or permit an employee to work overtime for a total period not exceeding ten hours in any one week; provided that no employer shall require or permit a female employee to work overtime—

(a) for more than two hours on any day;

(b) on more than three consecutive days;

(c) on more than 60 days in any year;

(d) after the completion of her ordinary working hours for more than one hour on any day unless he has—

(i) given notice thereof to such employee before midday; or

(ii) provided such employee with an adequate meal before she has to commence overtime, or

(iii) sodanige werknemer 'n minimum toelae van 50 sent betyds betaal het om haar in staat te stel om 'n ete te verkry voordat die oortydwerk moet begin.

(3) Die minimum waarteen werknemers vir oortydwerk besoldig moet word, is soos volg:—

(a) In die geval van 'n vakman, vir elke 15 minute of gedeelte daarvan oortyd gewerk—

(i) tussen sy gewone ophoutyd en middernag op enige dag en gedurende één uur vóór sy gewone begintyd op enige dag: 35 sent;

(ii) tussen middernag en één uur vóór sy gewone begintyd op enige dag: 40 sent.

(b) In die geval van 'n ander werknemer as 'n vakman, 1½ maal sy gewone besoldiging.

(4) Behoudens die bepalinge van subklousule (3) van klousule 15, wanneer 'n werknemer op 'n Sondag werk, moet sy werk-gewer of—

(a) dié werknemer—

(i) as hy aldus vir 'n tydperk van hoogstens 4 uur werk, minstens die gewone besoldiging betaal wat betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, of

(ii) as hy aldus vir 'n tydperk van meer as 4 uur werk, besoldig teen minstens 2 maal sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging wat minstens 2 maal die gewone besoldiging is wat betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, naamlik die grootste bedrag; of

(b) die werknemer besoldig teen minstens 1½ maal sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne 7 dae van sodanige Sondag of 1 dag verlof verleen en hom ten opsigte daarvan besoldig teen minstens sy gewone besoldiging asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(5) Die bepalinge van subklousules (1), (2), (3) en (4) van klousule 13 van hierdie Hoofstuk en subklousule (2) van hierdie klousule is nie op 'n manlike werknemer van toepassing nie terwyl hy werk verrig wat, weens onvoorsiene omstandighede soos brande, storms, ongelukke, epidemies, gewelddade, diefstal of 'n onklaarraking van installasie of masjinerie, sonder versium verrig moet word, of terwyl by werk verrig in verband met die opknapping of herstel van installasies of masjinerie wat die gedurende die gewone werkure verrig kan word nie.

(6) Die bepalinge van subklousule (1), paragrafe (a) en (c) van subklousule (2) en subklousule (3) van klousule 13 van hierdie Hoofstuk en subklousules (1) tot (4) van hierdie klousule is nie op bestuurders en voormanne wat 'n loon van minstens R55 per week in gebiede A en R50 per week in gebiede B en C ontvang, van toepassing nie.

KLOUSULE 15.—STOFWERK

Onderstaande bepalinge is van toepassing op stofwerk:—

(1) Geen gewone skof mag langer as 9½ uur duur nie.

(2) Minstens 8 uur moet verloop tussen die agtereenvolgende skofte van 'n werknemer.

(3) (a) Wanneer 'n werknemer tussen die ure 7 nm. en 7 vm. werk, moet sy werkgever hom sy gewone besoldiging betaal, plus 10 persent daarvan.

(b) Wanneer 'n werknemer sy gewone skof of deel daarvan op Sondag werk, moet die betrokke werknemer vir sodanige skof soos volg besoldig word:—

(i) As die grootste gedeelte van sodanige skof op 'n Sondag gewerk word, moet die hele skof geag word op 'n Sondag gewerk te wees en moet die werknemer daarvoor kragtens subklousule 14 (4) besoldig word.

(ii) As die kleinste gedeelte van die skof op 'n Sondag gewerk word, moet die hele skof geag word op 'n weekdag gewerk te wees en moet die werknemer, behoudens voorgaande paragraaf (a), vir sodanige skof teen sy gewone loon besoldig word.

(4) Tyd deur werknemers gewerk ná die voltooiing van hul gewone skof, word geag oortydwerk te wees, en daarvoor moet betaal word soos in klousule 14 van hierdie Hoofstuk voorgeskryf.

KLOUSULE 16.—KORTTYD

(1) Behoudens die bepalinge van subklousule (2), mag 'n werk-gewer die gewone werkure van 'n werknemer weens korttyd verminder, en in dié geval kan hy 'n bedrag van die werknemer se verdienste aftrek wat eweredig is aan die tydperk wat daar nie gewerk is nie; met dien verstande—

(iii) paid such employee a minimum allowance of 50 cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) The minimum rates at which employees shall be remunerated for overtime are as follows:—

(a) In the case of a journeyman, for each 15 minutes' overtime or part thereof worked—

(i) between his normal finishing time and midnight on any day and during one hour before his normal starting time on any day: 35c;

(ii) between midnight and one hour before his normal starting time on any day: 40c.

(b) In the case of an employee other than a journeyman, one and one-third times his ordinary rate of remuneration.

(4) Subject to the provisions of sub-clause (3) of Clause 15, whenever an employee works on a Sunday, his employer shall either—

(a) pay to the employee—

(i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or

(ii) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(5) The provisions of sub-clauses (1), (2), (3) and (4) of clause 13 of this Chapter and sub-clause (2) of this clause shall not apply to any male employee while employed on work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay or on any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours.

(6) The provisions of sub-clause (1), paragraphs (a) and (c) of sub-clause (2), and sub-clause (3) of Clause 13 of this Chapter and sub-clauses (1) to (4) of this clause shall not apply to managers and foremen who receive a wage of not less than R55 per week in Areas A and R50 per week in Areas B and C.

CLAUSE 15.—SHIFT WORK

The following provisions shall apply to shift work:—

(1) No normal shift shall exceed 9½ hours.

(2) Not less than eight hours shall elapse between successive shifts of any employee.

(3) (a) Where an employee is employed between the hours of 7 p.m. and 7 a.m., his employer shall pay him his ordinary rate of remuneration, plus 10 per cent thereof.

(b) Where an employee's ordinary shift or part of it is worked on a Sunday, the employee concerned shall be remunerated for such shift as follows:—

(i) If the major portion of such shift is worked on a Sunday, the entire shift shall be deemed to have been worked on a Sunday and the employee shall be paid for it in terms of sub-clause 14 (4).

(ii) If the lesser portion of such shift is worked on a Sunday, the entire shift shall be deemed to have been worked on a week day, and the employee shall, subject to paragraph (a) preceding, be remunerated in terms of such shift at his ordinary rate of remuneration.

(4) 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 14 of this Chapter.

CLAUSE 16.—SHORT-TIME

(1) Subject to the provisions of sub-clause (2), an employer may reduce the ordinary hours of work of an employee on account of short-time and in that event make a deduction from the employee's earnings proportionate to the period not worked; provided that—

- (a) dat geen bedrag in die geval van korttyd wat ontstaan weens 'n bedryfslapte of tekort aan materiaal, afgetrek mag word nie tensy die werkgewer sy werknemer voor of op die dag wat onmiddellik voorafgegaan het, in kennis gestel het van sy voorneme om die gewone werkure te verminder;
 - (b) dat geen bedrag in die geval van korttyd weens 'n krag-onderbreking of 'n algemene onklaarraking van installasie of masjinerie, ten opsigte van die eerste uur wat daar nie gewerk word nie, afgetrek mag word nie tensy die werkgewer sy werknemer voor of op die dag wat onmiddellik voorafgegaan het, in kennis gestel het dat geen werk beskikbaar sal wees nie;
 - (c) dat indien die werkgewer uitdruklik van die werknemer vereis om hom op 'n bepaalde dag by die bedryfsinrigting aan te meld vir die doel om vas te stel of werk beskikbaar sal wees, hy geag moet word minstens 4 uur op dié dag te gewerk het as daar geen werk beskikbaar is nie of as daar werk vir minder as 4 uur beskikbaar is.
- (2) Die bepalings van hierdie klousule is nie van toepassing nie ten opsigte van—
- (a) 'n vakleerling behalwe met die toestemming van die Registrateur van Vakleerlinge;
 - (b) 'n wetteregtelike openbare vakansiedag.

KLousULE 17.—SPESIALE BEPALINGS BETREFFENDE WAGTE

- (1) Onderstaande bepalings is, ondanks andersluidende bepalings in hierdie Ooreenkoms, van toepassing op wagte:—
- (a) Die gewone werkure van sodanige werknemers is hoogstens 12 uur per skof en 84 uur per week.
 - (b) Die bepalings van subklousule (2) van klousule 8, en klousules 13, 14 en 15 van hierdie Hoofstuk is nie op sodanige werknemers van toepassing nie.
 - (c) Vir alle tyd wat daar langer as 12 uur per skof gewerk word, moet 'n besoldiging betaal word van 1/30 van sy weekloon vir elke bykomende uur se werk.
 - (d) Nadat so 'n werknemer 7 agtereenvolgende skofte gewerk het, is hy op 1 vry skof met volle besoldiging geregtig asof hy sy gewone gemiddelde werkure vir daardie skof van die week gewerk het; met dien verstande dat as sodanige werknemer nie van hierdie reg gebruik maak nie, hy in plaas daarvan 1/7 van sy gewone weeklikse besoldiging, benewens sy gewone besoldiging, betaal moet word.
 - (e) Wanneer 'n wag op enigeen van die dae genoem in subklousule (1) van klousule 8 van hierdie Hoofstuk werk, moet sy werkgewer hom, benewens die besoldiging wat ingevolge die bepalings van subklousule (1) van daardie klousule betaalbaar is en behoudens die bepalings van paragraaf (c), besoldiging betaal teen minstens 1/84 van sy weekloon vir elke uur of deel van 'n uur aldus gewerk.
- (2) Elke werkgewer moet elke wag voorsien van—
- (a) 'n geskikte stok of knopkierie vir selfverdediging;
 - (b) 'n polisiefluitjie;
 - (c) geriewe om warm te bly.

KLousULE 18.—BEËINDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer, of sy werknemer vir wie 'n loon in klousule 11 van hierdie Hoofstuk voorgeskryf word, wat die dienskontrak wil beëindig, moet minstens 1 skof vooraf kennis van die beëindiging van die dienskontrak gee, of 'n werkgewer of sodanige werknemer mag die kontrak sonder kennisgewing beëindig deur aan die werknemer/werkgewer, na gelang van die geval, in plaas van sodanige kennisgewing, 'n bedrag te betaal of te verbeur wat gelyk is aan dié wat die werknemer verdien op 'n werkdag ten tyde van sodanige beëindiging.

Met dien verstande dat hierdie subklousule nie inbreuk op die volgende maak nie:—

- (a) Die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;
- (b) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn wat vir albei partye ewe lank en langer is as dié wat in hierdie klousule voorgeskryf word;
- (c) die werking van enige verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros:

Met dien verstande verder dat, indien 'n werknemer se verdienste op die datum van beëindiging verminder is deur afrekkings ten opsigte van korttyd, die uitdrukking „verdien op 'n werkdag ten tyde van sodanige beëindiging” geag moet word te beteken „sou ontvang het ten tyde van sodanige beëindiging indien geen bedrag ten opsigte van korttyd afgetrek is nie”.

(2) Waar daar 'n ooreenkoms kragtens die tweede voorbehoud van subklousule (1) bestaan, moet die betaling of verbeuring in plaas van kennisgewing ooreenstem met die ooreengekome kennisgewingstermyn.

- (a) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of material, unless the employer has given his employee notice not later than the immediately preceding day of his intention to reduce the ordinary hours of work;
 - (b) no deduction shall be made in the case of short-time owing to a power failure or a general breakdown of plant or machinery, in respect of the first hour not worked, unless the employer has given his employee notice not later than on the immediately preceding day that no work will be available;
 - (c) where the employee is expressly required by the employer to report at the establishment on any particular day for the purpose of ascertaining whether work will be available, he shall, if no work or work of less than four hours' duration is available, be deemed to have worked not less than four hours on such day.
- (2) The provisions of this clause shall not apply in respect of—
- (a) an apprentice except with the approval of the Registrar of Apprenticeship;
 - (b) any statutory public holiday.

CLousULE 17.—SPECIAL PROVISIONS RELATING TO WATCHMEN

- (1) The following provisions shall, notwithstanding anything to the contrary in this Agreement contained, apply to watchmen:—
- (a) The normal hours of such employees shall not exceed twelve hours per shift and eighty-four hours per week.
 - (b) The provisions of sub-clause (2) of Clause 8, and Clauses 13, 14 and 15 of this Chapter 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 seven consecutive shifts any such employee shall be entitled to one free shift on full pay as if he had worked his average ordinary working hours for that shift of the week; provided that if such employee does not avail himself of this right he shall instead be paid one-seventh of his normal weekly wage in addition to his ordinary remuneration.
 - (e) Whenever a watchman works on any of the days enumerated in sub-clause (1) of Clause 8 of this Chapter, his employer shall in addition to the remuneration payable in terms of sub-clause (1) of that clause, and subject to the provisions of paragraph (c), pay him remuneration at a rate not less than one eighty-fourth of his weekly wage for each hour or part of an hour so worked.
- (2) Every employer shall provide every watchman with—
- (a) a suitable stick or knopkierie as a means of self-defence;
 - (b) a police whistle;
 - (c) facilities for keeping warm.

CLousULE 18.—TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee for whom wages are prescribed in Clause 11 of this Chapter, who desires to terminate the contract of employment, shall give not less than one shift's notice of termination of contract, or an employer or such employee may terminate the contract without notice by paying or forfeiting to the employee/er, as the case may be, in lieu of such notice an amount equal to that which the employee is earning on a work day at the time of such termination.

Provided that this sub-clause shall not affect—

- (a) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (b) a written Agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (c) the operation of any forfeiture or penalties which by law may be applicable in respect of an employee who deserts; provided further—

that where the earnings of an employee at the date of termination have been reduced by deductions in respect of short-time, the expression “is earning on a work day at the time of such termination” shall be deemed to mean “would have received at the time of such termination if no deductions had been made in respect of short-time”.

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

(3) Die kennisgewing voorgeskryf in subklousule (1), kan op enige werkdag geskied en is van krag vanaf die dag waarop dit gegee word; met dien verstande—

- (a) dat die kennisgewingstermyn nie mag saamval nie met, en kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof kragtens klousule 7 van hierdie Hoofstuk of enige tydperk van militêre opleiding;
- (b) dat kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof ingevolge klousule 42 van Hoofstuk I van hierdie Ooreenkoms.

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

HOOFSTUK IV

MOTORINGENIEURSIKRIGTINGS

KLOUSULE 1.—TOEPASSINGSBESTEK

(1) (a) Die bepalings van hierdie Hoofstuk en dié klousules van Hoofstuk I wat in onderstaande lys in hierdie subklousule voorkom, is, behoudens andersluidende bepalings in hierdie Hoofstuk, van toepassing op motoringenieursinrigtings wat as sodanig by die Raad geregistreer is:—

Lys

- Klousule 3—Woordomskrywing (behoudens die bepalings van klousule 3 van hierdie Hoofstuk).
- Klousule 4—Vrystellings.
- Klousule 6—Administrasie van Ooreenkoms.
- Klousule 8—Registrasie van werkgever.
- Klousule 9—Vertoning van Ooreenkoms en opklap van kennisgewings.
- Klousule 10—Tyd- en loonregister.
- Klousule 11—Uitgawes van die Raad.
- Klousule 16—Veronderstellings.
- Klousule 17—Besigheidsure.
- Klousule 18—Reistoelae.
- Klousule 20—Verandering van diensvoorwaardes.
- Klousule 21—Fietstoelae.
- Klousule 23—Buitewerk.
- Klousule 24—Stukwerk en kommissie werk.
- Klousule 25—Lys B en C-lone.
- Klousule 26—Differensiële lone en verbode indiensneming.
- Klousule 27—Bestuur van motorvoertuie.
- Klousule 29—Gewone werkure.
- Klousule 30—Bepalings betreffende oortydwerk en werk op Sondae.
- Klousule 32—Korttyd.
- Klousule 33—Spesiale bepalings betreffende wagte.
- Klousule 34—Ontwikkelingsfonds vir die Motornywerheid.
- Klousule 34(A)—MICWU-ontwikkelingsfonds.
- Klousule 35—Verhuring en onderverhuring van persele.
- Klousule 36—Diensbeëindiging.
- Klousule 38—Werkende werkgevers en vennote.
- Klousule 39—Indiensneming van persone jonger as 15 jaar.
- Klousule 41—Los arbeiders.
- Klousule 42—Siekteverlof.
- Klousule 43—Verbod op sessie van voordele.
- Klousule 44—Los winkelassistente/verkopers, klerke en aflosklerke.

(b) Die bepalings van klousules 2 (Toepassingsbestek), 7 (Agente), 13 (Vakverenigingsarbeid) en 40 (Verteenwoordigers van werknemers in die Raad) van Hoofstuk I van hierdie Ooreenkoms is van toepassing op motoringenieursinrigtings wat as sodanig by die Raad geregistreer is.

(2) Die bepalings van daardie klousules van Hoofstuk I wat nie in subklousule (1) van hierdie klousule genoem word nie, is nie op werkwinkelwerknemers en motoringenieursinrigtings wat as sodanig by die Raad geregistreer is, van toepassing nie.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die bepalings van Hoofstuk I in verband met bakkouassistente, B/A-vakmanne, herstelwinkelassistente en stropers, nie op motoringenieursinrigtings wat as sodanig by die Raad geregistreer is, van toepassing nie.

(3) The notice prescribed in sub-clause (1) may be given on any work day and shall take effect from the day on which it is given, provided that—

- (a) the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of Clause 7 of this Chapter or any period of military training;
- (b) notice shall not be given during an employee's absence on sick leave granted in terms of Clause 42 of Chapter I of this Agreement.

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

CHAPTER IV

AUTOMOTIVE ENGINEERING ESTABLISHMENTS

CLAUSE 1.—SCOPE OF APPLICATION

(1) (a) The provisions of this Chapter, and the clauses of Chapter I which are listed in the Schedule to this sub-clause shall, save where otherwise provided in this Chapter, apply to automotive engineering establishments registered as such by the Council:—

Schedule

- Clause 3—Definition (subject to the provisions of Clause 3 of this Chapter).
- Clause 4—Exemptions.
- Clause 6—Administration of Agreement.
- Clause 8—Registration of Employers.
- Clause 9—Exhibition of Agreement and Posting of Notices.
- Clause 10—Time and Wages Register.
- Clause 11—Expenses of the Council.
- Clause 16—Presumptions.
- Clause 17—Trading Hours.
- Clause 18—Travelling Allowances.
- Clause 20—Change in Conditions of Employment.
- Clause 21—Bicycle Allowance.
- Clause 23—Out-work.
- Clause 24—Piece-work and Commission Work.
- Clause 25—Schedule B and C Wages.
- Clause 26—Differential Rates of Wages and Prohibited Employment.
- Clause 27—Driving of Motor Vehicles.
- Clause 29—Ordinary Hours of Work.
- Clause 30—Provisions relating to Overtime, and work on Sundays.
- Clause 32—Short-time.
- Clause 33—Special Provisions Relating to Watchmen.
- Clause 34—Motor Industry Development Fund.
- Clause 34 (A)—MICWU Development Fund.
- Clause 35—Letting and sub-Letting Premises.
- Clause 36—Termination of Services.
- Clause 38—Working Employers and Partners.
- Clause 39—Employment of Persons under the Age of Fifteen Years.
- Clause 41—Casual Labourers.
- Clause 42—Sick Leave.
- Clause 43—Prohibition of Cession of Benefits.
- Clause 44—Casual Shop Assistants/Salesmen, Clerical Employees and Relief Clerical Employees.

(b) The provisions of Clauses 2 (Scope of Application), 7 (Agents), 13 (Trade Union Labour) and 40 (Employees' Representatives on the Council) of Chapter I of this Agreement shall apply to automotive engineering establishments registered as such by the Council.

(2) The provisions of those clauses of Chapter I which are not specified in sub-clause (1) of this clause, shall not apply to workshop employees in automotive engineering establishments registered as such by the Council.

(3) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I relating to body shop assistants, B/A journeymen, repair shop assistants and strippers shall not apply to automotive engineering establishments registered as such by the Council.

(4) Waar die bepalings van Hoofstukke I en IV in verband met alle sake betreffende werkwinkelwerknemers, strydig met mekaar is, het die bepalings van Hoofstuk IV voorkeur en is dit van toepassing.

(5) Ondanks andersluidende bepalings in hierdie Hoofstuk, is die bepalings van Hoofstuk I op kantoor-, voorraad-, verkoops- en klerklike werknemers van toepassing.

KLOUSULE 2.—REGISTRASIE VAN BEDRYFSINRIGTINGS

(1) 'n Werkgewer wat betrokke is in motoringenieurswerk soos in klousule 3 van Hoofstuk I van hierdie Ooreenkoms voorgeskryf, moet, indien hy enigeen van of al die grade arbeiders wat in klousule 3 van hierdie Hoofstuk bedoel word, in diens wil neem, deur tussenkoms van die streekraad wat regsag het, op die vorm wat die Raad mag voorskryf, by die Raad aansoek doen om as 'n motoringenieursinrigting geregistreer te word.

(2) Die Raad kan, na oorweging van sodanige aansoek, die betrokke bedryfsinrigting na sy goedvinde registreer vir dié tydperk en op dié voorwaardes wat hy mag bepaal en moet 'n sertifikaat met daardie strekking uitreik waarin onder andere gespesifiseer word watter grade werknemers deur daardie bedryfsinrigting in diens geneem mag word.

(3) Die Raad kan 'n sertifikaat wat kragtens subklousule (2) van hierdie klousule uitgereik is, te eniger tyd intrek of die voorwaardes daarvan wysig, en die werkgewer moet, wanneer hy skriftelik daartoe versoek word, die sertifikaat binne tien dae na ontvangs van sodanige skriftelike kennisgewing aan die Raad terugbesorg.

(4) 'n Werkgewer wie se bedryfsinrigting nie as 'n motoringenieursinrigting ingevolge hierdie klousule geregistreer is nie, mag nie een van die grade werknemers wat in klousule 3 van hierdie Hoofstuk omskryf word, in diens neem nie, en 'n werkgewer wat 'n registrasiesertifikaat besit wat ooreenkomstig hierdie Hoofstuk uitgereik is, mag te eniger tyd ander grade werknemers as dié wat in sodanige sertifikaat gespesifiseer word, vir motoringenieurswerkzaamhede in diens neem nie.

KLOUSULE 3.—WOORDOMSKRYWING

(1) Ondergenoemde uitdrukkings, het vir die toepassing van hierdie Hoofstuk die betekenis wat in klousule 3 van Hoofstuk I van hierdie Ooreenkoms aan hulle gegee word—

„Vakleerling”; „Motingenieurswerk”; „Raad”; „Bedryfsinrigting”; „Vakman”; „Vakmanswerk”; „Gekwalifiseerde Inspuituitrustingshersteller”; „Kantoor-, Voorraad-, Verkoops- en Klerklike werknemer”; „Korttyd”; „Ongekwalfiseerde Inspuituitrustingshersteller”; „Loon”; „Week”; „Werkwinkelwerknemer”.

(2) „Enjinstroper” beteken 'n werknemer wat hoofsaaklik of uitsluitlik motorvoertuigenjins en/of samestellende dele van motorvoertuigenjins uitmekaarhaal en wat ook metaalspuitwerk en/of die hermetisering van laers kan verrig.

(OPMERKING.—'n Enjinstroper mag nie volledige enjins van onderstelle verwyder nie behalwe in dié mate soos aangeteken op die registrasiesertifikaat wat ingevolge hierdie Hoofstuk aan 'n werkgewer uitgereik is.)

(3) „Werkmanmasjins, gekwalifiseer”, beteken 'n werknemer in 'n geregistreerde motoringenieursinrigting wat hoofsaaklik of uitsluitlik die volgende verrig en vir meer as een jaar verrig het—

(a) Een of twee, maar nie meer as twee nie, van die volgende enkeldoelmasjiene stel en bedien—

krukassilyper;
silinderboormasjiene en -slyper;

dryfstangopknappingsmasjiene;

en wat in die loop van sodanige stelwerk en bediening dié presisiemeetinstrumente gebruik wat gewoonlik op of met sodanige masjiene gebruik word;

(OPMERKING.—Vir die toepassing van hierdie omskrywing kan afsonderlike boor- en slypmasjiene as een enkeldoelmasjiene beskou word.)

(b) oppervlakke van silinderkoppe en -blokke slyp;
klephervallakingsmasjiene bedien;

klepbeddings afwerk;

klepleiers verwyder en terugplaas;

klepinlaatbeddings inpas maar nie maak nie;

leiers ruil;

uitdypproppe en heliese spoel pas;

kleppe fynslyp of slyp;

Silinderkoppe monteer, uitgesonderd nokasse en laers aan bonokaseniens.

(4) „Werkmanmasjins, ongekwalifiseer”, beteken 'n werkmanmasjins met hoogstens een jaar ondervinding.

KLOUSULE 4.—BETALING VAN VERDIENSTE

(1) Alle verdienste moet, behoudens die bepalings van subklousule (2) van hierdie klousule, weekliks of maandeliks, na gelang van die geval, betaal word.

(4) Where the provisions of Chapters I and IV are in conflict, in all matters relating to workshop employees the provisions of Chapter IV shall obtain and have preference.

(5) Notwithstanding anything to the contrary contained in this Chapter the provisions of Chapter I shall apply to office, stores, sales and clerical employees.

CLAUSE 2.—REGISTRATION OF ESTABLISHMENTS

(1) Any employer engaged in automotive engineering as defined in Clause 3 of Chapter I of this Agreement shall, if he wishes to employ any or all of the grades of labour referred to in Clause 3 of this Chapter make application to be registered as an automotive engineering establishment to the Council through the Regional Council having jurisdiction in such form as the Council may prescribe.

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

(3) The Council may at any time withdraw or vary the terms of a certificate issued under sub-clause (2) of this clause, and the employer shall when so required in writing return the certificate to the Council within 10 days after receipt of such written notification.

(4) An employer whose establishment is not registered as an automotive engineering establishment in terms of this clause, may not employ any of the grades of labour defined in Clause 3 of this Chapter, and an employer who holds a registration certificate issued in terms of this Chapter shall at no time employ on automotive engineering activities any grades of labour other than those specified in such certificate.

CLAUSE 3.—DEFINITIONS

(1) The undermentioned expressions shall for the purpose of this Chapter have the meanings assigned to them in Clause 3 of Chapter I of this Agreement—

„Apprentice”; „Automotive engineering”; „Council”; „Establishment”; „Journeyman”; „Journeyman's work”; „Qualified Injection Equipment Repairer”; „Office, Stores, Sales and Clerical employee”; „Short-time”; „Unqualified Injection Equipment Repairer”; „Wage”; „Week”; „Workshop employee”.

(2) „Engine stripper” means an employee engaged mainly or exclusively in dismantling motor vehicle engines and/or motor vehicle engine components and who may also carry out metal spraying and/or remounting of bearings.

NOTE.—Except to the extent noted on the certificate of registration issued to an employer in terms of this Chapter an engine stripper may not remove complete engines from chassis.

(3) „Operative machinist, qualified”, means an employee in a registered automotive engineering establishment who is engaged and has been engaged for more than one year, mainly or exclusively on—

(a) setting and operating one or two, but not more than two of the following single purpose machines—

crankshaft grinder;
cylinder borer and honer;

conrod reconditioning machine;

and who may in the course of such setting and operating use precision measuring instruments commonly used on or with such machines;

NOTE.—For the purpose of this definition separate boring and honing machines may be regarded as one single-purpose machine.

(b) surface grinding cylinder heads and blocks;
operative valve refacing machines;

dressing valve seats;

removing and replacing valve guides;

filing but not making valve seat inserts;

reaming guides;

filing welsch plugs and helicoils;

lapping or grinding valves;

assembling cylinder heads other than camshafts and bearings on overhead camshaft engines.

(4) „Operative machinist, unqualified”, means an operative machinist who has had not more than one year's experience.

CLAUSE 4.—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) Werknemers wat weekliks besoldig word, moet die verdienste wat in subklousule (1) bedoel word, in kontant betaal word—

(i) op enige werkdag, uitgesonderd Saterdag, wat na goedvinde van die werkgewer bepaal moet word, en wel op 'n tyd bepaal in die kennisgewing wat in paragraaf (b) van klousule 9 van Hoofstuk I bedoel word; met dien verstande dat sodanige tyd so bepaal moet word dat weekliks besoldigde werknemers nie later nie as 15 minute voor hul gewone sluitingstyd betaal word; of

(ii) by diensbeëindiging as dit voor die gewone betaaldag van die betrokke werknemer plaasvind.

(b) Werknemers wat maandeliks besoldig word, moet die verdienste wat in subklousule (1) bedoel word, in kontant of per tjek betaal word voor of op die laaste werkdag van die maand of by diensbeëindiging as dit voor die gewone betaaldag van die betrokke werknemer plaasvind.

(c) 'n Werkgewer wat die dag waarop die verdienste van sy werknemers betaal word, wil verander, moet sy werknemers van sy voorneme om hierdie dag te verander, in kennis stel deur minstens 14 dae voordat die verandering plaasvind, 'n geskikte kennisgewing in 'n opvallende plek op sy perseel te vertoon.

(3) Alle verdienste moet aan die werknemers oorhandig word in verseelde houe waarop, of wat vergesel gaan van 'n staat waarop, die volgende gemeld word—

- (a) Die naam van die werkgewer;
- (b) die naam van die werknemer;
- (c) die datum van betaling;
- (d) die tydperk ten opsigte waarvan die bedrag betaal word;
- (e) die getal gewone en oortydure gewerk en die verdienste wat verskuldig is;
- (f) besonderhede van bedrae wat afgetrek is;
- (g) die bedrag wat ingesluit is; en
- (h) in die geval van ander werknemers as vakmanne, enige bedrag wat as verlofbesoldiging verskuldig is ingevolge subklousule (1) van Afdeling B van klousule 6.

(4) Daar mag van geen werknemer vereis word om as deel van sy dienskontrak by sy werkgewer of op 'n plek wat deur die werkgewer aangewys is, in te woon en/of te loseer of om goedere van die werkgewer te koop nie.

(5) Behoudens andersluidende bepalings van hierdie Ooreenkoms, mag geen bedrag hoegenaamd, uitgesonderd die volgende, by wyse van skuldvergeliking of andersins van die verdienste waarop 'n werkgewer gewoonlik geregtig is, afgetrek word nie:—

- (a) Behoudens die bepalings van klousule 6 van hierdie Hoofstuk, waar 'n werknemer van sy werk afwesig is (uitgesonderd afwesigheid weens verlof met betaling), 'n bedrag wat eweredig is aan sodanige afwesigheid, bereken op grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkdure ten tyde van sodanige afwesigheid ontvang het; met dien verstande dat—
 - (i) waar sodanige afwesigheid te wyte is aan ongeskiktheid of siekte wat binne die bestek van die Ongevalwet, 1941, val, die bedrag wat ten opsigte van die eerste week afwesigheid afgetrek word, nie meer as 70 persent van die werknemer se loon mag beloop nie;
 - (ii) die werkgewer as 'n opskortende voorwaarde vir die betaling van 'n bedrag ingevolge voorbehoudsbepaling (i) van die werknemer kan vereis om 'n mediese sertifikaat in te dien waarop die aard en duur van die werknemer se ongeskiktheid gemeld word.
- (b) Behoudens die bepalings van klousule 6 van hierdie Hoofstuk en met die skriftelike toestemming van die werknemer, waar sodanige fondse nie deur 'n streekraad of die Raad geadministreer word nie, bedrag vir vakansie-, versekerings-, voorsorgs- en/of pensioenfondse.
- (c) Met die skriftelike toestemming van die werknemer en van die streekraad of die Raad, bedrae ten opsigte van tee-, sport- en dergelike klubs, of aankope deur werknemers van hul werkgewers.
- (d) Bydraes tot die fondse van die Raad ingevolge klousule 11 van Hoofstuk I en bydraes tot 'n siektebystands-, voorsorgs- en/of pensioenfonds wat deur 'n streekraad of die Raad geadministreer word.
- (e) Waar 'n werkgewer volgens wet of op bevel van 'n bevoegde hof 'n bedrag vir of namens 'n werkgewer moet betaal, kan 'n bedrag wat aldus betaal is, afgetrek word.
- (f) Waar 'n werknemer daarmee instem of waar daar ingevolge die Bantoes (Stedelike Gebiede) Konsolidasiewet, 1945, soos gewysig, of die Bantoe-arbeid Regelingswet, 1911, van hom vereis word om etes en/of huisvesting van sy werkgewer aan te neem, kan 'n bedrag van hoogstens R1.20 per week wanneer etes en huisvesting verskaf word, of 'n bedrag van hoogstens 80c per week wanneer slegs etes verskaf word, of 40c per week wanneer slegs huisvesting verskaf word, afgetrek word.

(2) (a) Weekly paid employees shall be paid the earnings referred to in sub-clause (1) in cash—

- (i) on any week-day except Saturday at the discretion of the employer and at the time stipulated in the notice referred to in paragraph (b) of Clause 9 of Chapter I; provided that that time shall be such as to permit of all weekly paid employees having been paid by not later than 15 minutes before their ordinary stopping time; or
- (ii) on termination of employment if this takes place before the ordinary pay-day of the employee concerned.

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

(c) An employer who wishes to change the day on which earnings are paid to his employees must notify his employees of his intention to change this day by displaying at least 14 days before the change takes place a suitable notice in a prominent place on his premises.

(3) All earnings shall be handed to employees in sealed containers on which shall be reflected, or which shall be accompanied by a statement showing—

- (a) the name of the employer;
- (b) the name of the employee;
- (c) the date of payment;
- (d) the period in respect of which payment is made;
- (e) the number of ordinary and overtime hours worked and the earnings due;
- (f) details of any deductions which have been made;
- (g) the amount enclosed; and
- (h) in the case of employees other than journeymen, any amount due as leave pay in terms of sub-clause (1) of Section B of Clause 6.

(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 6 of this Chapter, 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; provided that—
 - (i) where such absence is due to a disablement or an illness falling within the scope of the Workmen's Compensation Act, 1941, the deduction shall in respect of the first week of absence, not exceed 70 per cent of the employee's wage;
 - (ii) an employer may as a condition precedent to the payment in terms of proviso (i) of any amount, require the employee to produce a medical certificate stating the nature and duration of the employee's incapacity.
- (b) Subject to the provisions of Clause 6 of this Chapter, 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 Council, deductions in respect of tea, sports and similar clubs, or purchases by employees from their employers;
- (d) Contributions to Council funds in terms of Clause 11 of Chapter I and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council;
- (e) Where an employer is legally, or by order of a competent Court, required to make a 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 Bantu (Urban Areas) Consolidation Act, 1945, as amended, or the Bantu Labour Act, 1964, to accept board and/or lodging from his employer a deduction not exceeding R1.20 per week when board and lodging is provided, or not more than 80 cents per week for board only, or 40 cents per week for lodging only;

(g) Ledegelde vir die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association en die Motor Industry Combined Workers' Union, ingevolge klousule 5 van hierdie Hoofstuk, of ledegelde vir die ander geregistreerde vakverenigings wat 'n streekraad of die Raad goedkeur, kan afgetrek word.

(6) Elke werknemer moet, indien sy werkgever dit van hom vereis, by ontvangs van sy verdienste 'n skriftelike kwitansie daarvoor gee.

KLOUSULE 5.—LEDEGELDE VIR DIE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, DIE MOTOR INDUSTRY COMBINED WORKERS' UNION, DIE MOTOR INDUSTRY STAFF ASSOCIATION EN DIE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION

(1) (a) Elke werkgever wat lid van die South African Motor Industry Employers' Association en/of South African Vehicle Builders' and Repairers' Association is, moet van die loon van elkeen van sy betrokke werknemers die bedrag aan ledegelde aftrek wat deur sodanige werknemers aan die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association of die Motor Industry Combined Workers' Union betaalbaar is, en moet die bedrag aldus afgetrek, saam met die vorms wat deur die bevoegde streekraad voorgeskryf is, aan die sekretaris van die betrokke streekraad stuur en wel voor of op die 10de dag van die maand wat volg op dié waarop die ledegelde betrekking het.

(b) 'n Werkgever wat deur die streekraad skriftelik in kennis gestel is dat een of meer van sy werknemers agterstallig is met ledegelde vir die Motor Industry Employees' Union of South Africa of die Motor Industry Combined Workers' Union of met toetredingsgelde, moet sodanige agterstallige gelde teen hoogstens R4.00 per werknemer aftrek van die besoldiging wat aan sodanige werknemer verskuldig is en moet bedrae wat aldus afgetrek is, regstreeks aan die betrokke streekraad stuur.

(2) Elke werkgever wat lid van die South African Motor Industry Employers' Association is, moet, tensy hy sodanige ledegelde regstreeks aan genoemde Vereniging betaal het, voor of op die tiende dag van elke maand een twaalfde van sy jaarlikse ledegeld wat aan genoemde Vereniging betaalbaar is, aan die sekretaris van die betrokke streekraad stuur saam met die vorm wat deur die bevoegde streekraad voorgeskryf word.

(3) Ledegelde wat die Raad ooreenkomstig die bepalinge van subklousules (1) en (2) van hierdie klousule namens die South African Motor Industry Employers' Association, die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association en die Motor Industry Combined Workers' Union ontvang, moet voor of op die tiende dag van die maand wat volg op dié waarin die ledegelde ontvang is, aan daardie organisasies betaal word.

KLOUSULE 6.—JAARLIKSE VERLOF

Woordomskrywing

Vir die toepassing van hierdie klousule—

(1) beteken „verlofsiklus” die tydperk waarin 'n werknemer drie weke verlof ingevolge subklousule (1) van Afdeling A van hierdie klousule verdien;

(2) word die uitdrukkings „diens” en „skof” geag die volgende in te sluit:—

(a) Skofte wat van korter duur is as dié wat ooreenkomstig hierdie Hoofstuk toegelaat word, omdat—

- (i) die werknemer laat op sy werkplek aangekom het maar nie later as 'n halfuur nie; of
- (ii) daar korttyd gewerk word; of
- (iii) sodanige korter skofte met die toestemming van die werkgever gewerk is;

(b) skofte wat die betrokke werknemer gewoonlik sou gewerk het maar nie gewerk het nie omdat hy—

- (i) met verlof met besoldiging kragtens hierdie Ooreenkoms afwesig was;
- (ii) opleiding ingevolge die Verdedigingswet, 1957 (Wet No. 44), moes ondergaan tot 'n maksimum van vier maande per jaar;
- (iii) van sy werk afwesig was op las of op versoek van sy werkgever;
- (iv) weens siekte of 'n ongeluk van sy werk afwesig was vir 'n tydperk van altesaam hoogstens dertig dae in 'n verlofsiklus;
- (v) van sy werk afwesig was op die openbare vakansiedae wat in klousule 7 van hierdie Hoofstuk bedoel word;

met dien verstande dat 'n werknemer wat sy diens na die verstryking van sy jaarlikse verlof beëindig deur te dros, geen eis ten opsigte van paragraaf (2) (b) (i) hierbo het nie;

(g) Subscriptions to the Motor Industry Employees' Union of South Africa, the Motor Industry Staff Association and the Motor Industry Combined Workers' Union, in terms of Clause 5 of this Chapter, or to such other registered trade unions as may be approved by a Regional Council or the Council.

(6) Each employee shall, if so required by his employer, upon receiving payment of his earnings, acknowledge receipt thereof in writing.

CLAUSE 5.—SUBSCRIPTIONS TO THE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, THE MOTOR INDUSTRY COMBINED WORKERS' UNION, THE MOTOR INDUSTRY STAFF ASSOCIATION AND THE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION

(1) (a) Every employer who is a member of the South African Motor Industry Employers' Association and/or South African Vehicle Builders' and Repairers' Association shall deduct from the wages of each of his employees concerned the amount of the subscriptions payable by such employees to the Motor Industry Employees' Union of South Africa, the Motor Industry Staff Association or the Motor Industry Combined Workers' Union and shall forward the amount thus deducted with the form prescribed by the Regional Council having jurisdiction to the Secretary of the Regional Council concerned, not later than the 10th day of the month following the month to which the subscriptions relate.

(b) An employer who has been notified in writing by a Regional Council that one or more of his employees is in arrears with Motor Industry Employees' Union of South Africa or Motor Industry Combined Workers' Union subscriptions or entrance fees shall deduct such arrears up to an amount not exceeding R4 per employee from remuneration due to such employee, and shall forthwith remit any amounts so deducted to the Regional Council concerned.

(2) Every employer who is a member of the South African Motor Industry Employers' Association shall not later than the 10th day of each month, unless he had paid such subscriptions direct to the said Association, forward to the Secretary of the Regional Council having jurisdiction, one-twelfth of his annual subscriptions payable to the said Association with the prescribed form.

(3) Subscriptions received by the Council in accordance with the provisions of sub-clauses (1) and (2) of this clause on behalf of the South African Motor Industry Employers' Association, the Motor Industry Employees' Union of South Africa, the Motor Industry Staff Association and the Motor Industry Combined Workers' Union, shall be paid to those organisations by not later than the 10th day of the month following that during which the subscriptions were received.

CLAUSE 6.—ANNUAL LEAVE

Definitions

For the purpose of this clause—

(1) “leave cycle” shall mean the period during which an employee earns three weeks' leave in terms of sub-clause (1) of Section A of this clause;

(2) the terms “employment” and “shift” shall be deemed to include—

(a) Shifts which are of shorter duration than those permitted in terms of this Chapter 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 because he was—

- (i) absent on paid leave in terms of this Agreement;
- (ii) undergoing training in terms of the Defence Act, 1957 (Act No. 44), to the extent of a maximum period of four months 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 leave cycle;
- (v) absent from work on any of the public holidays referred to in Clause 7 of this Chapter;

provided that an employee who, after the expiration of his annual leave, ends his employment by desertion, shall have no claim in respect of paragraph (2) (b) (i) above;

- (3) „besoldiging” beteken 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus enige bonus wat gereeld aan die werknemer betaal word, en die bedrag van sodanige bonus word geag die gemiddelde bedrag te wees wat 'n werknemer ontvang het of wat hom toegekome het ten opsigte van die tydperk van dertien weke onmiddellik voor die datum waarop die werknemer met sy jaarlikse verlof gaan of sy diens beëindig of, as daar 'n tydperk van minder as dertien weke gewerk is, die gemiddelde bedrag wat 'n werknemer ten opsigte van die getal voltooië weke wat hy werklik gewerk het, ontvang het of wat hom toegekome het.

OPMERKING.—Die res van hierdie klousule word soos volg in vier afdelings verdeel:—

- Afdeling A* wat handel oor jaarlikse verlof en onder andere sulke sake bepaal soos wie op jaarlikse verlof geregtig is, die tydperk van die jaarlikse verlof wat aan werknemers verleen moet word, wanneer verlof verskuldig word, die berekening van verlofbesoldiging, ensovoorts;
Afdeling B wat bepalinge betreffende opgelope verlofbesoldiging bevat;
Afdeling C wat bepalinge betreffende addisionele vakansiebesoldiging bevat;
Afdeling D wat bepalinge betreffende die administrasie van 'n „gebeurlikheidsreserwe” bevat.

AFDELING A.—JAARLIKSE VERLOF

(1) Drie weke jaarlikse verlof met volle besoldiging moet verleen word aan vakleerlinge, kwekelinge wat ingevolge die Wet op Opleiding van Ambagsmanne opleiding ontvang en alle werknemers vir wie lone of besoldiging in hierdie Hoofstuk van die Ooreenkoms voorgeskryf word en wat sedert die datum van indiensneming of vanaf die datum waarop die vorige jaarlikse verlof verskuldig geword het, naamlik die jongste datum, die tydperk ononderbroke diens wat in die bylae van hierdie subklousule gemeld word, by dieselfde werkgever voltooi het.

Bylae

- (a) Weekliks besoldigde werknemers, uitgesonderd wagte: 261 skofte, uitgesonderd oortydwerk.
 (b) Wagte en maandeliks besoldigde werkers: 12 maande.
 (2) Die jaarlikse verlof is verskuldig sodra 'n werknemer die kwalifiserende tydperk wat in subklousule (1) van hierdie afdeling gemeld word, voltooi het, maar dit kan voordat of nadat dit verskuldig geword het, geneem word as—

- (a) die werkgever se besigheid dit vereis; of
 (b) die werkgever en die werknemer aldus ooreenkom;
 met dien verstande dat die jaarlikse verlof onder geen omstandighede meer as twee maande voor die datum waarop dit verskuldig word, geneem mag word nie of vir meer as vier maande na die datum waarop dit verskuldig geword het, uitgestel mag word nie tensy die betrokke werknemer en werkgever voor die verstryking van sodanige tydperk van vier maande skriftelik daartoe ooreengekom het, en sodanige verlof mag nie vir langer as ses maande na die datum waarop dit verskuldig geword het, uitgestel word nie.

(3) Die betaling vir jaarlikse verlof word, behoudens die bepalinge van subklousule (1) van hierdie Afdeling, bereken teen die besoldiging wat die werknemer ontvang het op die datum waarop hy met sy jaarlikse verlof gaan en moet deur die werkgever aan hom betaal word op die laaste werkdag voor die begin van sy verlof.

(4) Indien enigeen van die openbare vakansiedae met besoldiging wat in klousule 7 (1) van hierdie Hoofstuk bedoel word, op 'n werkdag binne die verloftydperk van 'n werknemer val, moet die werkgever of—

- (a) een werkdag met volle betaling by genoemde verloftydperk voeg ten opsigte van elke sodanige openbare vakansiedag met besoldiging; of
 (b) aan die betrokke werknemer een gewone dag se besoldiging in plaas van verlof betaal op die betaadag onmiddellik na sodanige werknemer se verloftydperk.

(5) (a) Die jaarlikse verlof mag nie met 'n tydperk wat die werknemer kennis van diensbeëindiging ontvang het en ook nie met 'n tydperk wat 'n werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan, saamval nie tensy die werknemer skriftelik aldus versoek het.

(b) Enige tydperk wat 'n werknemer met siekteverlof is soos in Klousule 42 van Hoofstuk I van hierdie Ooreenkoms voorgeskryf, word nie as deel van sodanige werknemer se jaarlikse verlof beskou nie.

(6) Geen werknemer mag gedurende sy verloftydperk sy gewone beroep beoefen nie, en geen werknemer mag van 'n werknemer vereis of hom wetens toelaat om werk in die Nywerheid gedurende sy verloftydperk te verrig nie.

- (3) “remuneration” means an employee's wages as defined in this Agreement plus any bonus regularly paid to the employee, the amount of such bonus being deemed to be the average amount received by or accrued to an employee in respect of the period of 13 weeks immediately preceding the date the employee goes on annual leave or terminates his employment, or if a period of less than 13 weeks has been worked the average amount received by or accrued to an employee in respect of the number of complete weeks actually worked.

NOTE.—The remainder of 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 which contains provisions relating to Additional Holiday Pay;

Section D which contains provisions for the administration of a “Contingency Reserve”.

SECTION A—ANNUAL LEAVE

(1) Three weeks annual leave on full pay shall be granted to apprentices, trainees undergoing training under the Training of Artisans Act, and to all employees for whom wages or remuneration are prescribed in this Chapter of the Agreement 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 period of continuous employment set out in the Schedule to this sub-clause.

Schedule

- (a) Weekly paid employees other than watchmen: 261 shifts excluding overtime.
 (b) Watchmen and monthly paid employees: 12 months.

(2) 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 employers's business so require; or
 (b) the employer and the employee so agree;

provided that annual leave shall in no circumstances be taken more than two months before due date, or delayed for more than four months after due date unless the employee and the employer concerned have, before the expiry of such period of four months, agreed thereto in writing, and shall not be delayed by more than six months after due date.

(3) Subject to sub-clause (1) of this Section pay for annual leave shall be calculated at the rate of remuneration which the employee is receiving at the date on which he proceeds on his annual leave and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(4) If any of the paid public holidays referred to in Clause 7 (1) of this Chapter falls on a working day within the period of leave of an employee the employer shall either—

- (a) add one working day on full pay to the said period of leave in respect of each such paid public holiday; or
 (b) pay to the employee in question one normal day's pay in lieu of leave on the pay day immediately following such employee's period of leave.

(5) (a) Annual leave shall not be concurrent with any period during which the employee is under notice of termination of employment, nor unless the employee so requests in writing, with any period during which an employee is undergoing military training in terms of the Defence Act, 1957.

(b) Any period during which an employee is on sick leave as prescribed in Clause 42 of Chapter I of this Agreement, shall not be regarded as part of such employee's annual leave.

(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) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrae by wyse van skuldvergelyking ten opsigte van gelde wat aan die werkgewer verskuldig mag wees, van die verlofbesoldiging afgetrek word nie.

(8) By die beëindiging van die diens van 'n werknemer wat ooreenkomstig subklousule (1) van hierdie Afdeling vir sy jaarlikse verlof gekwalifiseer het maar aan wie die verlof nog nie verleen is nie of wat hy nog nie geneem het nie op die datum van sodanige diensbeëindiging, moet die werkgewer hom 'n bedrag aan verlofbesoldiging betaal wat bereken is ooreenkomstig die bepalings van subklousule (1) van Afdeling B van hierdie klousule.

(9) 'n Werkgewer kan sy bedryfsinrigting ter eniger tyd, maar nie meer as een maal in 'n tydperk van twaalf agtereenvolgende maande nie, sluit vir die doel om aan sy werknemers die jaarlikse verlof te verleen soos in hierdie klousule voorgeskryf, en waar 'n werknemer op die datum waarop die bedryfsinrigting sluit, nie op die volle voorgeskrewe jaarlikse verloftydperk geregtig is nie, moet die werkgewer 'n bedrag wat bereken is op die grondslag soos in subklousule (1) van Afdeling B van hierdie klousule bepaal, aan hom betaal asof sy diens beëindig is, plus besoldiging ten opsigte van openbare vakansiedae met besoldiging wat binne die tydperk val wat die bedryfsinrigting gesluit is en wat ingevolge subklousule (4) van hierdie Afdeling by 'n werknemer se jaarlikse verlof gevoeg moet word, en sodanige besoldiging moet minstens dié wees wat hy gewoonlik vir sy gewone werkure op daardie dag van die week sou ontvang het.

AFDELING B.—OPGELOPE VERLOFBESOLDIGING

(1) 'n Werknemer wat ontslaan word of sy diens verlaat voordat hy vir die jaarlikse verlof ingevolge subklousule (1) van Afdeling A van hierdie klousule gekwalifiseer het, is, behoudens die bepalings van subklousule (3) van hierdie Afdeling en die voorbehoudsbepaling by die omskrywing van „skof” in subklousule (2) van hierdie klousule, geregtig op opgelope verlofbesoldiging gelyk aan 3/52stes van een week se besoldiging vir elke voltooië week diens (d.w.s. vyf skofte) vanaf die datum waarop hy by die werkgewer begin werk het of vanaf die datum waarop sy verlof laas verskuldig geword het, naamlik die jongste datum.

(2) (a) In die geval van alle werknemers, uitgesonderd vakmanne, gekwalifiseerde inspuittuistingsherstellers en gekwalifiseerde werkmanmasjiniste, moet die opgelope verlofbesoldiging wat in subklousule (1) van hierdie Afdeling bedoel word, by diensbeëindiging regstreeks aan die werknemer betaal word.

(b) In die geval van vakmanne, gekwalifiseerde inspuittuistingsherstellers en gekwalifiseerde werkmanmasjiniste mag die opgelope verlofbesoldiging nie aan die werknemer oorhandig of deur hom geneem word nie maar moet dit onmiddellik by diensbeëindiging deur die werkgewer aan die sekretaris van die streekraad wat regsmag het, gestuur word.

(c) Wanneer 'n werkgewer 'n bedrag ingevolge paragraaf (b) van hierdie subklousule betaal, moet hy 'n verlofbesoldigingsbewys in die vorm voorgeskryf in Aanhangsel C van hierdie Ooreenkoms, in viervoud invul. Hy moet een kopie in sy besit hou, een kopie aan die sekretaris van die betrokke streekraad stuur en die ander twee kopieë aan die betrokke werknemer oorhandig wat dit onmiddellik moet onderteken en een kopie aan die sekretaris van die streekraad moet stuur en die ander kopie moet bewaar vir die toepassing van paragraaf (d) van hierdie subklousule.

(d) Waar 'n vakman, gekwalifiseerde inspuittuistingshersteller of gekwalifiseerde vakmanmasjinis wat uit sy diens ontslaan is of dit verlaat het voordat hy vir die jaarlikse verlof gekwalifiseer het, by 'n ander werkgewer in die Motornywerheid in diens tree, is die volgende bepalings van toepassing:—

(i) Die werknemer moet aan die nuwe werkgewer die kopieë van die verlofbesoldigingsbewyse oorhandig wat deur vorige werkgewers in die Motornywerheid aan hom uitgereik is en wat hy ingevolge paragraaf (c) van hierdie subklousule bewaar het.

(ii) Die werknemer se verlof word verskuldig wanneer hy by die nuwe werkgewer 'n getal skofte of 'n tydperk gewerk het wat gelyk is aan dié voorgeskryf in die bylae van subklousule (1) van Afdeling A van hierdie klousule, min die totaal van die skofte of tydperke gemeld in die kopieë van die verlofbesoldigingsbewyse wat hy aan die nuwe werkgewer oorhandig het.

(iii) Twee weke voordat die vakman, gekwalifiseerde inspuittuistingshersteller of gekwalifiseerde werkmanmasjinis verlof met betaling van die nuwe werkgewer neem, moet die kopie van die verlofbesoldigingsbewys wat die werknemer aan sy nuwe werkgewer oorhandig het, onderteken en aan die betrokke streekraad voorgelê word en moet daar aansoek gedoen word om betaling van die bedrag van sodanige bewys.

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

(8) 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.

(9) An employer may at any time, but not more than once in any period of 12 consecutive months, close his establishment for the purpose of granting his employees annual leave as prescribed by this clause and where at the date of the closing of the establishment any employee is not entitled to the full prescribed period of annual leave, the employer shall pay him an amount calculated on the basis laid down in sub-clause (1) of Section B of this clause as if his employment had terminated, plus remuneration in respect of any 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 sub-section (4) of this Section, at a rate not less than he would normally have received for his ordinary working hours for that day of the week.

SECTION B—ACCRUED LEAVE PAY

(1) Subject to the provisions of sub-clause (3) of this Section and to the proviso to the definition of “shifts” in sub-clause (2) of this clause, an employee who is discharged or who leaves his employment before he has qualified for annual leave in terms of sub-clause (1) of Section A of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed week of employment (i.e. five shifts) from the date of beginning work with the employer or from the date on which his last leave became due whichever is the later.

(2) (a) In the case of all employees other than journeymen, qualified injection equipment repairers and qualified operative machinists 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, qualified injection equipment repairers and qualified operative machinists accrued leave pay shall not be handed to or taken by the employee, but shall immediately on termination of service be remitted by the employer to the Secretary of the Regional Council having jurisdiction.

(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 of this Agreement, shall retain one copy in his possession, forward one copy to the Secretary of the Regional Council concerned, and hand the remaining two copies to the employee concerned who shall forthwith sign and forward one copy to the Secretary of the Regional Council and retain the other copy for purposes of paragraph (d) of this sub-clause.

(d) Where a journeyman, qualified injection equipment repairer or qualified operative machinist who has been discharged from or has left his employment before he has qualified for annual leave, enters the service of another employer in the Motor Industry, the following provisions shall apply—

(i) The employee must produce to the new employer copies of leave pay vouchers issued to him by previous employers in the Motor Industry and retained by him in terms of paragraph (c) of this sub-clause.

(ii) The employee's leave shall become due when he has worked with the new employer a number of shifts or a period equivalent to those prescribed in the Schedule to sub-clause (1) of Section A of this clause, less the aggregate of the shifts or periods shown on the copy leave pay voucher handed by him to the new employer.

(iii) Two weeks before the journeyman, qualified injection equipment repairer or qualified operative machinist is due to take paid leave from the new employer the copy leave pay voucher handed by the employee to his new employer must be signed and submitted to the Regional Council concerned and application made for payment of the amount of the voucher.

- (iv) Die nuwe werkgever moet aan die werknemer die bedrag van die verlofbesoldiging wat ingevolge hierdie klousule aan hom verskuldig geword het, betaal wanneer hy sy verlof met betaling neem.
- (v) 'n Vakman, gekwalifiseerde inspuittuistruistingshersteller of gekwalifiseerde werkmanmasjinis wat sy diens verlaat nadat sy verlof verskuldig geword het maar voordat dit aan hom verleen is, moet deur die werkgever die bedrag betaal word wat as verlofbesoldiging aan hom verskuldig is op die datum waarop sy verlof verskuldig geword het, en sodanige werknemer moet die bedrag van enige verlofbesoldigingsbewyse wat in sy besit is, van die betrokke streekraad eis deur die bewyse te onderteken en hulle aan die sekretaris van die streekraad voor te lê.
- (3) Opgelope verlofbesoldiging wat deur 'n streekraad of deur 'n werkgever gehou word namens 'n werknemer wat weens gesondheidsredes of ander ongeskiktheid nie meer sy beroep kan voortsit nie, word onmiddellik aan die werknemer betaalbaar, en opgelope verlofgelde wat verskuldig is aan 'n werknemer wat in die loop van sy diens te sterwe kom, word onmiddellik aan sy boedel betaalbaar.
- (4) Alle bedrae wat ten opsigte van verlofbesoldiging ontvang word, moet gestort word in 'n gespesifiseerde rekening wat deur streekraade gehou word.
- (5) Opgelope verlofbesoldiging wat ten behoeve van 'n vakman, gekwalifiseerde inspuittuistruistingshersteller of gekwalifiseerde werkmanmasjinis gehou word, moet—
- (a) indien hy die Nywerheid verlaat, behoudens subklousule (3) van hierdie Afdeling aan hom betaal word by verstryking van 52 weke gereken vanaf die datum waarop die verlofbesoldiging begin oploop het;
- (b) terwyl hy nog in die Nywerheid werksaam is, aan hom betaal word wanneer hy met sy jaarlikse verlof gaan;
- of dit kan na goedvinde van die betrokke streekraad vroeër uitbetaal word.

AFDELING C.—ADDISIONELE VAKANSIEBESOLDIGING

- (1) Vakmanne, gekwalifiseerde inspuittuistruistingsherstellers, gekwalifiseerde en ongekwalifiseerde werkmanmasjiniste en enjinstroppers in diens by geregisteerde motoringenieursinrigtings, is geregtig op addisionele vakansiebesoldiging.
- (2) 'n Werkgever moet ten opsigte van elke vakman, gekwalifiseerde inspuittuistruistingshersteller en gekwalifiseerde werkmanmasjinis wat by hom in diens is, 'n addisionele vakansiebesoldiging van R2.00 per week diens betaal; met dien verstande dat—
- (a) waar 'n vakman, gekwalifiseerde inspuittuistruistingshersteller of gekwalifiseerde werkmanmasjinis vir minder as altesaam drie-en-twintig uur in 'n bepaalde week loon ontvang het of daarop geregtig is, geen addisionele vakansiebesoldiging, behoudens die bepalings van subparagraaf (b) (iv) van die omskrywing van „skof” aan die begin van hierdie klousule, namens sodanige werknemer ten opsigte van daardie week betaalbaar is nie; en
- (b) waar 'n vakman, gekwalifiseerde inspuittuistruistingshersteller of gekwalifiseerde werkmanmasjinis in enige verlofsiklus weens siekte of 'n ongeluk van sy werk afwesig was vir dertig skofte, sy werkgever die addisionele vakansiebesoldiging met 40c kan verminder ten opsigte van elke verdere dag afwesigheid weens siekte of 'n ongeluk.
- (3) Die werkgever moet die bedrae wat ingevolge subklousule (2) van hierdie Afdeling betaalbaar is, maandeliks en wel voor of op die tiende dag van die maand wat volg op dié waarop sodanige bedrae betrekking het, aan die sekretaris van die streekraad in wie se regsgebied sy bedryfsinrigting geleë is, stuur onder dekking van, en saam met die besonderhede wat vereis word in, die vorm wat vir hierdie doel deur die betrokke streekraad voorgeskryf word.
- (4) Die addisionele vakansiebesoldiging wat ingevolge subklousule (2) van hierdie Afdeling deur werkgevers betaalbaar is, moet, behoudens die bepalings van klousule 34 (A) van Hoofstuk I, deur die Raad aan vakmanne, gekwalifiseerde inspuittuistruistingsherstellers en gekwalifiseerde werkmanmasjiniste betaal word wanneer hulle met hul jaarlikse verlof gaan, en aansoek daarvoor moet minstens twee weke voordat die begunstigde se verlof begin, by die sekretaris van die betrokke streekraad ingedien word.
- (5) 'n Werkgever moet die addisionele vakansiebesoldiging aan elke enjinstroper en ongekwalifiseerde werkmanmasjinis wat by hom in diens is, betaal wanneer sodanige enjinstroper of ongekwalifiseerde werkmanmasjinis met sy jaarlikse verlof gaan.
- (6) Behoudens die bepalings van subklousules (7), (8) en (9) van hierdie Afdeling, bestaan die bedrag van die addisionele vakansiebesoldiging wat in subklousule (5) van hierdie Afdeling bedoel word, uit—

- (iv) The new employer shall pay to the employee when he takes his paid leave the amount of leave pay accrued to him in terms of this Clause.
- (v) A journeyman, qualified injection equipment repairer or qualified operative machinist who leaves his employment after his leave has fallen due but before it has been granted must be paid by the employer the amount due to him as leave pay at the time his leave fell due, and must himself claim from the Regional Council concerned the amount of any leave pay vouchers held by him by signing these and submitting them to the Secretary of the Regional Council.
- (3) Accrued leave pay held by a Regional Council or by an employer on behalf of an employee who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and accrued leave moneys due to an employee who dies in the course of his employment shall become payable immediately to his estate.
- (4) All amounts received in respect of leave pay shall be placed in a specified account operated by Regional Councils.
- (5) Accrued leave pay held on behalf of a journeyman, qualified injection equipment repairer or qualified operative machinist shall be paid to him—
- (a) if he leaves the Industry, subject to sub-clause (3) of this Section on the expiry of 52 weeks calculated from the date on which the leave pay commenced to accrue;
- (b) while he is employed in the Industry, when he proceeds on annual leave;
- or earlier at the discretion of the Regional Council concerned.

SECTION C.—ADDITIONAL HOLIDAY PAY

- (1) Journeymen, qualified injection equipment repairers, qualified and unqualified operative machinists and engine strippers employed in registered automotive engineering establishments shall be entitled to additional holiday pay.
- (2) In respect of every journeyman, qualified injection equipment repairer and qualified operative machinist employed by him, an employer shall pay additional holiday pay at the rate of R2 per week of employment; provided that—
- (a) where a journeyman, qualified injection equipment repairer or qualified operative machinist received or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall, subject to the provisions of sub-paragraph (b) (iv) of the definition of “shifts” at the beginning of this Clause, be payable on behalf of such employee in respect of that week; and
- (b) where in any leave cycle a journeyman, qualified injection equipment repairer or qualified operative machinist has been absent from work through illness or accident for 30 shifts, his employer may reduce the additional holiday pay by 40c in respect of each further day of absence through illness or accident.
- (3) The amounts payable in terms of sub-clause (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 required in the form prescribed for this purpose by the Regional Council concerned.
- (4) Subject to the provisions of Clause 34 (A) of Chapter 1, the additional holiday pay payable by employers in terms of sub-clause (2) of this Section shall be payable by the Council to journeymen, qualified injection equipment repairers and qualified operative machinists when they proceed on annual leave, and application for it shall be lodged with the Regional Secretary concerned at least two weeks before the beneficiary's leave is due to begin.
- (5) An employer shall pay additional holiday pay to each engine stripper and unqualified operative machinist employed by him when such engine stripper or unqualified operative machinist proceeds on annual leave.
- (6) Subject to sub-clauses (7), (8) and (9) of this Section, the amount of the additional holiday pay referred to in sub-clause (5) of this Section shall be:—

- (a) in die geval van 'n enjinstroper, een week se loon ten opsigte van elke twaalf maande diens, bereken volgens die loon wat die werknemer verdien wanneer hy met verlof gaan;
- (b) in geval van 'n ongekwalifiseerde werkmansmasjini, R78 vir elke voltooide twaalf maande diens.
- (7) 'n Werkgewer kan van die addisionele vakansiebesoldiging wat ingevolge subklousule (6) van hierdie Afdeling aan enjinstroper en ongekwalifiseerde werkmansmasjinieste verskuldig is, 1/52ste van die bedoelde bedrag aftrek vir elke week wat die werknemer nie 'n volle vyf skofte werk nie; met dien verstande dat geen bedrag afgetrek mag word nie ten opsigte van weke wat—
- (a) die werknemer met siekteverlof van sy werk afwesig was en 'n mediese sertifikaat aan die werkgewer voorgeleë het;
- (b) die werknemer afwesig was op een van die openbare vakansiedae wat in klousule 7 (1) (a) van hierdie Hoofstuk bedoel word.
- (8) Waar 'n enjinstroper of 'n ongekwalifiseerde werkmansmasjinieste diens van sy werkgewer verlaat voordat hy vir die addisionele vakansiebesoldiging kwalifiseer, moet 'n pro rata gedeelte van sy addisionele vakansiebesoldiging by diensbeëindiging aan sodanige werknemer betaal word.
- (9) Waar 'n ongekwalifiseerde werkmansmasjinieste tot 'n gekwalifiseerde werkmansmasjinieste bevorderd word voordat hy kwalifiseer vir addisionele vakansiebesoldiging wat deur die selfde werkgewer betaalbaar is, moet sodanige ongekwalifiseerde werkmansmasjinieste 'n pro rata gedeelte van sy addisionele vakansiebesoldiging by sy bevordering betaal word.
- (10) Behoudens die bepalings van subklousule (4) van klousule 36 van Hoofstuk I van hierdie Ooreenkoms, mag geen bedrag by wyse van skuldvergeliking ten opsigte van gelde wat aan die werkgewer verskuldig mag wees, van die addisionele vakansiebesoldiging afgetrek word nie.
- (11) Die bepalings van subklousules (3), (4) en (5) van Afdeling B van hierdie klousule is *mutatis mutandis* ten opsigte van die addisionele vakansiebesoldiging van toepassing.

AFDELING D.—GEBEURLIKSHEIDRESERWE

- (1) Verlofbesoldiging en addisionele vakansiebesoldiging wat in die besit van streekraade is en wat onopgeëis is na verstryking van drie jaar vanaf die datum van ontvangs, moet aan 'n Gebeurliksheidsreserwe (hieronder die „Reserwe” genoem) betaal word, wat tot voordeel van werknemers in die Nywerheid benut moet word soos die Raad mag bepaal; met dien verstande dat—
- (a) dié verlofbesoldiging of addisionele vakansiebesoldiging (of gedeelte daarvan) wat die Raad beskou as meer as wat nodig is om die Reserwe te finansier, aan die Raad verbeur word;
- (b) verlofbesoldiging of addisionele vakansiebesoldiging wat aan die Raad verbeur is of ingevolge hierdie subklousule aan die Reserwe betaal is en wat daarna deur die bevooroordeelde opgeëis, word, na goedvinde van die Raad betaal kan word.
- (2) Die Reserwe moet deur die streekraade geadminestreer word ooreenkomstig die beginsels wat deur die Raad geformuleer is, en 'n kopie van die memorandum wat sodanige beginsels asook besonderhede van alle wysigings bevat, moet by die Sekretaris van Arbeid ingedien word.
- (3) Ingeval die Raad ontbind word, moet gelde wat ten tyde van sodanige ontbinding in die krediet van die Reserwe bestaan, geag word deel van die Raad se kontantbates te wees en moet daar dien ooreenkomstig daarmee gehandel word.
- (4) Behoudens die bepalings van subklousule (3) van hierdie Afdeling, moet die Reserwe, ingeval hierdie Ooreenkoms verstryk weens verloop van tyd of die staking daarvan om enige ander rede, steeds ooreenkomstig subklousule (2) van hierdie Afdeling geadminestreer word; met dien verstande dat, indien 'n ander ooreenkoms vir die Nywerheid nie binne 'n tydperk van 2 jaar na sodanige verstryking of staking aangegaan word nie, gelde wat in die krediet van die Reserwe staan, aan die Raad verbeur word.
- (5) Die administrasiekoste van die Reserwe en van die spesiale rekening in Afdeling B van hierdie klousule bedoel, word gedra deur streekraade wat na hul goedvinde van die fondse wat voorhande is, in 'n erkende bank en/of bouvereniging kan belê, en enige rente wat uit sodanige belegging ooploop, moet deur sodanige streekraade gehou word om die administrasiekoste van die Reserwe en van genoemde spesiale rekening te bestry.

KLOUSULE 7.—BETALING VIR OPENBARE VAKANSIEDAE

- (1) (a) Alle werknemers is geregtig op verlof met volle betaling op ondergenoemde wetteregtelike vakansiedae:—
- Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Gesinsdag, Krugerdag, Geloftedag, Kersdag en Tweede Kersdag.

- (a) In the case of an engine stripper one week's wage in respect of each 12 months of employment calculated at the rate the employee is earning when he goes on leave;
- (b) in the case of an unqualified operative machinist, R78 for each completed 12 months of employment;
- (7) An employer shall be entitled to deduct from the additional holiday pay due to engine strippers and unqualified operative machinists in terms of sub-clause (6) of this Section, 1/52nd of the amount referred to, for each week during which the employee does not work a full five shifts, provided however, that no deduction shall be made in respect of weeks during which—
- (a) the employee has been absent on sick leave and has produced a medical certificate to the employer;
- (b) the employee has been absent due to the occurrence of one of the public holidays referred to in Clause 7 (1) (a) of this Chapter.
- (8) Where an engine stripper or an unqualified operative machinist leaves the services of his employer before qualifying for additional holiday pay, such employee shall be paid a pro rata portion of his additional holiday pay on termination of service.
- (9) Where an unqualified operative machinist is promoted to a qualified operative machinist before qualifying for additional holiday pay from the same employer, such unqualified operative machinist shall be paid a pro rata portion of his additional holiday pay on his promotion.
- (10) Subject to the provisions of sub-clause (4) of Clause 36 of Chapter 1 of this Agreement no deductions from additional holiday pay shall be made as a set-off against any moneys which may be owing to the employer.
- (11) The provisions of sub-clauses (3), (4) and (5) of Section B of this Clause shall apply *mutatis mutandis* in respect of additional holiday pay.

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 may determine; provided that—
- (a) any such leave pay or additional holiday pay (or portion thereof) as the Council may regard as being in excess of what is required to finance the reserve, shall be forfeited to the Council;
- (b) any leave pay or additional holiday pay which has been forfeited to the Council or paid to the reserve in terms of this sub-clause, and which is subsequently claimed by the beneficiary may be paid at the discretion of the Council.
- (2) The reserve shall be administered by Regional Councils in accordance with principles formulated by the Council and a copy of the memorandum containing such principles and particulars of any amendments, shall be lodged with the Secretary for 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 this 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 for the Industry is not negotiated 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 reserve and the special account referred to in Section B of this clause, 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 reserve and of the said special account.

CLAUSE 7.—PAYMENT FOR PUBLIC HOLIDAYS

- (1) (a) All employees shall be entitled to leave on full pay on the undermentioned statutory public holidays:—
- New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Family Day, Kruger Day, Day of the Covenant, Christmas Day and Boxing Day.

(b) Alle werknemers vir wie lone in Bylae B van klousule 25 van Hoofstuk I voorgeskrif word, uitgesonderd werkwinkel-administrasiepersoneel en leweransier-verkopers, moet, benewens die openbare vakansiedae wat in paragraaf (a) genoem word, verlof met volle besoldiging op alle ander wettoregtelike openbare vakansiedae verleen word.

(c) Waar 'n wettoregtelike vakansiedag op 'n Sondag val, word die daaropvolgende Maandag vir die toepassing van hierdie klousule geag daardie bepaalde vakansiedag te wees, en waar Kersdag op 'n Sondag val, word die daaropvolgende Dinsdag geag Tweede Kersdag te wees.

(2) Behoudens die bepalings van subklousule (1) hiervan, wanneer 'n werknemer, uitgesonderd 'n wag, werk op enigeen van die wettoregtelike openbare vakansiedae ten opsigte waarvan hy kragtens subklousule (1) geregtig is op verlof met volle besoldiging, moet sy werkgewer hom, benewens sy gewone besoldiging vir sodanige dag, die volgende betaal—

(a) besoldiging teen minstens sy uurloon vir elke uur of gedeelte van 'n uur gewerk, tot 8 uur; en

(b) dubbel sy uurloon vir elke uur of gedeelte van 'n uur langer as 8 uur op sodanige dag gewerk.

(3) Wanneer een van die wettoregtelike openbare vakansiedae wat in subklousule (1) bedoel word, op 'n nie-werkdag uitgesonderd 'n Sondag val, moet 'n werknemer, uitgesonderd 'n wag, wat op sodanige wettoregtelike openbare vakansiedag werk, besoldig word teen die loon wat in subklousule (4) van klousule 30 van Hoofstuk I voorgeskrif word.

(4) As 'n werkgewer sy bedryfsinrigting op 'n ander wettoregtelike openbare vakansiedag as dié genoem in paragraaf (a) van subklousule (1), wil sluit, moet hy—

(a) aan kantoor-, pakhuis-, verkoops- en klerklike werknemers, vakleerlinge en, elders as in Streek WP, aan werknemers vir wie lone van R6 of minder per week in hierdie Ooreenkoms voorgeskrif word, die besoldiging betaal wat hulle sou ontvang het as hulle op sodanige dag gewerk het;

(b) as hy nie later nie as 3 uur voor die gewone sluitingstyd op die laaste werkdag voor sodanige openbare vakansiedag en op 'n plek wat vir sy werknemers gereedelik toeganklik is, 'n kennisgewing vertoon het wat die tydperk meld waarin werknemers, uitgesonderd dié wie se grondslag van besoldiging in paragraaf (a) van hierdie subklousule voorgeskrif word, nie hoef te werk nie, die volgende betaal:—

(i) Aan vakmanne, minstens R2 vir sodanige wettoregtelike openbare vakansiedag;

(ii) aan alle ander werknemers nie elders in hierdie subklousule vermeld nie, met inbegrip—in die geval van Streek WP—van werknemers vir wie lone van R6 of minder per week in hierdie Ooreenkoms voorgeskrif word, minstens 1/15de van 'n week se loon;

(c) as hy sy bedryfsinrigting sluit sonder om die kennisgewing ooreenkomstig die bepalings van paragraaf (b) van hierdie subklousule te vertoon, aan al sy werknemers minstens die besoldiging betaal wat hulle sou ontvang het as hulle op daardie dag van die week hul gewone ure gewerk het.

(5) 'n Werkgewer wat van 'n vakman vereis om te werk op 'n wettoregtelike openbare vakansiedag ten opsigte waarvan sy bedryfsinrigting gesluit is ooreenkomstig die bepalings van subklousule (4) (b) hiervan, moet aan sodanige vakman 'n bedrag van R4 betaal plus die besoldiging wat hy ooreenkomstig die bepalings van klousule 8 van hierdie Hoofstuk en klousule 30 van Hoofstuk I sou betaal het vir werk op 'n gewone werkdag.

KLOUSULE 8.—LONE

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is dié soos in onderstaande loonlys uiteengesit:—

(OPMERKING.—In die geval van maandeliks besoldigde werknemers, is die minimum loon vier en een derde maal die bedrag wat in hierdie lys gemeld word.)

Klas werknemer	Loon per week (Alle streke)
	R
Enjinstroper	17.00
Werkmanmasjiniis, gekwalifiseer	35.40
Werkmanmasjiniis, ongekwalifiseer	24.00
Vakman	40.00
Inspuituitrustingshersteller, gekwalifiseer	40.00
Inspuituitrustingshersteller, ongekwalifiseer	23.28

(b) All employees for whom wages are prescribed in Schedule B to Clause 25 of Chapter I other than workshop administrative staff and supply salesmen, in addition to the public holidays enumerated in paragraph (a) shall be granted leave on full pay on all other statutory public holidays.

(c) Where any statutory public holiday falls on a Sunday, the following Monday shall for purposes of this clause be deemed to be that particular holiday, and where Christmas Day falls on a Sunday the following Tuesday shall be deemed to be Boxing Day.

(2) Subject to the terms of sub-clause (1) hereof whenever an employee other than a watchman, works on any statutory public holiday in respect of which he is entitled to leave on full pay in terms of sub-clause (1), his employer shall in addition to his normal remuneration for such day, pay him—

(a) remuneration at a rate not less than his hourly wage for each hour or part of an hour worked up to eight hours; and

(b) double his hourly wage for each hour or part of an hour worked in excess of eight hours on such day.

(3) Whenever one of the statutory public holidays referred to in sub-clause (1) falls on a non-working day, other than a Sunday, an employee other than a watchman who works on such statutory public holiday shall be remunerated at the rates prescribed in sub-clause (4) of Clause 30 of Chapter I.

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

(a) pay office, stores, sales and clerical employees, apprentices and, except in Region WP, employees for whom wages of R6 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 three hours before the ordinary stopping time on the last working day prior to such public holiday at 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 paragraph (a) of this sub-clause, would not be required to work, pay—

(i) journeymen not less than R2 for such statutory public holiday;

(ii) all other employees, not elsewhere referred to in this sub-clause including in the case of Region WP employees for whom wages of R6 or less per week are prescribed in this Agreement, not less than 1/15th of a week's wages;

(c) if he closes his establishment without displaying the notice in terms of paragraph (b) of this sub-clause, 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) An employee who requires a journeyman to work on a statutory public holiday in respect of which his establishment has been closed in terms of sub-clause (4) (b) hereof, shall pay such journeyman R4 plus the remuneration he would pay in terms of Clause 8 of this Chapter and Clause 30 of Chapter I for work on a normal working day.

CLAUSE 8.—WAGES

(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out in the following Wage Schedule:—

NOTE.—In the case of monthly-paid employees the minimum wage shall be four and one-third times the amount reflected in this Schedule.

Class of Employee	Wages per Week. (All Regions)
	R
Engine Stripper	17.00
Operative machinist, qualified	35.40
Operative machinist, unqualified	24.00
Journeyman	40.00
Injection Equipment Repairer, qualified	40.00
Injection Equipment Repairer, unqualified	23.28

KLOUSULE 9.—GETALSVERHOUDING

(1) 'n Werkgewer mag nie 'n gekwalifiseerde of ongekwalifiseerde werkmansjinis in diens neem nie tensy hy twee of meer vakmanne in sy diens het wat aktief vakmanswerk in sy werk-winkel verrig, en die getal werkmansjiniste wat hy in sy diens het, mag ter gener tyd meer wees nie as die kleinste getal—

- (a) motormasjinis- en monteervakleerlinge wat by hom inge-boek is; en
- (b) gespesifiseer in kolom II van onderstaande lys terwyl die getal vakmanne wat aktief vakmanswerk in sy werk-winkel verrig, nie groter is nie as die getal gespesifiseer in kolom I van genoemde lys.

Lys

Kolom I	Kolom II
Getal vakmanne aktief werksaam in werk-winkel:—	Maksimum getal werkmansjiniste wat in diens geneem mag word:—
1	Geen
2	1
3	1
4	1
5	2
6	2
7	2
8	2
9	3
10	3
11	3
12	3
13	4
14	4
15	4
16 of meer	5

(2) 'n Werkgewer mag nie 'n gekwalifiseerde of ongekwalifiseerde inspuittuitrustinghersteller in diens neem nie tensy hy minstens drie vakmanne of vakleerlinge in diens het wat aktief in 'n inspuittuitrustingswerk-winkel werksaam is.

KLOUSULE 10.—VERSKAFFING VAN OORPAKKE OF TOELAES IN PLAAS DAARVAN

(1) (a) Elke werk-gewer moet aan die begin van elke jaarkring diens aan elkeen van sy vakmanne, inspuittuitrustingsherstellers, gekwalifiseer en ongekwalifiseer, en vakleerlinge drie eerstegraadse oorpakke gratis verskaf; met dien verstande dat, in plaas van die verskaffing van sodanige kledingstukke, 'n werk-gewer aan sodanige werk-gewers 'n weeklikse toelae van 30c kan betaal indien hy dit verkies.

(b) Elke werk-gewer wat van 'n werknemer, uitgesonderd 'n vakman, inspuittuitrustingshersteller, gekwalifiseer of ongekwalifiseer, of 'n vakleerling vereis om 'n uniform, oorpak, stofjas of voorskoot te dra, moet sodanige kledingstuk gratis verskaf.

(2) Was en stryk van kledingstukke.—Werknemers wat ingevolge hierdie Ooreenkoms van kledingstukke voorsien word, moet sodanige kledingstukke in 'n skoon toestand hou.

(3) Vir die toepassing van hierdie klousule beteken „jaarkring diens” 'n tydperk van twaalf maande ononderbroke diens by dieselfde werk-gewer, wat bereken moet word vanaf die datum van indienstreding by sodanige werk-gewer.

(4) Eiendomsreg op Kledingstukke.—Kledingstukke wat ingevolge hierdie klousule verskaf word, bly gedurende die ses maande wat volg op die datum van uitreiking daarvan, die eiendom van die werk-gewer.

(5) Nie-betaling van Toelae.—Indien 'n werknemer kragtens die bepalings van hierdie klousule op die betaling van 'n toelae geregtig is, minder as 23 uur in 'n bepaalde week werk, is hy nie op 'n oorpaktoelae ten opsigte van daardie week geregtig nie.

(6) Wanneer toelae betaal moet word.—Die toelae wat ingevolge die bepalings van subklousule (1) hiervan betaalbaar is, moet gelyktydig met die werknemer se gewone verdienste betaal word.

(7) Hou van Register.—(a) Elke werk-gewer wat kledingstukke ooreenkomstig die bepalings van hierdie klousule aan werknemers verskaf, moet 'n register hou wat te alle tye vir inspeksie beskikbaar is en waarin die name van al die betrokke werknemers, die datum waarop die kledingstukke aan hulle uitgereik is en die getal kledingstukke wat uitgereik is, met ink aangeteken moet word.

(b) Die handtekening van die betrokke werknemer by elke aantekening ooreenkomstig die bepalings van die vorige paragraaf, is bewys van die ontvangs van sodanige kledingstukke deur die werknemer.

CLAUSE 9.—RATIO

(1) An employer shall not employ any qualified or unqualified operative machinists unless he has two or more journeymen actively engaged on journeyman's work in his workshop, and the number of operative machinists employed by him shall at no time exceed the smaller of—

- (a) the number of automotive machining and fitting apprentices indentured to him; and
- (b) the number specified in Column II of the Schedule hereunder while the number of journeymen actively engaged on journeyman's work in his workshop does not exceed the number specified in Column I of the said Schedule.

Schedule

Column I	Column II
Number of journeymen actively engaged in workshop:—	Maximum number of operative machinists which may be employed:—
1	Nil
2	1
3	1
4	1
5	2
6	2
7	2
8	2
9	3
10	3
11	3
12	3
13	4
14	4
15	4
16 or more	5

(2) An employer shall not employ any qualified or unqualified injection equipment repairers unless he has at least three journeymen or apprentices actively engaged in an injection equipment workshop.

CLAUSE 10.—SUPPLY OF OVERALLS OR ALLOWANCE IN LIEU THEREOF

(1) (a) Each employer shall supply to each of his journeymen, injection equipment repairers, qualified and unqualified, and apprentices three first-grade overalls at the beginning of each yearly cycle of employment free of charge, provided that instead of supplying such garments an employer may if he wishes pay to such employees a weekly allowance of 30 cents.

(b) Every employer who requires any employee other than a journeyman, injection equipment repairer, qualified or unqualified or an apprentice to wear a uniform, overall, dustcoat or apron, shall provide such garment free of charge.

(2) Laundering of Garments.—Employees supplied with garments in terms of this Agreement shall maintain such garments in a clean condition.

(3) For the purpose of this Clause “yearly cycle of employment” shall mean a period of 12 months' continuous employment with the same employer and shall be calculated from the date of commencement of employment with such employer.

(4) Ownership of Garments.—During the six months following the date of issue, garments supplied in terms of this clause, shall remain the property of the employer.

(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 23 hours 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-clause (1) hereof shall be paid at the same time as the employees' 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 all employees concerned, the date of issue of the garments and the number of garments issued.

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

KLOUSULE 11.—VERSKAFFING VAN GEREEDSKAP

- (1) (a) Waar enige van ondergenoemde artikels in 'n bedryfsinrigting nodig is, moet die werkgewer dit gratis verskaf:—
- Elektriese en/of lugdrukboormasjiene;
 - banke en bankskroewe;
 - domkragte en bokke;
 - skuurwiele;
 - katrolstelle of hyskrane;
 - ghriesspuitte of ander ghriesapparaat;
 - verlengligte met 'n maksimum van een gloeilamp per maand;
 - poets- of sweetlappes;
 - middels vir die skoonmaak van olierige dele;
 - ystersaaglemme;
 - vyle van 8 duim en langer;
 - een werktuigkundige se lêplank ten opsigte van elke vakman-motorwerktuigkundige wat in die werkgewer se werkwinkel werksaam is;
 - stofferdersnaaimasjiene;
 - tapbottrekkers;
 - bore van meer as $\frac{1}{2}$ duim;
 - ruimers van alle groottes;
 - skroefsnijgereedskap;
 - stokke en snymoere en snytappe;
 - blaaslampe;
 - alle spesiale moersleutels;
 - hamers van drie pond en swaarder;
 - Stillsonmoersleutels groter as 12 duim;
 - wringysters;
 - groot soldeeroute;
 - klinknaelstelle;
 - klepbeddingfrese;
 - klepslypmengsel;
 - mikrometers;
 - hidrometers en elektriese toets- en defkopspringsapparaat;
 - grofsmidgereedskap;
 - en dié ander stukke gereedskap wat gewoonlik deur werkgewers verskaf word.
- (b) Werkgewers moet hul werknemers ooreenkomstig regulasies B.6 en C.20 van die Wet op Fabriek (soos gewysig) van persoonlike beskermingsuitrusting en -klere voorsien.
- (2) In die geval van 'n werknemer wat herhalende werk verrig wat 'n groot hoeveelheid bore of vyle of dergelike stukke breekbare gereedskap vereis, moet sodanige stukke gereedskap deur die werkgewer verskaf word.
- (3) (a) 'n Werkgewer moet aan elkeen van sy vakmante van wie vereis word om sy eie gereedskap te verskaf en aan elkeen van sy vakleerlinge wat sy eie gereedskap verskaf, 'n gereedskaptolae van 25c per week benewens sy gewone besoldiging betaal.
- (b) Die gereedskaptolae moet gelytydig met die werknemer se loon betaal word, en behoudens die bepalinge van paragrawe (e) en (f) hiervan, mag geen werkgewer van 'n werknemer vereis of hom toelaat om die hele gereedskaptolae of gedeelte daarvan aan hom terug te betaal nie, en die werkgewer mag ook geen stap doen of laat doen of toelaat dat dit gedoen word nie wat regstreeks of onregstreeks die uitwerking het dat 'n werknemer die voordeel of 'n gedeelte van die voordeel van sodanige tolae ontnem word.
- (c) Elke werkgewer moet in sy bedryfsinrigting en op 'n plek wat vir sy werknemers geredelik toeganklik is, 'n kennisgewing vertoon wat 'n lys, soos deur die betrokke streekraad goedgekeur, bevat van alle vakmansgereedskap wat deur elke vakman in sy diens en in die loop van sy werk verskaf, besit en gebruik moet word.
- (d) (i) Elke werkgewer moet die gereedskap wat aan elkeen van sy vakmante en vakleerlinge behoort, tot 'n maksimum van R100 per werknemer teen verlies weens brand op, en/of diefstal by wyse van inbraak by, sy perseel verseker.
- (ii) Ingeval daar van die gereedskap waarvoor die werknemer verantwoordelik is, verlore raak, vermis word of nie beskikbaar is nie om enige ander rede as dié bedoel in paragraaf (i) van hierdie subklousule, moet die betrokke werknemer daar en dan sodanige gereedskap op eie koste vervang, hernuwe of opknap.
- (iii) Enige verlies weens brand of diefstal van die aard in paragraaf (i) van hierdie subklousule bedoel, wat meer as R100 per werknemer beloop, moet deur die betrokke werknemer gedra word.
- (e) Indien 'n vakman versuim om sodanige gereedskap te vervang, te hernuwe of op te knap, het die werkgewer die reg om die betaling van die gereedskaptolae soos voorgeskryf in paragraaf (a) hiervan, te staak tot tyd en wyl die betrokke werknemer voldoen aan die bepalinge van paragraaf (d) hiervan.
- (f) 'n Werknemer wat minder as 23 uur in 'n bepaalde week werk, is nie ten opsigte van sodanige week op 'n gereedskaptolae geregtig nie.
- (g) Die bepalinge van paragrawe (b) tot (f) van hierdie subklousule is *mutatis mutandis* van toepassing op vakleerlinge wat kragtens die bepalinge van paragraaf (a) op 'n gereedskaptolae geregtig is.

CLAUSE 11.—SUPPLY OF TOOLS

- (1) (a) 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;
 - one mechanic's cradle in respect of each journeyman motor mechanic employed in the employer's workshop;
 - trimmers' sewing machines;
 - stud extractors;
 - drills of over $\frac{1}{4}$ -inch;
 - reamers of all sizes;
 - screwing tackles;
 - stocks and dies and taps;
 - blow lamps;
 - all special spanners;
 - hammers of 3-lb. and over;
 - Stillson wrenches over 12 inches;
 - wringing irons;
 - large soldering irons;
 - rivet sets;
 - valve seat cutters;
 - valve grinding compound;
 - micrometers;
 - hydrometers and electrical testing and fault-finding apparatus;
 - blacksmith's tools;
 - and other such tools as are customarily supplied by employers.
- (b) Employers shall provide their employees with articles of personal protective equipment and clothing in accordance with Regulations B.6 and C.20 of the Factories Act (as amended).
- (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 25 cents per week in addition to his normal remuneration.
- (b) The tool allowance shall be paid at the same time as the employee's wages are paid and save as provided in paragraphs (e) and (f) hereof no employer shall require or permit 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) (i) Every employer shall insure the tools belonging to each of his journeymen and apprentices against loss through fire and/or theft by forced entry into his premises up to a maximum of R100 per employee;
- (ii) In the event of any tools for which the employee is responsible being lost, missing or not available for any reason other than those referred to in paragraph (i) of this sub-clause the employee concerned shall thereupon replace, renew or recondition such tools at his own expense;
- (iii) any loss through fire or theft of the nature referred to in paragraph (i) of this sub-clause in excess of R100 per employee shall be borne by the employee concerned.
- (e) If any journeyman fails to replace, renew or recondition such tools, the employer shall have the right to discontinue payment of the tool allowance stipulated in paragraph (a) hereof until such time as the employee concerned complies with the provisions of paragraph (d) hereof.
- (f) Any employee who works less than 23 hours in any one week shall not be entitled to any tool allowance provided for by this clause in respect of that week.
- (g) The provisions of paragraphs (b) to (f) of this sub-clause shall *mutatis mutandis* apply to apprentices entitled to a tool allowance in terms of paragraph (a).

KLOUSULE 12.—DIENSSERTIFIKAAT

(1) 'n Gekwalifiseerde werkmansmasjien wat van werkplek verander of 'n ongekwalifiseerde werkmansmasjien wat by diensaanvaarding as 'n werkmansmasjien by 'n nuwe werkgewer aanspraak op vorige ondervinding as 'n ongekwalifiseerde werkmansmasjien wil maak, moet aan sy nuwe werkgewer 'n dienssertifikaat verstreek voorlê wat besonderhede verstrek van sy vorige ondervinding as 'n werkmansmasjien.

(2) 'n Werkgewer moet wanneer 'n werkmansmasjien by die beëindiging van sy diens hom daartoe versoek, sodanige werkmansmasjien voorsien van 'n dienssertifikaat in die vorm Aanhangel D van hierdie Ooreenkoms.

(3) 'n Werkgewer moet, wanneer daartoe versoek deur 'n ander werkgewer as 'n werkmansmasjien, by die diensbeëindiging van sodanige werknemer, sodanige werknemer voorsien van 'n dienssertifikaat wat die volle naam van die werkgewer en die werknemer, die aard van die werk, die datums van indienstreding en diensbeëindiging, en die besoldiging op die datum van sodanige beëindiging meld.

HOOFSTUK V

VERNUWINGSINRIGTINGS

KLOUSULE 1.—TOEPASSINGSBESTEK

(1) (a) Die bepalings van hierdie Hoofstuk en van die klousules van Hoofstuk I wat in onderstaande bylae van hierdie subklousule gemeld word, is, behoudens andersluidende bepalings in hierdie Hoofstuk, van toepassing op vernuwingsinrigtings wat as sodanig by die Raad geregistreer is:—

Bylae

Klousule 3—Woordomskrywing (behoudens die bepalings van klousule 3 van hierdie Hoofstuk).

Klousule 4—Vrystellings.

Klousule 6—Administrasie van ooreenkoms.

Klousule 8—Registrasie van werkgewers.

Klousule 9—Vertoning van ooreenkoms en opklap van kennisgewings.

Klousule 10—Tyd- en loonregister.

Klousule 11—Opgawes aan die Raad.

Klousule 16—Veronderstellings.

Klousule 20—Veranderings in diensvoorwaardes.

Klousule 22—Verskaffing van gereedskap.

Klousule 23—Buitewerk.

Klousule 27—Die bestuur van motorvoertuie.

Klousule 28 (1) (b)—Getelsverhouding—Jeugdiges werkers.

Klousule 34—Ontwikkelingsfonds vir die Motornywerheid.

Klousule 34 (A)—MICWU-ontwikkelingsfonds.

Klousule 37—Dienssertifikaat.

Klousule 39—Indiensneming van persone jonger as vyftien jaar.

Klousule 41—Los werkers.

Klousule 42—Siekteverlof.

Klousule 43—Verbod op sessie van voordele.

Klousule 44—Los klerklike werknemers.

(b) Die bepalings van klousules 2 (Toepassingsbestek), 7 (Agente), 13 (Vakverenigingsarbeid) en 40 (Verteenwoordigers van werknemers in die Raad) van Hoofstuk I van hierdie Ooreenkoms is van toepassing op vernuwingsinrigtings wat as sodanig by die Raad geregistreer is.

(2) Die bepalings van daardie klousules van Hoofstuk I wat nie in subklousule (1) van hierdie klousule gespesifiseer word nie, is nie op werkwinkelwerknemers in vernuwingsinrigtings wat as sodanig by die Raad geregistreer is, van toepassing nie.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die bepalings van Hoofstuk I betreffende bakwinkelassistent, B/A-vakmanne, herstelwinkelassistent en stropers, nie op vernuwingsinrigtings wat as sodanig by die Raad geregistreer is, van toepassing nie.

(4) Waar die bepalings van Hoofstuk I en Hoofstuk V strydig met mekaar is in verband met alle sake wat op werkwinkelwerknemers betrekking het, geld die bepalings van Hoofstuk V en moet dit by voorkeur toegepas word.

(5) Ondanks andersluidende bepalings hierdie Hoofstuk, is die bepalings van Hoofstuk I op kantoor-, pakhuis-, verkoops- en klerklike werknemers van toepassing.

CLAUSE 12.—CERTIFICATE OF SERVICE

(1) A qualified operative machinist who changes his place of employment, or an unqualified operative machinist who wishes to claim, on the assumption of employment with a new employer as an operative machinist, credit for past experience as an unqualified operative machinist, shall produce to his new employer a Certificate of Service giving details of his past experience as an operative machinist.

(2) An employer shall, when requested by an operative machinist upon the termination of his employment supply such operative machinist with a Certificate of Service in the form of Annexure D to this Agreement.

(3) An employer shall, when requested by any employee other than an operative machinist on the termination of his employment supply such employee with a Certificate of Service showing full name 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.

CHAPTER V

RECONDITIONING ESTABLISHMENTS

CLAUSE 1.—SCOPE OF APPLICATION

(1) (a) The provisions of this Chapter, and the clauses of Chapter I which are listed in the Schedule to this sub-clause shall, save where otherwise provided in this Chapter, apply to reconditioning establishments registered as such by the Council:—

Schedule

Clause 3—Definitions (subject to the provisions of Clause 3 of this Chapter).

Clause 4—Exemptions.

Clause 6—Administration of Agreement.

Clause 8—Registration of Employers.

Clause 9—Exhibition of Agreement and posting of Notices.

Clause 10—Time and Wages Register.

Clause 11—Returns to the Council.

Clause 16—Presumptions.

Clause 20—Changes in conditions of Employment.

Clause 22—Supply of Tools.

Clause 23—Out-work.

Clause 27—Driving of Motor Vehicles.

Clause 28 (1) (b)—Ratio—Juvenile Labourers.

Clause 34—Motor Industry Development Fund.

Clause 34 (A)—MICWU Development Fund.

Clause 37—Certificate of Service.

Clause 39—Employment of Persons under the age of Fifteen years.

Clause 41—Casual Labourers.

Clause 42—Sick Leave.

Clause 43—Prohibition of Cession of Benefits.

Clause 44—Casual Clerical Employees.

(b) The provisions of Clauses 2 (Scope of Application), 7 (Agents), 13 (Trade Union Labour) and 40 (Employees' representatives on the Council) of Chapter I of this Agreement shall apply to reconditioning establishments registered as such by the Council.

(2) The provisions of those clauses of Chapter I which are not specified in sub-clause (1) of this clause, shall not apply to workshop employees in reconditioning establishments registered as such by the Council.

(3) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I relating to body shop assistants, B/A journeymen, repair shop assistants and strippers shall not apply to reconditioning establishments registered as such by the Council.

(4) Where the provisions of Chapters I and V are in conflict, in all matters relating to workshop employees the provisions of Chapter V shall obtain and have preference.

(5) Notwithstanding anything to the contrary contained in this Chapter the provisions of Chapter I shall apply to office, stores, sales and clerical employees.

KLOUSULE 2.—REGISTRASIE VAN BEDRYFSOOREENKOMS

(1) Die werkgewer moet by die Raad of die streekraad wat regsmag het, aansoek om registrasie as 'n vernuwigingsinrigting doen in die vorm wat voorgeskryf mag word, en die Raad kan na sy goedvinde die betrokke inrigting registreer vir dié tydperk en op dié voorwaardes wat hy mag bepaal, en hy moet 'n sertifikaat met hierdie strekking aan die werkgewer uitreik.

(2) Die Raad kan 'n sertifikaat wat kragtens subklausule (1) uitgereik is, ter eniger tyd intrek of die voorwaardes daarvan verander, en die werkgewer moet, wanneer dit skriftelik van hom vereis word, die sertifikaat binne tien dae na ontvangs van sodanige skriftelike kennisgewing aan die Raad terugbesorg.

(3) 'n Werkgewer wie se vernuwigingsinrigting nie ingevolge subklausule (1) geregistreer is nie, is ten opsigte van sodanige bedryfsinrigting onderworpe aan al die bepalings van Hoofstuk I van hierdie Ooreenkoms.

KLOUSULE 3.—WOORDOMSKRYWING

(1) Ondergenoemde uitdrukkings het vir die toepassing van hierdie Hoofstuk die betekenisse wat in klausule 3 van Hoofstuk I van hierdie Ooreenkoms aan hulle geheg word:—

„Wet”; „Vakleerling”; „Gebied A (BR)”; „Gebied B (BR)”; „Gebied A (EP)”; „Gebied B (EP)”; „Gebied A (NC)”; „Gebied B (NC)”; „Gebied C (NC)”; „Gebied A (NL)”; „Gebied B (NL)”; „Gebied C (NL)”; „Gebied A (OFS)”; „Gebied B (OFS)”; „Gebied C (OFS)”; „Gebied A (TVL)”; „Gebied B (TVL)”; „Gebied C (TVL)”; „Gebied A (WP)”; „Gebied B (WP)”; „Gebied C (WP)”; „Skoonmaakster”; „Klerk”; „Raad”; „Verdienste”; „Bedryfsinrigting”; „Vakman”; „Vakmanswerk”; „Jeugdige arbeider”; „Motornywerheid” of „Nywerheid”; „Kantoor-, Pakhuis-, Verkoops- en Klerklike Werknemers”; „Deeltydse werknemers”; „Stukwerk”; „Streek BR”; „Streek EP”; „Streek NC”; „Streek NL”; „Streek OFS”; „Streek TVL”; „Streek WP”; „Streekraad”; „Skof”; „Korttyd”; „Pakhuisman”; „Tydopnemer”; „Handelsreisiger”; „Handelsreisiger se assistent”; „Loon”; „Wag”; „Week”.

(2) In hierdie Hoofstuk, tensy die sinsverband anders aandui, beteken—

- (i) „ondervinding” die totale tydperk of tydperke diens wat 'n werknemer of by sy huidige of by 'n ander werkgewer gehad het in die bepaalde beroep waarin hy werksaam is;
- (ii) „uurloon” 'n werknemer se weekloon gedeel deur 46;
- (iii) „arbeider” 'n werknemer wat hoofsaaklik of uitsluitlik eenige van die volgende werksaamhede verrig:—
Skriftelike bestelling aanneem in ruil vir goedere wat buite die werkgewer se perseel afgelewer is;
gedrukte of geadresseerde etikette aan bottels, kaste, bale of ander pakkies of pakke heg;
goedere bymekaarmaak, verpak en weeg ooreenkomstig instruksies en/of verpakkingsstrookies;
op afdelingswaens help;
stoomketels bedien;
goedere dra;
identifikasie-merke aan goedere nagaan en/of opteken;
met die hand, 'n borsel of 'n masjien skoonmaak, met suur skoonbyt of ghries verwyder;
bale, kaste of ander pakke oop- of toemaak;
kontant invorder;
onderdele volgens werkgewers se rekwisisie bymekaarmaak;
goedere, briewe of boodskappe te voet, per trapfiets, driewiel of handvoertuig vervoer;
rantsoene kook;
artikels tel en die resultate opteken;
grond vir fundamente, riole en slope uitgraaf en/of verwyder;
houers leegmaak;
gedrukte standaardvorme volgens alfabetiese, numerieke, datum-, kleur- of kommoditeitsorde liasseer en sorteer;
bottels of ander houers vir voorraad vul;
oonde en vure stook en laai en afval uit oonde verwyder;
posstukke frankeer;
tuinmaak;
masjinerie, met inbegrip van draaibanke en bogrondse dryfasse, olie en smeer terwyl dit stilstaan, bandsmeersel aansit;
materiaal uitreik wat voorheen deur 'n voorraadman aangeteken is;
geboue afwit;
voertuie laai en aflaai;
kratte maak;
tee of dergelyke drankte berei en opdis;
pakkies en/of onderdele met 'n kwas of sproeispuut merk en/of sjabloneer;
goedere verskuif en/of opstapel en/of uitpak;
onderdele olie en smeer;

CLAUSE 2.—REGISTRATION OF ESTABLISHMENTS

(1) Application for registration as a reconditioning establishment for purposes of this Chapter shall be made by the employer to the Council or the Regional Council having jurisdiction in such form as may be prescribed and the Council may, in its discretion, register the establishment concerned for such period and subject to such terms and conditions as it may determine and shall issue the employer with a certificate to that effect.

(2) The Council may at any time withdraw or vary the terms of a certificate issued under sub-clause (1) and the employer shall when so required, in writing, return the certificate to the Council within ten days after receipt of such written notification.

(3) An employer whose reconditioning establishment is not registered under sub-clause (1) shall in respect of such establishment be subject to all the provisions of Chapter I of this Agreement.

CLAUSE 3.—DEFINITIONS

(1) The undermentioned expressions shall for the purpose of this Chapter have the meanings assigned to them in Clause 3 of Chapter I of this Agreement:—

„Act”; „Apprentice”; „Area A (BR)”; „Area B (BR)”; „Area A (EP)”; „Area B (EP)”; „Area A (NC)”; „Area B (NC)”; „Area C (NC)”; „Area A (NL)”; „Area B (NL)”; „Area C (NL)”; „Area A (OFS)”; „Area B (OFS)”; „Area C (OFS)”; „Area A (TVL)”; „Area B (TVL)”; „Area C (TVL)”; „Area A (WP)”; „Area B (WP)”; „Area C (WP)”; „Char”; „Clerical employee”; „Council”; „Earnings”; „Establishment”; „Journeyman”; „Journeyman's work”; „Juvenile labourer”; „Motor Industry”; or „Industry”; „Office, Stores, Sales and Clerical Employees”; „Part-time employee”; „Piece-work”; „Region BR”; „Region EP”; „Region NC”; „Region NL”; „Region OFS”; „Region TVL”; „Region WP”; „Regional Council”; „Shift”; „Short-time”; „Storekeeper”; „Timekeeper”; „Traveller”; „Traveller's Assistant”; „Wage”; „Watchman”; „Week”.

(2) In this Chapter, unless the context otherwise indicates—

- (i) „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.
- (ii) „hourly wage” means an employee's weekly wage divided by 46.
- (iii) „labourer” means an employee mainly or exclusively engaged in any of the following duties:—
Accepting written orders in return for goods delivered outside the employer's premises;
affixing printed or ready addressed labels on to bottles, boxes, bales or other packages;
assembling, packing, weighing goods in accordance with instructions and/or packing slips;
assisting on delivery vans;
attending to boilers;
carrying goods;
checking and/or recording identification marks on goods;
cleaning by hand, brush, machine, pickling or degreasing;
closing or opening bales, boxes or other packages;
collecting cash;
collecting spares on employer's requisition;
conveying on foot, by bicycle, tricycle or hand-propelled vehicle, goods, letters or messages;
cooking of rations;
counting and recording the result;
digging and/or removing soil for foundations, drains and trenches;
emptying containers;
filing and sorting of standard printed forms into alphabetical, numerical, date, colour or commodity order;
filling bottles or other containers for stock;
firing and loading ovens and furnaces and removing refuse from furnaces;
franking mail matter;
gardening;
greasing and oiling machinery including lathes and overhead shafting whilst stationary; applying belt dressing;
issuing materials previously recorded by a storekeeper;
limewashing of buildings;
loading and unloading vehicles;
making crates;
making and serving tea or similar beverages;
marking and/or stencilling by brush or spraygun packages and/or parts;
moving and/or stacking and/or unpacking goods;
oiling and greasing of parts;

goederehysers en briefkopieer- of dupliseermasjiene bedien;
 identifikasie-merke op goedere aanteken en/of nagaan;
 skaafsels in gietblokke smelt;
 goedere sorteer en die resultate aanteken;
 materiaal roer;
 klapperhaar en perdehaar pluus;
 goedere weeg en aanteken vir versending;
 goedere toedraai;
 adresse van fakture of verpakkingstrookies afgeskryf;

- (iv) „masjiinsteller, gekwalifiseer”, ’n werknemer wat masjiengereedskap en perse stel en/of regstel en wat meer as 2 jaar ondervinding het;
- (v) „masjiinsteller, ongekwalifiseer”, ’n masjiinsteller met minder as 2 jaar ondervinding;
- (vi) „werkman graad AR” ’n werkman wat hoofsaaklik of uitsluitlik enigeen van die volgende werksaamhede verrig:—
- bymeekaarmaak, waar geen monterwerk vereis word nie;
 ankers en veldspoele in oond bak;
 drade stroop;
 met die hand buig en/of fatsoeneer in spesiale setmate of vormers;
 remskoene en koppelaarplate bonderiseer;
 onderdele met kan-kanniemate en/of toetstoestelle en/of propmate nagaan;
 materiaal met die hand of ’n masjiën sny en/of pons volgens stoppe, setmate, patrone, leipatrone, merke of lengtes;
 in vernis, emalje of verf doop;
 gate boor wat voorheen deur ’n vakman of masjiënsteller gemerk is, of boorwerk met spesiale boorsetmate verrig;
 met die hand of kraggereedskap afwerk of skuur; met dien verstande dat, in alle gevalle van presiesiewerk, die betrokke masjiene vooraf deur ’n vakman of ’n masjiënsteller gestel moet word;
 outomatiese masjiene voer en/of laai en/of aansit en/of aflaai en/of bedien;
 metaal vyl, uitgesonderd presiesiewerk verrig;
 hefboom- en/of trap- en/of hand- en/of kragperswerk en/of keepwerk verrig waar dit gedoen word met voorafgestelde setmate of stempels, maar nie setmate of stempels stel nie;
 isolasie-materiaal vorm en dit aan ankers en veldspoele aanbring;
 lood verhit;
 ooginspeksies uitvoer;
 afmerkwerk volgens patrone of leipatrone met die hand verrig;
 senterlose slypers bedien;
 onderdele onder die toesig van ’n werkmanopsigter in stelle verpak;
 voorbereiding vir poleerwerk;
 voorbehandeling van materiaal deur middel van chemiese prosesse;
 samestellende dele proeftoets;
 ruwe skuurwerk verrig waar die masjiën of werk met die hand vasgehou word;
 skroefsnijwerk met die hand deur middel van stempelskoppe en/of tappe en/of skroefsnijmasjiene verrig;
 metaalstroke reguit maak en/of plat maak;
 metaal, met inbegrip van klinknaels, slaan of klink, klinknaels verhit, met klinknaels aanmeekaarsit;
 dele of onderdele stroop met die hand of met masjiene wat gewoonlik deur hierdie klas werkman gebruik word;
 verf, kleefstowwe of erkende bitumastik- en brandwerende of roeswerende stowwe (deklae) met ’n sproei-spuut of kwas aanbring aan dele of onderdele maar nie metaalspuutwerk aan onderdele of samestellende dele verrig nie;
 spoele met band toedraai;
 skroefdraad in boue sny;

- (vii) „werkman graad BR” ’n werknemer wat hoofsaaklik of uitsluitlik onderstaande werksaamhede verrig:—

metaal poets;
 voorafgetoetste en gemerkte leidings met kommutators verbind;
 draad met die hand of ’n masjiën in spoele fatsoeneer;
 masjiene wat bedoel is of permanent aangepas is vir werk met ’n enkele gereedskapstuk en waar handbediening beperk is tot laai-, aansit-, stopsit- en aflaaiwerk, bedien maar nie stel nie;
 spoele in ankerpleuwe plaas of wikkel en pleuwe met wêe sluit;
 sweispunte in posisie plaas;
 spoelwikkelaars opstel;
 spoele fatsoeneer;
 sweispunte skerpmaak maar nie herfatsoeneer nie;

operating goods lifts and letter copying or duplicating machines;
 recording and/or checking identification marks on goods;
 smelting of shavings into ingot form;
 sorting goods and recording the result;
 stirring materials;
 teasing coir and horsehair;
 weighing and recording for despatch;
 wrapping goods;
 writing addresses copied from invoices or packing slips;

- (iv) “machine-setter, qualified”, means an employee who adjusts and/or sets machine tools and presses and who has had more than two years’ experience;
- (v) “machine-setter, unqualified”, means a machine-setter who has had less than two years’ experience;
- (vi) “operative Grade AR” means an employee who is mainly or exclusively engaged in any of the following duties:
- assembling where no fitting is required;
 baking armatures and field coils in oven;
 baring wires;
 bending and/or forming by hand operation in special purpose jigs or formers;
 bonderising brake shoes and clutch plates;
 checking parts with go-no-go gauges, and/or testing devices and/or plug gauges;
 cutting and/or punching of materials by hand or machine to stops or to jigs or to patterns or to templates or to markings or to lengths;
 dipping in varnish, enamels or paint;
 drilling holes previously marked out by a journeyman or machine-setter or drilling with special purpose drilling jigs;
 dressing, grinding by hand or power tool, provided that in all cases of precision dressing the machines concerned shall be pre-set by a journeyman or machine-setter;
 feeding and/or loading and/or starting and/or unloading and/or operating of automatic machines;
 filing of metals, other than precision work;
 fly and/or treadle and/or manual and/or power pressing and/or notching where the work is done with pre-set jigs or dies, excluding the setting of jigs or dies;
 forming of insulation and fitting thereof to armatures and field coils;
 heating lead;
 inspecting visually;
 marking off from patterns or templates by hand;
 operating centreless grinders;
 packing component parts into sets under supervision of an operative supervisor;
 preparation for buffing;
 pre-treatment of materials by chemical process;
 proof-testing components;
 rough grinding where the machine or work is held by hand;
 screwing by hand with die-heads and/or taps and/or screwing machines;
 straightening and/or flattening of metal strips;
 striking metal including rivet striking, rivet heating, riveting;
 stripping parts and components by hand or machines normally used by this class of operative;
 application by spraygun or brush of paint, adhesives or recognised bitumastic and fire resisting or rust preventing substances (coatings) other than metal spraying to parts or components;
 taping coils;
 threading of bolts;

- (vii) “operative Grade BR” means an employee mainly or exclusively engaged in:

buffing of metals;
 connecting previously-tested and marked leads to commutators;
 forming of wire into coils by hand or machine;
 operating but not setting machines designed or permanently adapted for a single tool operation and where manual operations are limited to loading, starting, stopping and unloading;
 placing or winding coils into armature slots and closing slots with wedges;
 placing of welding tips in position;
 setting up of coil winders;
 shaping of coils;
 sharpening but not the re-shaping of welding tips;

soldeer, vertin, aansweet, deurloopdraadswaiswerk, punt-en/of heg- en/of stuiksweiswerk, met inbegrip van die verwydering en vervanging van sweispunte en die skoonmaak van sweispunte met skuurmateriaal of handvle;

kommutators ondersny;

- (viii) „werkman graad CR” ’n werkman wat hoofsaaklik of uitsluitlik werksaam is met die herhalende bediening of versorging, maar nie die stel nie, van halfoutomatiese masjiene, waar die werksiklus deur krag aangedryf word en die eindpunt deur outomatiese stuiters beheer word, met inbegrip van kapstander- en koepeltipe draaibanke, waar alle werksaamhede deur vaste stuiters beperk word;
- (ix) „werkman graad DR” ’n werkman wat hoofsaaklik of uitsluitlik sweiswerk met elektriese sweisuitrusting en/of snywerk met n profielsnymasjiene doen en die verhitings- en snygasmengsels van die sweis- of snyuitrusting by die vlamsvler stel en reguleer; sweis- en/of hardsoldeerwerk verrig volgens setmate en/of volgens onderdele aldus gevorm en/of geplaas ten einde die nodigheid vir ’n setmaat uit te skakel; met dien verstande dat enige vryhandse boog- of gassweiswerk wat deur hierdie werkman graad DR verrig word, beperk moet wees tot sweislasse—
 - (a) wat na onder gedoen word; en
 - (b) aan onderdele waarvan die voltooide gewig hoogstens 30 lb. is; en
 - (c) wat altesaam hoogstens 15 duim lank in een sweisnaat is;
- (x) „werkman-opsigter” ’n werknemer wat hoofsaaklik of uitsluitlik toesig hou oor die werk van werkers in werkman-klasse en oor arbeiders;
- (xi) „werkwinkelwerknemer” ’n werknemer, uitgesonderd ’n skoonmaakster, ’n arbeider of ’n wag, vir wie lone in klousule 10 van hierdie Hoofstuk voorgeskryf word.

KLOUSULE 4.—BETALING VAN VERDIENSTE

- (1) Alle lone moet, behoudens die bepalinge van subklousule (2) van hierdie klousule, weekliks of maandeliks, na gelang van die geval, betaal word.
- (2) (a) Werknemers wat weekliks besoldig word, moet hul lone in kontant betaal word—
 - (i) op elke gewone betaaldag, en wel teen die uitskeityd van die dagskof van die bedryfsinrigting vir daardie dag; of
 - (ii) by diensbeëindiging as dit voor die gewone betaaldag plaasvind.
- (b) Werknemers wat maandeliks besoldig word, moet hul lone in kontant of per tjek betaal word voor of op die laaste werkdag van die maand of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind.
- (3) Alle verdienste moet aan die werknemers oorhandig word in verskeide houe waarop, of vergesel gaan van ’n staat waarop, die volgende vermeld word:—
 - (a) Die naam van die werkgewer;
 - (b) die naam van die werknemer;
 - (c) die datum van betaling;
 - (d) die tydperk ten opsigte waarvan die bedrag betaal word;
 - (e) die getal gewone en oortydure gewerk en die verdienste wat verskuldig is;
 - (f) die getal ure op ’n Sondag gewerk en die verdienste daarvoor verskuldig;
 - (g) besonderhede van alle ander verdienste;
 - (h) besonderhede van bedrae wat afgetrek is;
 - (i) die bedrag wat ingesluit is; en
 - (j) in die geval van ander werknemers as vakmanne, enige bedrag wat as verlofbesoldiging verskuldig is ingevolge subklousule (1) van Afdeling B van klousule 6 van hierdie Hoofstuk.
- (4) Daar mag van geen werknemer vereis word om as deel van sy dienskontrak by sy werkgewer of op ’n plek wat deur die werkgewer aangewys is, in te woon en/of te loseer of om goedere van die werkgewer te koop nie.
- (5) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, mag geen bedrag hoegenaamd, uitgesonderd die volgende, by wyse van skuldvergeelyking of andersins van die verdienste wat ’n werknemer gewoonlik geregtig is om te ontvang, afgetrek word nie:—
 - (a) Behoudens die bepalinge van klousule 6 van hierdie Hoofstuk, waar ’n werknemer van sy werk afwesig is om ’n ander rede as met verlof met betaling, ’n bedrag eweredig aan sodanige afwesigheid, bereken op grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het; met dien verstande dat—

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

undercutting of commutators;

- (viii) “operative Grade CR” means an employee mainly or exclusively engaged in the repetitive operation of or attending to, but not setting, semi-automatic machines where the work cycle is power driven and the end point is controlled by automatic operating stops, including capstan and turret type lathes where all operations are limited by fixed stops;
- (ix) “operative Grade DR” means an employee mainly or exclusively engaged on welding with electric welding equipment and/or cutting with profile cutting machine, and setting and regulating of the heating and cutting gas mixtures of the welding or cutting equipment at the torch; welding and/or brazing to jigs and/or to parts so formed and/or located as to obviate the need for a jig, provided that any freehand arc or gas welding performed by this operative Grade DR must be restricted to welds which are:
 - (a) at down-hand;
 - (b) of components of which the completed weight does not exceed 30 lbs;
 - (c) not in excess of 15 inches total length of one welding seam;
- (x) “operative supervisor” means an employee mainly or exclusively engaged in supervising the work of any operative classes of workers and labourers;
- (xi) “workshop employee” means an employee other than a char, a labourer or a watchman for whom wages are prescribed in Clause 10 of this Chapter.

CLAUSE 4.—PAYMENT OF EARNINGS

- (1) All wages 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 paid employees shall be paid their wages in cash—
 - (i) on each ordinary pay day by the normal stopping time of the day shift of the establishment for that day; or
 - (ii) on termination of employment if this takes place before the ordinary pay day.
- (b) Monthly paid employees shall be paid their wages in cash or by cheque on or before the last working day of the month, or on termination of employment if this takes place before the ordinary pay day of an employee.
- (3) All earnings shall be handed to employees in sealed containers on which shall be reflected, or which shall be accompanied by a statement showing—
 - (a) the name of the employer;
 - (b) the name of the employee;
 - (c) the date of payment;
 - (d) the period in respect of which payment is made;
 - (e) the number of ordinary and overtime hours worked and the earnings due;
 - (f) the number of hours worked on a Sunday and the earnings due therefor;
 - (g) details of any other earnings;
 - (h) details of any deductions which have been made;
 - (i) the amount enclosed; and
 - (j) in the case of employees other than journeymen, any amount due as leave pay in terms of sub-clause (1) of Section B of Clause 6 of this Chapter.
- (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 6 of this Chapter, 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; provided that—

- (i) waar sodanige afwesigheid te wyte is aan ongeskiktheid of 'n siekte wat binne die bestek van die Ongevallewet, 1941, val, die bedrag wat ten opsigte van die eerste week afgetrek kan word, nie meer as 70 persent van die werknemer se loon mag bedra nie;
- (ii) 'n werkgever as 'n opskortende voorwaarde vir die betaling, ingevolge voorbehoudsbepaling (i), van enige bedrag, van die werknemer kan vereis om 'n mediese sertifikaat voor te lê waarin die aard en duur van sy ongesteldheid gemeld word.
- (b) Behoudens die bepalings van klousule 6 van hierdie Hoofstuk, met die skriftelike toestemming van die werknemer, bedrae vir 'n vakansie-, versekerings-, voorsorgs- en/of pensioenfonds, waar sodanige fonds nie deur 'n streekraad of Raad geadministreer word nie.
- (c) Met die skriftelike toestemming van die werknemer en van die streekraad of die Raad, bedrae ten opsigte van tee-, sport- en dergelike klubs, of aankope deur werknemers van hul werkgevers.
- (d) Bydraes aan die Raad ingevolge klousule 11 van Hoofstuk I van hierdie Ooreenkoms en bydraes tot 'n siektebystand-, voorsorgs- en/of pensioenfonds wat deur 'n streekraad of die Raad geadministreer word.
- (e) 'n Bedrag wat 'n werkgever regtens of op bevel van 'n bevoegde hof vir of namens 'n werknemer moet betaal.
- (f) Waar 'n werknemer daarmee instem of daar ingevolge die Bantoes (Stedelike Gebiede) Konsolidasiewet, 1945, soos gewysig, of die Wet op Bantoe-arbeid, 1964, soos gewysig, van hom vereis word om etes en/of huisvesting van sy werkgever aan te neem, 'n bedrag van hoogstens R1.20 per week wanneer etes en huisvesting verskaf word, of hoogstens 80c per week vir slegs etes of 40c per week vir slegs huisvesting.
- (g) Ledegelde vir die Motor Industry Staff Association, die Motor Industry Employees' Union of South Africa en die Motor Industry Combined Workers' Union ingevolge klousule 5 van hierdie Hoofstuk, of ledegelde vir dié ander geregistreerde vakverenigings wat deur 'n streekraad of die Raad goedgekeur mag word.
- (6) Elke werknemer moet, indien sy werkgever dit vereis, by ontvangs van sy verdienste, 'n skriftelike kwitansie daarvoor gee.

KLOUSULE 5.—LEDEGELDE VIR DIE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, DIE MOTOR INDUSTRY STAFF ASSOCIATION, DIE MOTOR INDUSTRY COMBINED WORKERS' UNION EN DIE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION

(1) (a) Elke werkgever wat lid van die South African Motor Industry Employers' Association en/of die South African Vehicle Builders' and Repairers' Association is, moet van die loon van elkeen van sy betrokke werknemers die ledegelde aftrek wat deur sodanige werknemers aan die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association of die Motor Industry Combined Workers' Union betaalbaar is, en moet die bedrag wat aldus afgetrek is, saam met die vorm voorgeskryf deur die streekraad wat regsmag het, aan die sekretaris van die betrokke streekraad gestuur word en wel voor of op die tiende dag van die maand wat volg op die maand waarop die ledegelde betrekking het.

(b) 'n Werkgever wat deur 'n streekraad skriftelik in kennis gestel is dat een of meer van sy werknemers agterstallig is met sy ledegelde of toetredingsgelde vir die Motor Industry Employees' Union of South Africa of die Motor Industry Combined Workers' Union, moet sodanige agterstallige gelde tot 'n maksimum bedrag van hoogstens R4.00 per werknemer, van die besoldiging wat aan sodanige werknemer verskuldig is, aftrek en alle bedrae aldus afgetrek, onverwyld aan die betrokke streekraad te stuur.

(2) Elke werkgever wat lid van die South African Motor Industry Employers' Association is, moet, tensy hy sy ledegeld regstreeks aan genoemde Vereniging betaal het, een twaalfde van sy jaarlikse ledegeld wat aan genoemde Vereniging betaalbaar is, voor of op die 10de dag van elke maand aan die sekretaris van die betrokke streekraad stuur saam met die vorm voorgeskryf deur die streekraad wat regsmag het.

(3) Ledegelde wat die Raad ooreenkomstig die bepalings van subklousules (1) en (2) namens die South African Motor Industry Employers' Association, die Motor Industry Employees' Union of South Africa en die Motor Industry Combined Workers' Union ontvang, moet voor of op die tiende dag van die maand wat volg op die maand waarin die ledegelde ontvang is, aan daardie organisasies betaal word.

KLOUSULE 6.—JAARLIKSE VERLOF

Woordomskrywing

Vir die toepassing van hierdie klousule—

- (1) beteken „verlofsiklus” die tydperk waarin 'n werknemer drie weke verlof ingevolge subklousule (1) van Afdeling A van hierdie klousule verdien;

- (i) where such absence is due to a disablement or an illness falling within the scope of the Workmen's Compensation Act, 1941, the deduction shall in respect of the first week of absence, not exceed 70 per cent of the employee's wage;
- (ii) an employer may, as a condition precedent to the payment in terms of proviso (i) of any amount, require the employee to produce a medical certificate stating the nature and duration of the employee's incapacity;
- (b) Subject to the provisions of Clause 6 of this Chapter, with the written consent of the employee, deductions for holiday insurance, provident and/or pension funds where such funds are not administered by a Regional Council or the Council;
- (c) With the written consent of the employee and of the Regional Council or the Council, deductions in respect of tea, sports and similar clubs, or purchases by employees from their employers;
- (d) Contributions to the Council in terms of Clause 11 of Chapter I of this Agreement and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council;
- (e) Any amount which an employer is legally or by order of a competent Court, required to pay for or on behalf of an employee;
- (f) Where any employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, as amended, or the Bantu Labour Act, 1964, as amended, to accept board and/or lodging from his employer, a deduction not exceeding R1.20 per week when board and lodging is provided, or not more than 80 cents per week for board only or 40 cents per week for lodging only;
- (g) Subscriptions to the Motor Industry Staff Association, the Motor Industry Employees' Union of South Africa and the Motor Industry Combined Workers' Union in terms of Clause 5 of this Chapter, or to such other registered trade unions as may be approved by a Regional Council or the Council.
- (6) Each employee shall, if so required by his employer, upon receiving payment of his earnings, acknowledge receipt thereof in writing.

CLAUSE 5.—SUBSCRIPTIONS TO THE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, THE MOTOR INDUSTRY STAFF ASSOCIATION, THE MOTOR INDUSTRY COMBINED WORKERS' UNION AND THE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION

(1) (a) Every employer who is a member of the South African Motor Industry Employers' Association and/or South African Vehicle Builders' and Repairers' Association shall deduct from the wages of each of his employees concerned the amount of the subscriptions payable by such employees to the Motor Industry Employees' Union of South Africa, the Motor Industry Staff Association or the Motor Industry Combined Workers' Union and shall forward the amount thus deducted with the form prescribed by the Regional Council having jurisdiction to the Secretary of the Regional Council concerned, not later than the 10th day of the month following the month to which the subscriptions relate.

(b) An employer who has been notified in writing by a Regional Council that one or more of his employees is in arrears with Motor Industry Employees' Union of South Africa or Motor Industry Combined Workers' Union subscriptions or entrance fees shall deduct such arrears up to an amount not exceeding R4 per employee from remuneration due to such employee, and shall forthwith remit any amounts so deducted to the Regional Council concerned.

(2) Every employer who is a member of the South African Motor Industry Employers' Association shall not later than the 10th day of each month, unless he has paid his subscription direct to the said Association, forward to the Secretary of the Regional Council concerned with the form prescribed by the Regional Council having jurisdiction, one-twelfth of his annual subscriptions payable to the said Association.

(3) Subscriptions received by the Council in accordance with the provisions of sub-clauses (1) and (2) on behalf of the South African Motor Industry Employers' Association, the Motor Industry Employees' Union of South Africa and the Motor Industry Combined Workers' Union, shall be paid to those organisations not later than the 10th day of the month following the month during which the subscriptions were received.

CLAUSE 6.—ANNUAL LEAVE

Definitions

For the purpose of this Clause—

- (1) "leave cycle" shall mean the period during which an employee earns three weeks' leave in terms of sub-clause (1) of Section A of this Clause;

- (2) word die uitdrukkings „diens” en „skof” geag die volgende in te sluit:—
- (a) Skofte wat korter as dié wat ingevolge hierdie Hoofstuk toegelaat word, van duur is omdat—
- die betrokke werknemer laat by sy werkplek aangekom het maar nie later as 'n halfuur nie; of
 - daar korttyd gewerk is; of
 - sodanige korter skofte gewerk is met die toestemming van die werkgever;
- (b) skofte wat die betrokke werknemer gewoonlik sou gewerk het maar nie gewerk het nie omdat hy—
- met verlof met besoldiging ingevolge hierdie Ooreenkoms afwesig was;
 - ingevolge die Verdedigingswet (No. 44 van 1957) opleiding ondergaan het vir 'n maksimum tydperk van vier maande per jaar;
 - van sy werk afwesig was op las of op versoek van sy werkgever;
 - weens siekte of 'n ongeluk van sy werk afwesig was vir 'n tydperk van altesaam hoogstens 30 dae in 'n verlofsiklus;
 - van sy werk afwesig was op enigene van die openbare vakansiedae wat in klousule 7 van hierdie Hoofstuk bedoel word;
- met dien verstande dat 'n werknemer wat, na die verstryking van sy jaarlikse verlof, sy diens beëindig deur te dros, geen eis ten opsigte van paragraaf (2) (b) (i) hierbo het nie;
- (3) beteken „besoldiging” 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus enige bonus wat gereeld aan die werknemer betaal word, en die bedrag van sodanige bonus word geag die gemiddelde bedrag te wees wat die werknemer ontvang of toegekom het ten opsigte van die tydperk van dertien weke onmiddellik voor die datum waarop die werknemer met sy jaarlikse verlof gaan of sy diens beëindig, of, as daar 'n tydperk van minder as dertien weke gewerk is, die gemiddelde bedrag wat 'n werknemer ontvang het of wat hom toegekom het ten opsigte van die getal volle weke wat hy werklik gewerk het.

OPMERKING.—Die res van hierdie klousule word soos volg in 4 afdelings verdeel:—

Afdeling A wat handel oor jaarlikse verlof en onder andere sulke sake bepaal soos wie op jaarlikse verlof geregtig is, die tydperk van die jaarlikse verlof wat aan werknemers verleen moet word, wanneer die verlof verskuldig word, die berekening van verlofbesoldiging, ens.;

Afdeling B wat bepalinge betreffende opgelope verlofbesoldiging bevat;

Afdeling C wat bepalinge betreffende addisionele vakansiebesoldiging bevat; en

Afdeling D wat bepalinge vir die administrasie van 'n „gebeurlikheidsreserwe” bevat.

AFDELING A.—JAARLIKSE VERLOF

(1) Drie weke jaarlikse verlof met volle besoldiging moet verleen word aan vakleerlinge, kwekelinge wat opleiding ingevolge die Wet op Opleiding van Ambagsmanne ontvang en aan alle werknemers vir wie lone of besoldiging in hierdie Hoofstuk van die Ooreenkoms voorgeskryf word en wat sedert die datum van indiensneming of met ingang van 'n datum waarop die vorige jaarlikse verlof verskuldig geword het (naamlik die jongste datum), die tydperke ononderbroke diens wat in die bylae van hierdie subklousule gemeld word, by dieselfde werkgever voltooi het.

Bylae

- (a) Weekliks besoldigde werknemers, uitgesonderd wagte: 261 skofte, uitgesonderd oortydwerk.
- (b) Wagte en maandeliks besoldigde werknemers: 12 maande.
- (2) Die jaarlikse verlof word verskuldig sodra 'n werknemer die kwalifiserende tydperk wat in subklousule (1) van hierdie Afdeling gemeld word, voltooi het, maar dit kan voor- of nadat dit verskuldig geword het, geneem word as—
- (a) die werkgever se besigheid dit vereis; of
- (b) die werkgever en die werknemer aldus ooreenkom; met dien verstande dat die jaarlikse verlof onder geen omstandighede meer as twee maande voor die datum waarop dit verskuldig word, geneem mag word nie en ook dat dit nie vir meer as vier maande na die datum waarop dit verskuldig geword het, uitgestel mag word nie tensy die betrokke werknemer en die werkgever voor die verstryking van sodanige tydperk van vier maande skriftelik daartoe ooreengekom het, en sodanige verlof mag nie met langer as ses maande na die datum waarop dit verskuldig geword het, uitgestel word nie.

- (2) the terms “employment” and “shift” shall be deemed to include—

- (a) shifts which are of shorter duration than those permitted in terms of this Chapter, because—
- the employee arrived late at his place of work, but such lateness did not exceed half-an-hour; or
 - short-time was worked; or
 - 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 because he was—
- absent on paid leave in terms of this Agreement;
 - undergoing training in terms of the Defence Act (Act No. 44 of 1957), to the extent of a maximum period of four months per year;
 - absent from work on the instruction or at the request of his employer;
 - absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any leave cycle;
 - absent from work on any of the public holidays referred to in Clause 7 of this Chapter;
- provided that an employee who, after the expiration of his annual leave, ends his employment by desertion, shall have no claim in respect of paragraph (2) (b) (i) above;

- (3) “remuneration” means an employee’s wages as defined in this Agreement plus any bonus regularly paid to the employee, the amount of such bonus being deemed to be the average amount received by or accrued to an employee in respect of the period of 13 weeks immediately preceding the date the employee goes on annual leave or terminates his employment, or if a period of less than 13 weeks has been worked the average amount received by or accrued to an employee in respect of the number of complete weeks actually worked.

NOTE.—The remainder of this Clause is sub-divided 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 which contains provisions relating to additional holiday pay; and

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

SECTION A.—ANNUAL LEAVE

(1) Three weeks annual leave on full pay shall be granted to apprentices, trainees undergoing training under the Training of Artisans Act, and to all employees for whom wages or remuneration are prescribed in this Chapter of the Agreement 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: 261 shifts excluding overtime.
- (b) Watchmen and monthly paid employees: 12 months.
- (2) 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—
- the exigencies of the employer’s business so require; or
 - the employer and the employee so agree;
- provided that annual leave shall in no circumstances be taken more than two months before due date, nor delayed for more than four months after due date unless the employee and the employer concerned have, before the expiry of such period of four months, agreed thereto in writing, and shall not be delayed by more than six months after due date.

(3) Besoldiging vir jaarlikse verlof word, behoudens die bepalings van subklousule (1) van hierdie Afdeling, bereken teen die besoldiging wat die werknemer ontvang op die datum waarop hy met sy jaarlikse verlof gaan, en die werkgever moet dit aan hom betaal op die laaste werkdag voor die begin van sy verlof.

(4) Indien enigeen van die openbare vakansiedae met besoldiging wat in klousule 7 (1) van hierdie Hoofstuk bedoel word, op 'n werkdag binne die verloftydperk van 'n werknemer val, moet die werkgever of—

(a) een werkdag met volle besoldiging by genoemde tydperk van verlof voeg ten opsigte van elke sodanige openbare vakansiedag met besoldiging; of

(b) aan die betrokke werknemer een gewone dag se loon in plaas van verlof betaal op die betaaldag wat onmiddellik op sodanige werknemer se verloftydperk volg.

(5) (a) Jaarlikse verlof mag nie met enige tydperk wat 'n werknemer kennis van diensbeëindiging gegee is en ook nie, tensy die werknemer dit skriftelik versoek, met enige tydperk wat 'n werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan, saamval nie.

(b) Enige tydperk wat 'n werknemer met siekteverlof is soos in klousule 42 van Hoofstuk I van hierdie Ooreenkoms voorgeskryf, tel nie as deel van sodanige werknemer se jaarlikse verlof nie.

(6) Geen werknemer mag gedurende sy verloftydperk sy gewone beroep beoefen nie, en geen werknemer mag van 'n werknemer vereis of hom toelaat om gedurende sy verloftydperk in die Nywerheid te werk nie.

(7) Behoudens die bepalings van subklousule (4) van klousule 17 van hierdie Hoofstuk, mag geen bedrag by wyse van skuldvergelyking ten opsigte van gelde wat aan die werkgever verskuldig mag wees, van die verlofbesoldiging afgetrek word nie.

(8) By die beëindiging van die diens van 'n werknemer wat ingevolge subklousule (1) van hierdie Afdeling vir jaarlikse verlof gekwalifiseer het maar aan wie dit nie verleen is nie of wat dit op die datum van sodanige beëindiging nog nie geneem het nie, moet die werkgever hom 'n bedrag aan verlofbesoldiging betaal wat bereken is ooreenkomstig die bepalings van subklousule (1) van Afdeling B van hierdie klousule.

(9) (a) 'n Werkgever kan ter eniger tyd, maar nie meer as een maal in 'n tydperk van twaalf agtereenvolgende maande nie, sy bedryfsinrigting sluit vir die doel om die jaarlikse verlof wat in hierdie klousule voorgeskryf word, aan sy werknemers te verleen, en waar 'n werknemer op die datum van die sluiting van die bedryfsinrigting nie op die volle voorgeskrewe jaarlikse verloftydperk geregtig is nie, moet die werkgever hom 'n bedrag, bereken op die grondslag voorgeskryf in subklousule (1) van Afdeling B van hierdie klousule, betaal asof sy diens beëindig is, plus besoldiging ten opsigte van enigeen van die openbare vakansiedae met besoldiging wat binne die tydperk val wat die bedryfsinrigting gesluit is en wat ingevolge subklousule (4) van hierdie Afdeling by 'n werknemer se jaarlikse verlof gevoeg moet word, ten minstens die loon wat hy gewoonlik vir sy gewone werkure vir daardie dag van die week sou ontvang het; met dien verstande dat daar, behoudens die bepalings in subklousule (2) van hierdie Afdeling, van onderhoudspersoneel vereis kan word of dat hulle toegelaat kan word om gedurende die tydperk wat hul bedryfsinrigting ingevolge hierdie paragraaf gesluit is, te werk.

(b) Vir die toepassing van hierdie klousule beteken „onderhoudspersoneel” werknemers wat besig is met die onderhoud, opknapping of herstel van masjinerie, uitrusting of installasie.

AFDELING B.—OPGELOPE VERLOFBESOLDIGING

(1) Behoudens die bepalings van subklousule (3) van hierdie Afdeling en die voorbehoudsbepaling by die omskrywing van „skof” aan die begin van hierdie klousule, is 'n werknemer wat uit sy werk ontslaan word of wat sy diens verlaat voordat hy vir jaarlikse verlof ingevolge subklousule (1) van Afdeling A van hierdie klousule gekwalifiseer het, geregtig op opgelope verlofbesoldiging wat gelyk is aan 3/52stes van een week se besoldiging vir elke voltooide week diens (d.w.s. 5 skofte) vanaf die datum waarop hy by die werkgever begin werk het of die datum waarop sy verlof laas verskuldig geword het, naamlik die jongste datum.

(2) (a) In die geval van alle werknemers, uitgesonderd vakmanne, moet die opgelope verlofbesoldiging wat in subklousule (1) van hierdie Afdeling bedoel word, by diensbeëindiging regstreeks aan die werknemer betaal word.

(b) In die geval van vakmanne moet die opgelope verlofbesoldiging nie aan die werknemer oorhandig of deur hom aangeneem word nie maar moet dit onmiddellik by diensbeëindiging deur die werkgever aan die sekretaris van die streekraad wat regsmag het, gestuur word.

(c) 'n Werkgever moet, wanneer hy 'n bedrag ingevolge paragraaf (b) van hierdie subklousule betaal, 'n verlofbetalbewys in die vorm voorgeskryf in Aanhangsel C van hierdie Ooreenkoms,

(3) Subject to sub-clause (1) of this section pay for annual leave shall be calculated at the rate of remuneration which the employee is receiving at the date on which he proceeds on his annual leave and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(4) If any of the paid public holidays referred to in Clause 7 (1) of this Chapter falls on a working day within the period of leave of an employee the employer shall either—

(a) add one working day on full pay to the said period of leave in respect of each such paid public holiday; or

(b) pay to the employee in question one normal day's pay in lieu of leave on the pay day immediately following such employee's period of leave.

(5) (a) Annual leave shall not be concurrent with any period during which the employee is under notice of termination of employment, nor, unless the employee so requests, in writing, with any period during which an employee is undergoing military training in terms of the Defence Act, 1957.

(b) Any period during which an employee is on sick leave as prescribed in Clause 42 of Chapter I of this Agreement, shall not be counted as part of such employee's annual leave.

(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) Except as provided in sub-clause (4) of Clause 17 of this Chapter, no deductions from leave pay shall be made as a set-off against any moneys which may be owing to the employer.

(8) 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.

(9) (a) An employer may at any time, but not more than once in any period of 12 consecutive months, close his establishment for purposes of granting his employees annual leave as prescribed by this clause and where at the date of the closing of the establishment any employee is not entitled to the full prescribed period of annual leave, the employer shall pay him an amount calculated on the basis laid down in sub-clause (1) of Section B of this clause as if his employment had terminated, plus remuneration in respect of any of the paid public holidays which fall during the period that the establishment is closed and are required to be added to an employee's annual leave in terms of sub-clause (4) of this section, at a rate not less than he would normally have received for his ordinary working hours for that day of the week; provided that maintenance personnel may, subject to the provisions of sub-clause (2) of this section, be required or permitted to work during the period that an establishment is closed in terms of this paragraph.

(b) For the purpose of this clause maintenance personnel shall mean employees engaged in the maintenance, overhauling or repairing of machinery, equipment or plant.

SECTION B.—ACCRUED LEAVE PAY

(1) Subject to the provisions of sub-clause (3) of this section and to the proviso to the definition of „shifts” at the beginning of this clause, 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 of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed week of employment (i.e. 5 shifts) from the date of beginning work with the employer or from the date on which his last leave became due whichever is the later.

(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 taken by the employee, but shall immediately on termination of service be remitted by the employer to the Secretary of the Regional Council having jurisdiction.

(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 of this

in viervoud invul, een kopie in sy besit hou, een kopie aan die sekretaris van die betrokke streekraad stuur en die ander twee kopieë aan die betrokke vakman oorhandig wat een kopie onmiddellik moet onderteken en aan die sekretaris van die streekraad moet stuur en die ander kopie moet bewaar vir die toepassing van paragraaf (d) van hierdie subklousule.

(d) Waar 'n werkmán wat uit sy werk ontslaan is of sy werk verlaat het voordat hy vir jaarlikse verlof gekwalifiseer het, by 'n ander werkgewer in die Motornywerheid in diens tree, is die volgende bepalings van toepassing:—

- (i) Die vakman moet aan die nuwe werkgewer dié kopieë van die verlofbesoldigingsbewyse voorlê wat deur vorige werkgewers in die Motornywerheid aan hom uitgereik is en wat sodanige werknemer ingevolge paragraaf (c) van hierdie subklousule bewaar het.
 - (ii) Die vakman se verlof word aan hom verskuldig wanneer hy by die nuwe werkgewer 'n getal skofte of 'n tydperk gewerk het wat gelyk is aan dié wat in die bylae van subklousule (1) van Afdeling A van hierdie klousule voorgeskryf word, gewerk het, min die totale getal skofte of tydperke gemeld op die verlofbesoldigingsbewyse wat hy aan die nuwe werkgewer oorhandig het.
 - (iii) Twee weke voordat die vakman verlof met betaling van die nuwe werkgewer neem, moet die kopie van die verlofbesoldigingsbewys wat die vakman aan sy nuwe werkgewer oorhandig het, onderteken en aan die betrokke streekraad voorgelê word en moet daar aansoek gedoen word om betaling van die bedrag van die bewys.
 - (iv) Die nuwe werkgewer moet aan die vakman die bedrag van die verlofbesoldiging wat ingevolge hierdie klousule aan hom toekom, betaal wanneer hy sy verlof met betaling neem.
 - (v) 'n Vakman wat sy diens verlaat nadat sy verlof verskuldig geword het maar voordat dit aan hom verleen is, moet deur die werkgewer die bedrag betaal word wat as verlofbesoldiging aan hom verskuldig was op die datum waarop sy verlof verskuldig geword het, en die vakman moet self die bedrag van enige verlofbesoldigingsbewys wat in sy besit is, van die betrokke streekraad eis deur sodanige bewys te onderteken en dit aan die sekretaris van die streekraad voor te lê.
- (3) Opgeloope verlofbesoldiging wat deur 'n streekraad of deur 'n werkgewer ten behoeve van 'n werknemer gehou word wat weens gesondheidsredes of weens ander ongeskiktheid nie meer sy beroep kan voortsit nie, word onmiddellik aan die werknemer betaalbaar, en opgeloope verlofde wat verskuldig is aan 'n werknemer wat in die loop van sy diens te sterwe kom, word onmiddellik aan sy boedel betaalbaar.

(4) Alle bedrae wat ten opsigte van verlofbesoldiging ontvang word, moet in 'n spesiale rekening gedeponeer word wat deur streekraade gehou moet word.

(5) Opgeloope verlofbesoldiging wat ten behoeve van 'n vakman gehou word, moet—

- (a) as hy die Nywerheid verlaat, behoudens die bepalings van subklousule (3) van hierdie Afdeling aan hom betaal word by verstryking van 52 weke vanaf die datum waarop die verlofbesoldiging begin ooploop het;
 - (b) terwyl hy nog in die Nywerheid werksaam is, aan hom betaal word wanneer hy sy jaarlikse verlof neem;
- of dit kan na goedvinde van die betrokke streekraad vroeër betaal word.

AFDELING C.—ADDISIONELE VAKANSIEBESOLDIGING

(1) Elke werkgewer moet ten opsigte van elke vakman wat by hom in diens is, 'n addisionele vakansiebesoldiging van R2.00 vir elke week diens betaal; met dien verstande dat—

- (a) waar 'n vakman loon vir altesaam minder as 23 uur in 'n bepaalde week ontvang of daarop geregtig is, geen addisionele vakansiebesoldiging, behoudens die bepalings van subparagraaf (b) (iv) van die omskrywing van „skof” aan die begin van hierdie klousule, ten opsigte van daardie week ten behoeve van sodanige werknemer betaalbaar is nie; en
- (b) waar 'n vakman in enige verlofsiklus weens siekte of 'n ongeluk vir dertig dae van sy werk afwesig was, sy werkgewer die addisionele vakansiebesoldiging met 40c kan verminder ten opsigte van elke verdere dag afwesigheid weens siekte of 'n ongeluk.

(2) Die bedrae wat ingevolge subklousule (1) van hierdie Afdeling betaalbaar is, moet maandeliks deur die werkgewer en wel voor of op die tiende dag van die maand wat volg op dié waarop sodanige bedrae betrekking het, aan die sekretaris van die streekraad in wie se reggebied sy bedryfsinrigting geleë is, gestuur word onder dekking van en saam met die besonderhede vereis in die vorm wat vir hierdie doel deur die betrokke streekraad voorgeskryf word.

Agreement, shall retain one copy in his possession, forward one copy to the Secretary of the Regional Council concerned, and hand the remaining two 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 paragraph (d) of this sub-clause.

(d) Where a journeyman, who has been discharged from or has left his employment before he has qualified for annual leave, enters the service of another employer in the Motor Industry, the following provisions shall apply—

- (i) The journeyman must produce to the new employer copies of leave pay vouchers issued to him by previous employers in the Motor Industry and retained by such employee in terms of paragraph (c) of this sub-clause.
- (ii) The journeyman's leave shall become due when he has worked with the new employer a number of shifts or a period equivalent to those prescribed in the Schedule to sub-clause (1) of Section A of this clause, less the aggregate of the shifts or periods shown on the copy leave pay vouchers handed by him to the new employer.
- (iii) Two weeks before the journeyman is due to take paid leave from the new employer the copy leave pay voucher handed by the journeyman to his new employer must be signed and submitted to the Regional Council concerned and application made for payment of the amount of the voucher.
- (iv) The new employer shall pay to the journeyman when he takes his paid leave the amount of leave pay accrued to him in terms of this clause.
- (v) A journeyman who leaves his employment after his leave has fallen due but before it has been granted must be paid by the employer the amount due to him as leave pay at the time his leave fell due, and must himself claim from the Regional Council concerned the amount of any leave pay vouchers held by him by signing these and submitting them to the Secretary of the Regional Council.

(3) Accrued leave pay held by a Regional Council or by an employer on behalf of an employee who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and accrued leave moneys due to an employee who dies in the course of his employment shall become payable immediately to his estate.

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

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

- (a) if he leaves the Industry, subject to sub-clause (3) of this section on the expiry of fifty-two weeks calculated from the date on which the leave pay commenced to accrue;
- (b) while he is employed in the Industry, when he proceeds on annual leave;

or earlier at the discretion of the Regional Council concerned.

SECTION C.—ADDITIONAL HOLIDAY PAY

(1) Every employer shall in respect of every journeyman employed by him pay additional holiday pay of R2 for each week of employment; provided that—

- (a) where a journeyman receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall, subject to the provisions of sub-paragraph (b) (iv) of the definition of “shifts” at the beginning of this clause, be payable on behalf of such employee in respect of that week; and
- (b) where in any leave cycle a journeyman has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by 40c in respect of each further day of absence through illness or accident.

(2) The amounts payable in terms of sub-clause (1) 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 required in the form prescribed for this purpose by the Regional Council concerned.

(3) Die addisionele vakansiebesoldiging wat ingevolge subklousule (1) betaalbaar is, is, behoudens die bepalinge van klousule 34 (A) van Hoofstuk I, aan vakmanne betaalbaar wanneer hulle met hul jaarlikse verlof gaan, en aansoek daarvoor moet minstens twee weke voordat die begunstigde se verlof begin, by die betrokke streeksekretaris ingedien word.

(4) Geen bedrae mag, behoudens die bepalinge van subklousule (4) van klousule 17, by wyse van skuldvergeliking van die addisionele vakansiebesoldiging afgetrek word nie ten opsigte van gelde wat aan die werkgewer verskuldig mag wees.

(5) Alle werkers, uitgesonderd vakmanne, moet 'n bedrag aan addisionele vakansiebesoldiging deur hul werkgewers betaal word wanneer hulle met jaarlikse verlof gaan.

(6) (a) Die bedrag van die addisionele vakansiebesoldiging wat in subklousule (5) van hierdie Afdeling bedoel word, is een week se loon ten opsigte van elke twaalf maande diens.

(b) Die een week se loon wat in paragraaf (a) van hierdie subklousule bedoel word, word bereken teen die loon wat die werknemer verdien wanneer hy met verlof gaan.

(c) Die bedrag van die addisionele vakansiebesoldiging wat in paragraaf (a) van hierdie subklousule bedoel word, word met 1/52stes verminder vir elke week wat die werknemer nie 'n volle vyf skofte werk nie, en 'n „skof” het vir die toepassing van hierdie subklousule die betekenis wat in paragraaf (2) aan die begin van klousule 6 van hierdie Hoofstuk daaraan geheg word.

(7) Wanneer 'n werknemer, uitgesonderd 'n vakman, die diens van sy werkgewer verlaat voordat hy vir die addisionele vakansiebesoldiging kwalifiseer, moet sodanige werknemer by diensbeëindiging 'n pro rata gedeelte van sy addisionele vakansiebesoldiging betaal word.

(8) Die bepalinge van subklousules (3), (4) en (5) van Afdeling B van hierdie klousule is *mutatis mutandis* ten opsigte van addisionele vakansiebesoldiging van toepassing.

AFDELING B.—GEBEURLIKHEIDSRERWE

(1) Verlofbesoldiging en addisionele vakansiebesoldiging wat in die besit van streekrade is en wat na verstryking van drie jaar vanaf die datum van ontvangs onopgeëis is, word in 'n gebeurlikheidsreserwe (hieronder die „Reserwe” genoem) gestort wat vir die voordeel van werknemers in die Nywerheid benut moet word soos die Raad mag bepaal; met dien verstande dat—

(a) dié verlofbesoldiging of addisionele vakansiebesoldiging (of gedeelte daarvan) wat die raad beskou as meer as wat nodig is om die Reserwe te finansier, aan die Raad verbeur word;

(b) verlofbesoldiging of addisionele vakansiebesoldiging wat aan die Raad verbeur is of wat ingevolge hierdie subklousule in die Reserwe gestort is en wat daarna deur die begunstigde geëis word, na goedvinde van die Raad betaal kan word.

(2) Streekrade moet die Reserwe administreer ooreenkomstig beginsels wat deur die Raad geformuleer is, en 'n kopie van die memorandum wat sodanige beginsels en besonderhede van alle wysigings bevat, moet by die Sekretaris van Arbeid ingedien word.

(3) Ingeval die Raad ontbind word, moet alle gelde wat ten tyde van sodanige ontbinding in die krediet van die Reserwe staan, geag word deel van die Raad se kontantbates uit te maak en moet dienoreenkomstig daarmee gehandel word.

(4) Ingeval hierdie Ooreenkoms weens tydverloop verstryk of om 'n ander rede gestaak word, moet die Reserwe, behoudens die bepalinge van subklousule (3) van hierdie Afdeling, nog ingevolge klousule (2) van hierdie Afdeling geadministreer word; met dien verstande dat, as 'n ander ooreenkoms vir die Nywerheid nie binne 'n tydperk van twee jaar na sodanige verstryking of staking aangegaan word nie, alle gelde wat in die krediet van die Reserwe staan, aan die Raad verbeur word.

(5) Die administrasiekoste van die Reserwe en die spesiale rekening wat in Afdeling B van hierdie klousule bedoel word, moet gedra word deur streekrade, wat na hul goedvinde enige deel van die fondse wat voorhande is, in 'n goedgekeurde bank en/of bouvereniging kan belê, en die rente wat uit sodanige belegging verkry word, moet deur sodanige streekrade teruggehou word om die administrasiekoste van die Reserwe en van genoemde spesiale rekening te bestry.

KLOUSULE 7.—BETALING VAN OPENBARE VAKANSIEDAE

(1) Waar Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Gesinsdag, Krugerdag, Kersdag, Tweede Kerdag of Nuwejaarsdag binne 'n werknemer se gewone werkweek val en die werknemer nie op sodanige dag werk nie, moet sy werkgewer hom ten opsigte daarvan betaal teen die besoldiging wat hy gewoonlik vir sy gewone werkure vir daardie dag van die week ontvang.

Waar enigeen van hierdie vakansiedae op 'n Sondag val, word die daaropvolgende Maandag vir die toepassing van hierdie klousule geag daardie besondere vakansiedag te wees.

(3) Subject to the provisions of Clause 34 (A) of Chapter I the additional holiday pay payable in terms of sub-clause (1) shall be payable to journeymen when they proceed on annual leave, and application for it shall be lodged with the Regional Secretary concerned at least two weeks before the beneficiary's leave is due to begin.

(4) Subject to the provisions of sub-clause (4) of Clause 17, no deductions from additional holiday pay shall be made as a set-off against any moneys which may be owing to the employer.

(5) All workers other than journeymen shall be paid an amount of additional holiday pay by their employers when they proceed on annual leave.

(6) (a) The amount of the additional holiday pay referred to in sub-clause (5) of this section shall be one week's wage in respect of each 12 months of employment.

(b) The one week's wage referred to in paragraph (a) of this sub-clause shall be calculated at the rate the employee is earning when he goes on leave.

(c) The amount of the additional holiday pay referred to in paragraph (a) of this sub-clause shall be reduced by one fifty-second for each week during which the employee does not work a full five shifts, a "shift" for this purpose having the meaning given to this term in paragraph (2) at the beginning of Clause 6 of this Chapter.

(7) Where an employee other than a journeyman leaves the services of his employer before qualifying for additional holiday pay, such employee shall be paid a *pro rata* portion of his additional holiday pay on termination of service.

(8) The provisions of sub-clauses (3), (4) and (5) of Section B of this clause shall apply *mutatis mutandis* in respect of additional holiday pay.

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 may determine; provided that—

(a) any such leave pay or additional holiday pay (or portion thereof) as the Council may regard as being in excess of what is required to finance the reserve, shall be forfeited to the Council;

(b) any leave pay or additional holiday pay which has been forfeited to the Council or paid to the reserve in terms of this sub-clause, and which is subsequently claimed by the beneficiary may be paid at the discretion of the Council.

(2) The reserve shall be administered by Regional Councils in accordance with principles formulated by the Council and a copy of the memorandum containing such principles and particulars of any amendments, shall be lodged with the Secretary for 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 this 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 for the Industry is not negotiated 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 reserve and the special account referred to in Section B of this clause, 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 reserve and of the said special account.

CLAUSE 7.—PAYMENT FOR PUBLIC HOLIDAYS

(1) Where Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Family Day, Kruger Day, Christmas Day, Boxing Day or New Year's Day fall 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.

(2) Wanneer 'n werknemer, uitgesonderd 'n wag, werk op enigen van die dae genoem in subklousule (1), moet sy werkgever, benewens die besoldiging wat ingevolge genoemde subklousule aan hom betaalbaar is—

- (a) hom teen minstens sy uurloon betaal vir elke uur of deel van 'n uur aldus gewerk vir die duur van sy gewone skof;
- (b) hom dubbel sy uurloon betaal vir elke uur of deel van 'n uur langer as sy gewone skof op sodanige dag gewerk.

(3) Wanneer een van die wettoregetelike openbare vakansiedae wat in subklousule (1) bedoel word, op 'n nie-werkdag (uitgesonderd 'n Sondag) val, moet 'n werknemer (uitgesonderd 'n wag) wat op sodanige wettoregetelike openbare vakansiedag werk, betaal word teen die besoldiging voorgeskryf in subklousule (3) van klousule 13 van hierdie Hoofstuk.

(4) Waar twee derdes van die werknemers in 'n bedryfsinrigting verlof vra ten opsigte van 'n ander wettoregetelike openbare vakansiedag as dié wat in subklousule (1) van hierdie klousule bedoel word, is die werkgever geregtig om sy bedryfsinrigting op sodanige vakansiedag te sluit en is geen werknemer op betaling daarvoor geregtig nie.

(5) Waar 'n werkgever onder ander omstandighede as dié bedoel in subklousule (4) van hierdie klousule, sy bedryfsinrigting sluit op 'n wettoregetelike openbare vakansiedag wat nie in subklousule (1) van hierdie klousule bedoel word nie, moet hy al sy werknemers minstens die besoldiging betaal wat hulle sou ontvang het as hulle hul gewone werkure op daardie dag van die week gewerk het.

KLOUSULE 8.—VERSKAFFING VAN OORPAKKE EN OORPAKTOELAES

Bedryfsinrigtings in alle streke, wat ingevolge hierdie Hoofstuk geregistreer is, moet 'n minimum van drie eerstegraadse ketelmakeroorpakke of wasbare jasse per jaar gratis aan elke vakman en vakleerling in sy diens verskaf op die grondslag van twee oorpakke aan die begin van die eerste tydperk van ses maande en een aan die begin van die tweede tydperk van ses maande. Die gebruikte oorpakke bly die eiendom van die werknemer wanneer nuwe oorpakke uitgereik word.

KLOUSULE 9.—STUKWERK

(1) Daar mag geen stukwerk uitbesteek of verrig word nie tensy die toestemming van die betrokke streekraad verkry word.

(2) 'n Werknemer wat stukwerk verrig, moet minstens die volle bedrag ontvang wat hy ingevolge die stukwerk tariewe waarvoor hy en sy werkgever ooreengekom het, verdien het; met dien verstande egter dat geen werkgever minder betaal mag word nie as die voorgeskryfde bedrag wat hy sou verdien het as hy op die tydwerkgrondslag in diens was vir die tydperk wat dit hom geneem het om die betrokke werk te verrig.

(3) Vakleerling mag nie vir stukwerk in diens geneem word nie.

KLOUSULE 10.—LONE

Die minimum loon wat 'n werkgever aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is dié soos in onderstaande loonlys uiteengesit:—

(OPMERKING.—In die geval van maandeliks besoldigde werknemers, is die minimum loon vier en een derde maal die bedrag wat in hierdie lys genoem word.)

Loon per week
Alle gebiede
R

Skoonmaakster	6.90
Vakman	40.00
Arbeider	9.66
Masjiensetter, gekwalifiseer	39.31
Masjiensetter, ongekwalifiseer:—	
gedurende eerste twaalf maande ondervinding	13.34
gedurende tweede twaalf maande ondervinding	21.16
Werkman graad AR:—	
gedurende eerste drie maande ondervinding	11.50
daarna	11.96
Werkman graad BR:—	
gedurende eerste ses maande ondervinding	11.96
daarna	12.88
Werkman graad CR:—	
gedurende eerste ses maande ondervinding	13.34
daarna	13.80
Werkman graad DR:—	
gedurende eerste maand ondervinding	15.18
daarna	16.10
Werkman-opsigter	16.10
Wag	10.58

(2) Whenever any employee, other than a watchman, works on any of the days enumerated in sub-clause (1) his employer shall, in addition to the remuneration payable in terms of the said sub-clause pay him—

- (a) at a rate not less than his hourly wage for each hour or part of an hour so worked up to the duration of his normal shift;
- (b) double his hourly wage for each hour or part of an hour worked in excess of his normal shift on such day.

(3) Whenever one of the statutory public holidays referred to in sub-clause (1) falls on a non-working day, other than a Sunday, an employee other than a watchman who works on such statutory public holiday shall be remunerated at the rates prescribed in sub-clause (3) of Clause 13 of this Chapter.

(4) 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.

(5) Where an employer in circumstances other than those referred to in sub-clause (4) 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.

CLAUSE 8.—SUPPLY OF OVERALLS AND OVERALL ALLOWANCE

Establishments in all Regions registered in terms of this Chapter shall supply free of charge to each journeyman and apprentice employed a minimum of three first grade boilermaker's overalls or washing coats per year, on the basis of two overalls at the commencement of the first period of six months and one at the commencement of the second period of six months. The used overalls shall remain the property of the employee when a new issue is made.

CLAUSE 9.—PIECE-WORK

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

(2) An employee who performs piece-work shall receive not less than the full amount earned by him under the piece-work rates agreed to between himself and his employer, provided however, that no employee shall be paid less than the prescribed amount which he would have earned if he had been employed on the time-work basis for the period taken to perform the work concerned.

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

CLAUSE 10.—WAGES

The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out in the following Wage Schedule:—

NOTE.—In the case of monthly paid employees, the minimum wage shall be four and one-third times the amount reflected in this Schedule.

Wage per Week
All Areas
R

Char	6.90
Journeyman	40.00
Labourer	9.66
Machine-setter, qualified	39.31
Machine-setter, unqualified:—	
During first 12 months of experience	13.34
During second 12 months of experience	21.16
Operative Grade AR:—	
During first 3 months of experience	11.50
Thereafter	11.96
Operative Grade BR:—	
During first 6 months of experience	11.96
Thereafter	12.88
Operative Grade CR:—	
During first 6 months of experience	13.34
Thereafter	13.80
Operative Grade DR:—	
During first month of experience	15.18
Thereafter	16.10
Operative Supervisor	17.10
Watchman	10.58

KLOUSULE 11.—DIFFERENSIËLE LONE EN VERBODE INDIENSNEMING

(1) *Verbode Indiensneming:*

- (a) Geen werkgewer mag iemand anders as 'n vakman, vakleerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, vir ambagswerk in diens neem nie; met dien verstande dat hierdie klousule nie geag word die indiensneming van ander klasse werknemers teen die lone wat vir sodanige klasse voorgeskryf word, vir die werksaamhede en onder die omstandighede gespesifiseer in die woordskrywings van sodanige klasse, te belet nie.
- (b) Geen werknemer mag 'n werknemer wat onder sy toesig werk, uitgesonderd 'n vakman, vakleerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, opdrag gee of toelaat om vakmanswerk te verrig nie.

OPMERKING.—Alle bedrae te min aan loon betaal as gevolg van of in verband met onwettige indiensneming ingevolge hierdie klousule, word ooreenkomstig artikel 83 van die Wet bepaal.

(2) *Differensiële lone—Wettige indiensneming:*

'n Werknemer wat, sonder om subklousule (1) van hierdie klousule te oortree, van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam 60 minute op 'n bepaalde dag of benewens sy eie werk of ter vervanging daarvan werk van 'n ander klas te verrig waarvoor of—

- (a) 'n hoër loon as dié van sy eie klas of
- (b) 'n stygende loonskaal wat uitloop op 'n hoër loon as die van sy eie klas,

voorgeskryf word, moet aan sodanige werknemer ten opsigte van daardie dag—

- (i) in die geval bedoel in paragraaf (a), minstens die dagloon betaal wat teen die hoër loon bereken is, en
- (ii) in die geval bedoel in paragraaf (b), minstens die dagloon betaal bereken op die kerf in die stygende loonskaal wat onmiddellik hoër is as die loon wat die werknemer vir sy gewone werk ontvang het.

KLOUSULE 12.—GEWONE WERKURE

(1) Die gewone werkure van 'n werknemer is hoogstens 46, uitgesonderd etenspouses, in 'n bepaalde week en nege en 'n kwart, uitgesonderd etenspouses, op 'n bepaalde dag.

(2) Geen werkgewer mag van 'n werknemer vereis of hom toelaat—

- (a) om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie; met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur pouses van minder as een uur onderbreek word, geag word aaneenlopend te wees;
- (b) om, as dit 'n vrou is, tussen 6 nm. en 6 vm. te werk nie;
- (c) om, behoudens die bepalings van klousule 14 van hierdie Hoofstuk, sy gewone weeklikse ure op ander dae as Maandae, Dinsdae, Woensdae, Donderdae of Vrydae te werk nie.

(3) Dit is vir 'n werkgewer toelaatbaar om verskillende begin- en uitskeitye op enige dag te reël ten opsigte van verskillende werknemers; met dien verstande dat die tydperk tussen sodanige begin- en uitskeitye op 'n bepaalde dag altesaam nie pouses van meer as 45 minute in 'n bepaalde bedryfsinrigting mag oorskry nie.

(4) Alle werknemers is geregtig op en moet ruspouse van minstens 10 minute toegestaan word so na aan moontlik aan die middel van elke werktydperk in die oggend en in die namiddag, en sodanige pouse word, vir die berekening van besoldiging, geag deel van die gewone werkure te wees.

(5) Wanneer 'n ander werknemer as 'n vakman of masjiensteller vir minder as 46 uur in 'n week werk omdat—

- (a) die gewone werkure van die bedryfsinrigting minder as 46 is;
- (b) die werkgewer nie die skofte van sodanige werknemer so kan reël dat dit 46 uur beloop nie;

word sodanige werknemer se week, behoudens die bepalings van klousules 4 (5) (a) en 15 van hierdie Hoofstuk, geag 46 uur te wees.

(6) 'n Werknemer wat deur die Polisie gearresteer of aangehou word weens 'n misdryf of vermoedelike misdryf, word vir die tydperk wat hy aldus gearresteer of aangehou word en nie in staat is om sy werk voort te sit nie, vir die toepassing van hierdie klousule geag sonder toestemming afwesig te wees.

KLOUSULE 13.—BEPALINGS BETREFFENDE OORTYDWERK, BETALING VAN OORTYDWERK EN SONDAE

(1) Vir die toepassing van hierdie klousule beteken „oortydwerk” alle tyd wat daar, uitgesonderd op Sondae, langer gewerk word as die getal gewone werkure wat in subklousule (1) van klousule 12 voorgeskryf word.

CLAUSE 11.—DIFFERENTIAL RATES OF WAGES AND UNAUTHORISED EMPLOYMENT

(1) *Prohibited Employment:*

(a) No employer shall employ any person other than a journeyman, apprentice or trainee under the Training of Artisans Act, 1951, on journeyman's work; provided that this clause shall not be deemed to prohibit the employment of other classes of employees at the wages prescribed for such classes, on the operations and in the circumstances specified in the definitions of such classes.

(b) No employee shall instruct or permit any employee (working under his supervision) other than a journeyman, apprentice or trainee under the Training of Artisans Act, 1951 to perform journeyman's work.

NOTE.—Any underpayments of wages which arise from or are connected with illegal employment in terms of this clause shall be assessed in accordance with Section 83 of the Act.

(2) *Differential Rates—Legal Employment:*

An employer who without contravening sub-clause (1) of this clause requires or permits a member of one class of his employees to perform for longer than 60 minutes in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

- (a) a wage higher than that of his own class, or
- (b) a rising scale of wages terminating in a wage higher than that of his own class,

is prescribed, shall pay to such employee in respect of that day—

- (i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher rate, and
- (ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work.

CLAUSE 12.—ORDINARY HOURS OF WORK

(1) The ordinary hours of work of an employee shall not exceed 46, excluding meal breaks, in any one week and nine and one-quarter, excluding meal breaks, on any one day.

(2) No employer shall require or permit any employee—

- (a) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour, provided that for purposes of this paragraph periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- (b) who is a female, to work between 6 p.m. and 6 a.m.;
- (c) subject to the provisions of Clause 14 of this Chapter to work his ordinary weekly hours on any days other than Mondays, Tuesdays, Wednesdays, Thursdays or Fridays.

(3) It shall be permissible for an employer to arrange different starting and finishing times on any day in respect of different workshop employees, provided that the period between such starting and finishing times on any one day shall not in the aggregate exceed intervals of more than 45 minutes in any one establishment.

(4) All employees shall be entitled to and 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 the remuneration be reckoned as part of the ordinary working hours.

(5) Subject to the provisions of Clauses 4 (5) (a) and 15 of this Chapter, whenever any employee, other than a journeyman, or machine setter works for less than 46 hours in any week due to—

- (a) the usual working hours of the establishment being less than 46;
- (b) the employer being unable to regulate the shifts of such employee to 46 hours;

such employee's week shall be deemed to be 46 hours.

(6) An employee who is arrested or detained by the Police for any offence or suspended offence shall, for the period during which he is under arrest or so detained and unable to continue his employment, be deemed to have absented himself without permission for the purpose of this clause.

CLAUSE 13.—PROVISIONS RELATING TO OVERTIME, PAYMENT FOR OVERTIME AND SUNDAYS

(1) For the purpose of this clause “overtime” means all time worked other than on Sundays in excess of the number of ordinary hours of work prescribed in sub-clause (1) of Clause 12.

(2) Ondanks die bepalings van subklousule (1) van klousule 12, kan 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk van hoogstens 10 uur in 'n bepaalde week; met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat om—

- (a) vir meer as twee uur op 'n dag;
- (b) op meer as drie agtereenvolgende dae;
- (c) op meer as sestig dae in 'n jaar;
- (d) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag oortyd te werk nie tensy hy—
 - (i) voor die middag kennis daarvan aan sodanige werknemer gegee het; of
 - (ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin; of
 - (iii) sodanige werknemer 'n minimum toelae van 35c betyds genoeg betaal het om haar in staat te stel om 'n ete te verkry voordat sy met die oortydwerk moet begin.

(3) Die minimum waarteen werknemers vir oortydwerk besoldig moet word, is een en 'n half maal hul gewone besoldiging.

(4) Behoudens die bepalings van subklousule (3) van klousule 14, wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer of—

- (a) sodanige werknemer—
 - (i) as hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die gewone besoldiging betaal wat ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaalbaar is; of
 - (ii) as hy aldus vir 'n tydperk van langer as vier uur werk, minstens dubbel sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk, of minstens dubbel die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of
- (b) die werknemer minstens een en een derde maal sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae van sodanige Sondag af een dag vakansie verleen en hom ten opsigte daarvan minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(5) Die bepalings van subklousules (1), (2), (3) en (4) van klousule 12 van hierdie Hoofstuk en subklousule (2) van hierdie klousule is nie op 'n manlike werknemer van toepassing nie terwyl hy werk verrig wat, weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of 'n onklaarraking van 'n installasie of masjinerie, sonder versuim gedoen moet word of terwyl hy werk verrig in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie.

(6) Die bepalings van subklousule (1), paragrafe (a) en (c) van subklousule (2) en subklousule (3) van klousule 12 van hierdie Hoofstuk en subklousules (1) tot (4) van hierdie klousule is nie van toepassing nie op bestuurders en voormanne wat 'n loon van minstens R55 per week in gebiede A en R50 per week in gebiede B en C ontvang.

KLOUSULE 14.—SKOFWERK

Onderstaande bepalings is op skofwerk van toepassing:—

- (1) Geen gewone skof mag langer as nege en 'n kwart uur wees nie.
- (2) Daar moet minstens agt uur tussen die agtereenvolgende skofte van 'n werknemer verloop.
- (3) (a) Waar 'n werknemer tussen die ure 7 nm. en 7 vm. werksaam is, moet sy werkgewer hom sy gewone besoldiging plus 10 persent daarvan betaal.
- (b) Waar 'n werknemer se gewone skof of 'n deel daarvan op 'n Sondag gewerk word, moet die betrokke werknemer vir sodanige skof soos volg besoldig word:—
 - (i) As die grootste gedeelte van sodanige skof op 'n Sondag gewerk word, word die hele skof geag gewerk te gewees het op 'n Sondag en moet die werknemer ingevolge subklousule 13 (4) daarvoor betaal word.
 - (ii) As die kleinste gedeelte van sodanige skof op 'n Sondag gewerk word, word die hele skof geag op 'n weekdag gewerk te gewees het en moet die werknemer, behoudens paragraaf (a) hierbo, teen sy gewone besoldiging daarvoor betaal word.
- (4) Tyd wat werknemers na die voltooiing van hul gewone skof werk, word geag oortydwerk te wees waarvoor daar ooreenkomstig klousule 13 van hierdie Hoofstuk betaal moet word.

(2) Notwithstanding the provisions of sub-clause (1) of Clause 12, an employer may require or permit an employee to work overtime for a total period not exceeding ten hours in any one week; provided that no employer shall require or permit a female employee to work overtime—

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than 60 days in any year;
- (d) after the completion of her ordinary working hours for more than one hour on any day unless he has—
 - (i) given notice thereof to such employee before midday; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee a minimum allowance of 35 cents in sufficient time to enable her to obtain a meal before the overtime is due to commence.

(3) The minimum rate at which employees shall be remunerated for overtime shall be one and one-half times their normal rate of pay.

(4) Subject to the provisions of sub-clause (3) of Clause 14, whenever an employee works on a Sunday, his employer shall either—

- (a) pay to the employee—
 - (i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or
 - (ii) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or
- (b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(5) The provisions of sub-clauses (1), (2), (3) and (4) of Clause 12 of this Chapter and sub-clause (2) of this clause shall not apply to any male employee while employed on work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay or on any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours.

(6) The provisions of sub-clause (1), paragraphs (a) and (c) of sub-clause (2), and sub-clause (3) of Clause 12 of this Chapter and sub-clauses (1) to (4) of this clause shall not apply to managers and foremen who receive a wage of not less than R55 per week in Areas A and R50 per week in Areas B and C.

CLAUSE 14.—SHIFT WORK

The following provisions shall apply to shift work:—

- (1) No normal shift shall exceed nine and one-quarter hours.
- (2) Not less than eight hours shall elapse between successive shifts of any employee.
- (3) (a) Where an employee is employed between the hours of 7 p.m. and 7 a.m., his employer shall pay him his ordinary rate of remuneration, plus 10 per cent thereof.
- (b) Where an employee's ordinary shift or part of it is worked on a Sunday, the employee concerned shall be remunerated for such shift as follows:—
 - (i) If the major portion of such shift is worked on a Sunday, the entire shift shall be deemed to have been worked on a Sunday and the employee shall be paid for it in terms of Clause 13 (4).
 - (ii) If the lesser portion of such shift is worked on a Sunday, the entire shift shall be deemed to have been worked on a week day, and the employee shall, subject to paragraph (a) preceding, be remunerated in terms of such shift at his ordinary rate of remuneration.
- (4) 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 13 of this Chapter.

KLOUSULE 15.—KORTTYD

(1) 'n Werkgewer kan, behoudens die bepalings van subklausule (2), die gewone werke van 'n werknemer inkort weens korttyd en in so 'n geval 'n bedrag van die werknemer se verdienste aftrek wat eweredig is aan die tydperk wat daar nie gewerk word nie; met dien verstande dat—

- (a) geen bedrag in die geval van korttyd wat ontstaan uit 'n bedryfslapte of 'n tekort aan materiaal, afgetrek mag word nie tensy die werkgewer sy werknemers voor of op die onmiddellik voorafgaande dag in kennis gestel het van sy voorneme om die gewone werke in te kort;
- (b) geen bedrag in die geval van korttyd wat te wyte is aan 'n kragonderbreking of 'n algemene onklaarraking van installasie of masjinerie, afgetrek mag word nie ten opsigte van die eerste uur wat daar nie gewerk word nie, tensy die werkgewer sy werknemers nie later nie as die onmiddellik voorafgaande dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie;
- (c) waar die werkgewer uitdruklik van die werknemer vereis om hom op 'n bepaalde dag by die bedryfsinrigting aan te meld met die doel om vas te stel of daar werk beskikbaar is, hy geag moet word vir minstens vier uur op sodanige dag te gewerk het as daar geen werk beskikbaar is nie of as daar werk vir minder as vier uur beskikbaar is.

(2) Die bepalings van hierdie klausule is nie van toepassing nie ten opsigte van—

- (a) 'n vakleerling, behalwe met die goedkeuring van die Registrateur van Vakleerlinge;
- (b) 'n wettoregtelike openbare vakansiedag.

KLOUSULE 16.—SPESIALE BEPALINGS BETREFFENDE WAGTE

(1) Onderstaande bepalings is, ondanks andersluidende bepalings in hierdie Ooreenkoms, op wagte van toepassing:—

- (a) Die gewone ure van sodanige werknemers is hoogstens twaalf per skof en 84 per week.
- (b) Die bepalings van subklausule (2) van klausule 7 en klausules 12, 13 en 14 van hierdie Hoofstuk is nie op sodanige werknemers van toepassing nie.
- (c) Vir alle tyd wat daar langer gewerk word as twaalf uur per skof, moet daar betaal word ten 1/30ste van sy weekloon vir elke addisionele uur gewerk.
- (d) Nadat sodanige werknemer sewe agtereenvolgende skofte gewerk het, is hy op een vry skof met volle besoldiging geregtig asof hy sy gewone gemiddelde werke vir daardie skof van die week gewerk het; met dien verstande dat, as sodanige werknemer nie van hierdie reg gebruik maak nie, hy in plaas daarvan 1/7de van sy gewone weekloon benewens sy gewone besoldiging betaal moet word.
- (e) Wanneer 'n wag werk op enigeen van die dae genoem in subklausule (1) van klausule 7 van hierdie Hoofstuk, moet sy werkgewer, benewens die besoldiging betaalbaar ingevolge subklausule (1) van daardie klausule en behoudens die bepalings van paragraaf (c), hom besoldig teen minstens 1/84ste van sy weekloon vir elke uur of deel van 'n uur gewerk.

(2) Elke werkgewer moet elke wag voorsien van—

- (a) 'n geskikte stok of knopkierie as 'n middel vir selfverdediging;
- (b) 'n polisiefluitjie;
- (c) fasiliteite om warm te bly.

KLOUSULE 17.—BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer vir wie lone in klausule 10 van hierdie Hoofstuk voorgeskryf word, wat die dienskontrak wil beëindig, moet minstens een skof kennis van die beëindiging van die kontrak gee, of 'n werkgewer of sodanige werknemer kan die kontrak sonder kennisgewing beëindig deur aan die werknemer/werkgewer, na gelang van die geval, in plaas van sodanige kennisgewing, 'n bedrag te betaal of te verbeur wat gelyk is aan dié wat die werknemer ten tyde van sodanige beëindiging op 'n werkdag verdien.

Met dien verstande dat hierdie subklausule nie die volgende raak nie:—

- (a) Die reg van 'n werkgewer of 'n werknemer om 'n kontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;
- (b) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn wat vir albei partye ewe lank en langer is as dié in hierdie klausule voorgeskryf;
- (c) die werking van enige verbeuring of boete wat wetlik van toepassing mag wees ten opsigte van 'n werknemer wat sy diens verlaat; met dien verstande voorts—

CLAUSE 15—SHORT-TIME

(1) Subject to the provisions of sub-clause (2), an employer may reduce the ordinary hours of work of an employee on account of short-time and in that event make a deduction from the employee's earnings proportionate to the period not worked; provided that—

- (a) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of material, unless the employer has given his employees notice not later than the immediately preceding day of his intention to reduce the ordinary hours of work;
- (b) no deduction shall be made in the case of short-time owing to a power failure or a general breakdown of plant or machinery, in respect of the first hour not worked, unless the employer has given his employees notice not later than on the immediately preceding day that no work will be available;
- (c) where the employee is expressly required by the employer to report at the establishment on any particular day for the purpose of ascertaining whether work will be available, he shall, if no work or work of less than four hours' duration is available, be deemed to have worked not less than four hours on such day.

(2) The provisions of this Clause shall not apply in respect of—

- (a) an apprentice except with the approval of the Registrar of Apprenticeship;
- (b) any statutory public holiday.

CLAUSE 16.—SPECIAL PROVISIONS RELATING TO WATCHMEN

(1) The following provisions shall, notwithstanding anything to the contrary in this Agreement contained, apply to watchmen:—

- (a) The normal hours of such employees shall not exceed 12 hours per shift and 84 hours per week.
- (b) The provisions of sub-clause (2) of Clause 7, and Clauses 12, 13 and 14 of this Chapter 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 seven consecutive shifts any such employee shall be entitled to one free shift on full pay as if he had worked his average ordinary working hours for that shift of the week; provided that if such employee does not avail himself of this right he shall instead be paid one-seventh of his normal weekly wage in addition to his ordinary remuneration.
- (e) Whenever a watchman works on any of the days enumerated in sub-clause (1) of Clause 7 of this Chapter, his employer shall in addition to the remuneration payable in terms of sub-clause (1) of that Clause, and subject to the provisions of paragraph (c), pay him remuneration at a rate not less than one eighty-fourth of his weekly wage for each hour or part of an hour so worked.

(2) Every employer shall provide every watchman with—

- (a) a suitable stick or knobkerrie as a means of self-defence;
- (b) a police whistle;
- (c) facilities for keeping warm.

CLAUSE 17.—TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee for whom wages are prescribed in Clause 10 of this Chapter, who desires to terminate the contract of employment, shall give not less than one shift's notice of termination of contract, or an employer or such employee may terminate the contract without notice by paying or forfeiting to the employee/er, as the case may be, in lieu of such notice an amount equal to that which the employee is earning on a work day at the time of such termination.

Provided that this sub-clause shall not affect—

- (a) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (b) a written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this Clause;
- (c) the operation of any forfeiture or penalties which by law may be applicable in respect of an employee who deserts; provided further—

dat waar die verdienste van 'n werknemer op die datum van diensbeëindiging verminder is weens aftrekkings ten opsigte van korttyd, die uitdrukking „ten tyde van sodanige beëindiging op 'n werkdag verdien” geag word te beteken „sou ontvang het ten tyde van sodanige diensbeëindiging as geen bedrae ten opsigte van korttyd afgetrek was nie”.

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

(3) Die kennisgewing voorgeskryf in subklousule (1), kan op enige werkdag geskied en tree in werking vanaf die dag waarop dit geskied; met dien verstande dat—

(a) die kennisgewingstermyn nie mag saamval nie met en daar ook nie kennis gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof wat ingevolge klousule 6 van hierdie Hoofstuk verleen is en ook nie met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, nie;

(b) kennis nie gedurende 'n werknemer se afwesigheid met siekteverlof wat ingevolge klousule 42 van Hoofstuk I van hierdie Ooreenkoms verleen is, gegee mag word nie.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms, indien geld wat deur die werkgever aan die werknemer by wyse van lone verskuldig is, onvoldoende is om die volle bedrag van die verbeuring te bestry wat in subklousules (1) en (2) van hierdie klousule bedoel word, is die werkgever daarop geregtig om sodanige bedrag te verhaal uit ander voordele, as daar is, wat sodanige werknemer ten tyde van diensverlating toekom.

Geteken te Johannesburg namens die partye op hede die 1ste dag van Maart 1969.

F. J. HACKNEY,
President van die Raad.

Geteken te Kaapstad namens die partye op hede die 1ste dag van Maart 1969.

F. C. PINNOCK,
Onderpresident van die Raad.

Geteken te Johannesburg namens die partye op hede die 1ste dag van Maart 1969.

H. G. RINGROSE,
Sekretaris van die Raad.

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTOR- NYWERHEID.

AANHANGSEL A.

[Verklaring ingevolge die bepalings van klousule 8 (1) van Hoofstuk I van die Hoof-ooreenkoms van die Nasionale Nywerheidsraad vir die Motornywerheid.]

Datum.....

Die Streeksekretaris,

Nasionale Nywerheidsraad vir die Motornywerheid,

Streekraad.....

Posbus.....

Meneer,

REGISTRASIE AS WERKGewer IN DIE MOTORNYWERHEID.

Ooreenkomstig die bepalings van klousule 8 (1) van die Hoof-ooreenkoms vir die Motornywerheid, verstrek ek hierby onderstaande besonderhede in verband met hierdie sakeonderneming:—

1. Naam (in blokletters) waaronder die onderneming gedryf word
2. Adres waar onderneming gedryf word
3. Adres van hoofkantoor (waar van toepassing)
4. Aard van sakeonderneming
5. Datum waarop sakeonderneming begin is

that where the earnings of an employee at the date of termination have been reduced by deductions in respect of short-time, the expression "is earning on a work day at the time of such termination" shall be deemed to mean "would have received at the time of such termination if no deductions had been made in respect of short-time".

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

(3) The notice prescribed in sub-clause (1) may be given on any work day and shall take effect from the day on which it is given, provided that—

(a) the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of Clause 6 of this Chapter or any period of military training in pursuance of the Defence Act, 1957;

(b) notice shall not be given during an employee's absence on sick leave granted in terms of Clause 42 of Chapter I of this Agreement.

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

Signed at Johannesburg on behalf of the parties this 1st day of March, 1969.

F. J. HACKNEY,
President of the Council.

Signed at Cape Town on behalf of the parties this 1st day of March, 1969.

F. C. PINNOCK,
Vice-President of the Council.

Signed at Johannesburg on behalf of the parties this 1st day of March, 1969.

H. G. RINGROSE,
Secretary of the Council.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY.

ANNEXURE A.

[Statement in terms of Clause 8 (1) of Chapter I 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,

re: REGISTRATION AS EMPLOYER IN THE MOTOR
INDUSTRY.

In accordance with Clause 8 (1) of the Main Agreement for the Motor Industry I hereby furnish 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. Name en adres van (waar enigeen van hierdie persone aktief werksaam in die sakeonderneming is, moet die aard van sy dienste tussen hakies langsaa sy naam 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 lid is

Die uwe,

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTOR- NYWERHEID.

AANHANGSEL B.1.

[Voorgeskryf kragtens klousule 11 (4) van Hoofstuk I.]

OPMERKING.—'n Aparte vorm moet voorgelê word vir iedere nuut aangestelde B/A-vakman, werkmanmasjinis of inspuittuistingshersteller.

Aan:—

Die Streeksektaris,
 Posbus....., Datum.....

Meneer,

i.s.: VERANDERING VAN WERKWINKELPERSONEEL.

Ek deel u mee dat:—

- (1) Naam.....by die personeel van hierdie sakeonderneming op.....aangesluit het as *B/A-vakman.

Inspuittuistingshersteller.....Gekwalifiseer.
Ongekwalifiseer.
 Werkmanmasjinis.....Gekwalifiseer.
Ongekwalifiseer.

- (2) Identifikasiebesonderhede:—

Huisadres.....
 Vakbondlid No.....
 Persoonsnommer.....

- (3) Vorige ondervinding: (Heg stawende dokumente aan)†

Werkgewer. Hoedanigheid waarin in diens. Tydperk.

- (4) Huidige personeel in Afdeling waarin B/A-vakman, Inspuittuistingshersteller of Masjinis werksaam sal wees:—

Graad A-vakmanne.....
 B/A-vakmanne.....
 Inspuittuistingsherstellers
 Herstel- of bakwinklassistente.....
 Werkmanmasjiniste.....

Geteken

Werkgewer se naam.....
 Werkgewer se adres.....

*Merk hoedanigheid waarin in diens geneem.

†Hierdie dokumente sal teruggestuur word sodra hulle aangeteken is.

6. Names and addresses of (where any of these persons are actively engaged in the business, the nature of their duties must be shown in parenthesis alongside their respective names):—

Proprietor
 or Partners
 or Directors
 Manager and/or Secretary

7. Particulars of employees—

No. of journeymen
 No. of apprentices
 No. of clerical and sales employees
 No. of labourers No. of other employees

8. Name of employers' organisation of which a member

Yours faithfully,

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

ANNEXURE B.1.

[Prescribed in terms of Clause 11 (4) of Chapter I.]

NOTE.—A separate form must be submitted for each newly engaged B/A Journeyman, Operative Machinist or Injection Equipment Repairer.

To:—

The Regional Secretary,
 P.O. Box....., Date.....

Dear Sir,

re: CHANGE IN WORKSHOP STAFF.

- (1) Name.....joined the staff of this business on.....as *B/A Journeyman.

Injection Equipment Repairer.....Qualified.
Unqualified.
 Operative Machinist.....Qualified.
Unqualified.

- (2) Identification Details:—

Home Address.....
 T.U. Membership No.....
 Popn. Reg. Number.....

- (3) Previous experience: (Attach supporting documents)†

Employer. Capacity in which employed. Period

- (4) Present Staff in Department in which B/A Journeyman, Injection Equipment Repairer, or Machinist will be occupied:—

Grade A Journeymen.....
 B/A Journeymen.....
 Injection Equipment Repairers.....
 Repair or Body Shop Assistants.....
 Operative Machinists.....

Signed

Employer's Name.....
 Employer's Address.....

*Tick the capacity of employment.

†These documents will be returned as soon as they have been noted.

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTOR-
NYWERHEID.

AANHANGSEL B.2.

[Voorgeskrif kragtens klousule 11 (4) van Hoofstuk I.]

OPMERKING.—'n Aparte vorm moet vir elke bedanking of
afdanking voorgelê word.

Aan:—

Die Streeksekretaris,

Posbus.....

Datum.....

Meneer,

i.s.: VERANDERING VAN WERKWINKELPERSONEEL.

Ooreenkomstig die vereistes van klousule 11 (4) van die Hoof-
ooreenkoms vir die Motornywerheid, stel ek u in kennis dat.....
.....(volle naam van werknemer)
die diens van hierdie sakeonderneming op.....
verlaat het om diens by.....te aanvaar.

Hy was in diens in die hoedanigheid van *B/A-vakman/werk-
manmasjiniis gekwalifiseer/ongekwalifiseer/Inspuituitrustingsher-
stelle, gekwalifiseer/ongekwalifiseer.

†Hy het geen vakbondnommer gehad nie.

Sy vakbondnommer is.....

Geteken.....

Werkgewer se naam.....

Werkgewer se adres.....

*Merk hoedanigheid waarin diens.

†Skrap of vul in na gelang van vereiste.

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTOR-
NYWERHEID.

AANHANGSEL C.

[Voorgeskrif kragtens subklousule (2) (c) van Afdeling B van
klousule 14 van Hoofstuk I.]

VERLOFBETAALBEWYS.

No.....

Datum.....

Uitgereik aan.....(naam van werknemer)

MIEU/MICWU No..... Pensioenfondsnummer (indien
bekend).....

Persoonskaartnummer.....

Woonagtig te.....

Handtekening van werknemer.

Uitgereik deur (naam en adres van werknemer).....

Tydperk van diens vanaf begin van diens of vanaf datum waarop
laaste verlof verskuldig geword het (naamlik die jongste datum)
.....tot.....Getal weke.....(a)

Weeklike besoldiging op datum van diensbeëindiging R.....(b)

Berekening van opgelope verlofbetaling:

$$3 \times (a) \text{ weke gewerk} \times (b) \text{ weekloon} \quad R \dots\dots\dots$$

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Min L.B.S.-belasting

Netto R.....

Hierby sertifiseer ek dat die besonderhede op hierdie bewys
verstrek, waar en korrek is.

Handtekening van werkgever.....

THE NATIONAL INDUSTRIAL COUNCIL FOR THE
MOTOR INDUSTRY.

ANNEXURE B.2.

[Prescribed in terms of Clause 11 (4) of Chapter I.]

NOTE.—A separate form must be submitted for each resignation
or dismissal.

To:—

The Regional Secretary,

P.O. Box..... Date.....

Dear Sir,

re: CHANGE IN WORKSHOP STAFF.

In accordance with the requirements of Clause 11 (4) of the
Main Agreement for the Motor Industry, I advise you that.....
.....(full name of employee) left the
services of this business on.....to take up
employment with.....

He was employed in the capacity of *B/A Journeyman/
Operative Machinist, Qualified/Unqualified/Injection Equipment
Repairer, Qualified/Unqualified.

†(He had no trade union number.)

(His trade union membership No. is.....)

Signed.....

Employer's Name.....

Employer's Address.....

*Tick the capacity of employment.

†Delete or complete as necessary.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE
MOTOR INDUSTRY.

ANNEXURE C.

[Prescribed in terms of sub-clause (2) (c) of Section B of Clause-
14 of Chapter I.]

LEAVE PAY VOUCHER.

No.....

Date.....

Issued to.....(name of employee)

MIEU/MICWU No..... Pension Fund No. (if known).....

Identity Card No.....

Residing at.....

Signature of Employee.....

Issued by (name and address of employer).....

Period of employment from commencement of service or from
date last leave fell due (whichever is later).....

to.....Number of weeks.....(a)

Weekly remuneration at date of termination of service R.....(b)

Calculation of accrued leave pay:

$$3 \times (a) \text{ weeks worked} \times (b) \text{ weekly wage} \quad R \dots\dots\dots$$

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Minus P.A.Y.E. tax R.....

Net R.....

I hereby certify that the particulars furnished in this Voucher
are true and correct.

Signature of Employer.....

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTOR-
NYWERHEID.

AANHANGSEL D.

[Voorgeskryf kragtens klousule 12 (2) van Hoofstuk IV.]

DIENSSERTIFIKAAT.

Vir wie dit mag aangaan.

.....(Naam van werknemer) was by my in
diens as 'n ongekwalifiseerde/gekwalifiseerde werkmansmasjini*
vanaf.....tot..... Gedurende
hierdie tydperk het hy ondergenoemde masjiene bedien:—

Herboormasjien.
Silinderslypmasjien.
Krukasslypmasjien.
Suierstangmasjien.
Oppervlakslypmasjien.
Klepvlakslypmasjien.

(Skrap dié masjiene wat die werknemer nie bedien het nie.)

(Geteken).....

(Werkgewer.)

Naam van firma.....

*Indien die persoon wat in hierdie sertifikaat bedoel word, vir
die eerste deel van sy diens 'n *Ongekwalifiseerde Werkmanmasjini*
was en later as 'n *Gekwalifiseerde Werkmanmasjini* in diens was,
skryf asb. die betrokke datums hieronder in:—

In diens as Ongekwalifiseerde Werkmanmasjini.....

tot.....

Indiens as Gekwalifiseerde Werkmanmasjini.....

tot.....

No. R.3007.]

[30 Julie 1969.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

MOTORNYWERHEID

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar
hierby kragtens artikel 22 (1) van die Wet op Fabriek,
Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepa-
lings van die Ooreenkoms en kennisgewing in verband
met die Motornywerheid, gepubliseer by Goewerments-
kennisgewing No. R.3006 van 30 Julie 1969, oor die alge-
meen vir persone wie se werkure en besoldiging ten op-
sigte van oortyd, openbare feesdae en werk op Sondag en
openbare feesdae daarby gereël word, nie minder gunstig is
nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE
MOTOR INDUSTRY.

ANNEXURE D.

[Prescribed in terms of Clause 12 (2) of Chapter IV.]

CERTIFICATE OF SERVICE.

To whom it may concern.

.....(name of employee) has been employed
by me as an Unqualified/Qualified Operative Machinist* from
.....to..... During this period he operated
the following machines:—

Reboring Machine.
Cylinder Honing Machine.
Crankshaft Grinder.
Conrod Machine.
Surface Grinding Machine.
Valve Refacing Machine.

(Cross out those which the employee did not operate.)

(Signed).....

(Employer.)

Name of firm.....

*If the person referred to in this Certificate was for the first
part of his employment an *Unqualified Operative Machinist*, and
was employed subsequently as a *Qualified Operative Machinist*,
please insert the relative dates here:—

Employed as Unqualified Operative Machinist.....

to.....

Employed as Qualified Operative Machinist.....

to.....

No. R.3007.]

[30th July, 1969.

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941

MOTOR INDUSTRY

I, MARAIS VILJOEN, Minister of Labour, hereby in
terms of section 22 (1) of the Factories, Machinery and
Building Work Act, 1941, as amended, declare the provi-
sions of the Agreement and notice relating to the Motor
Industry, published under Government Notice No. R.3006
of 30th July, 1969, 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 rela-
tive provisions of the said Act.

M. VILJOEN,
Minister of Labour.

INHOUD.

Departement van Arbeid.

GOEWERMENTSKENNISGEWINGS.

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