

LABOUR RELATIONS

i n t h e

MOTOR INDUSTRY

i n t h e

WESTERN PROVINCE

BY

WILLIAM S.J. GRANT
B.Com. (Cape Town), A.M.I.I.A.

A Thesis presented to the University of Cape Town
in partial fulfilment of the requirements for the
Degree of M.A. (Econ.)

1953

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- P R E F A C E -

In this Thesis, I have attempted to portray the organised relationship between Workers and Employers in the Motor Industry in the Western Province, as it existed during the first few months of 1953. The task has been facilitated by my own peculiar knowledge of the Industry, and by the whole-hearted co-operation that I have received from my colleagues, as indeed from all those connected with the Motor Trade. The narrative is mostly factual, and the Bibliography shows the source of most of the material used. For the rest, I would plead the almost impossible task of quoting all the letters, Minutes, records, files, and miscellaneous data that were studied during the compilation of this Work.

Parts One and Two deal respectively with the South African Motor Industry Employers' Association and the Motor Industry Employees' Union of South Africa. These Bodies represent the interests of Employers and Workers in the Motor Industry, and particular reference has been made to conditions in the Western Province. I am indebted to the Divisional Chairmen of both Organisations for permission to use the information available in the files and records of their respective Divisional Offices. I should also like to pay tribute to the assistance and co-operation I have received from Mr R.G. du Flessis, the General Secretary of the Employers' Association, and from Mr H.J. de la Hunt, the Divisional Secretary of the Employees' Union.

Part Three deals with the Western Province Industrial Agreement, and the Industrial Council for the Motor Industry (Cape). The Agreement reflects the terms of a compromise reached between the Association and the Union, for the regulation of working conditions in the Industry in the Western Province. The Council is the Body established by the Association and the Union, duly registered under

the Industrial Conciliation Act of 1937, to bring about the regulation or settlement of matters of mutual interest to the two parties. Here again, I must acknowledge my indebtedness to the Chairman and Members of the Industrial Council for permission to use the data available in the Council's files and records. The Secretary of the Council, Mr P.J. Rixon, has provided much valuable information, and I have been fortunate to be able to draw on his many years of experience of Labour Regulations in the Motor Industry in this area.

Part Four of the Thesis deals with the current trend towards collective bargaining on a National level. The main features of this development are discussed, and a brief analysis is made of the Western Province reaction to the National trend.

Professor H.M. Robertson of the Department of Economics, University of Cape Town, was the instigator of this Work, and I owe him a deep debt of gratitude for his helpful guidance and criticism. However, Professor W.H. Hutt, Dr. S.T. van der Horst, and indeed all the Lecturers in the Departments of Commerce and Economics, helped in some way or other to formulate the views which are here expressed. Last, but by no means least, my grateful thanks to Mrs M.M. Crawford, for a very fine typing effort.

William S.J. Grant.

Cape Town,
1st September, 1953.

The main reference works for Parts One and Two of this Thesis are the Constitutions of the Association and the Trade Union respectively. The material contained in these publications has been embellished from the records of the two organisations, and from the personal knowledge of the writer, in his capacity of Divisional Secretary to the South African Motor Industry Employers' Association.

For Part Three, the main reference is the current Industrial Agreement for the Motor Industry in the Western Province, a copy of which will be found in a folder, at the end of this book (Appendix). Reference has also been made in Part Three to most of the other Government Notices and Acts tabulated hereunder, and to the Constitution of the Industrial Council for the Motor Industry (Cape).

Part Four deals with certain National aspects of Labour relations in the Motor Industry, and the main references here are the Government Notices reflecting the various Agreements which have been negotiated on a National level, as compared to the purely Regional level of the Western Province Agreement reviewed in Part Three.

The nature of this Thesis has not always been conducive to the quoting of detailed references on each page. The narrow concept of the Work, and the factual nature of the research necessary to provide a detailed picture, has eliminated many of the bibliographical aspects common to more theoretical Papers of this type.

However, notwithstanding the fact that much of the data for this Thesis was compiled from personal knowledge, and from Office Files and Records, it is hoped that the following summary of available references will be sufficient to form a reasonably complete background to the topic.

- - - - - oOo - - - - -

1. REFERENCE BOOKS.

- (a) Hutt, W.H. "Collective Bargaining"
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- (b) O'Brien, G. "Labour Organisation"
Methuen & Co. Ltd., London, 1921.
- (c) Pigou, A.C. "Economics of Welfare"
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- (d) Schaeffer, M. "Industrial Conciliation Act"
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- (e) Smith, Adam "Wealth of Nations"
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- (f) Webb, S. & G. "History of Trade Unionism"
Longmans, Green & Co., New York, 1920.

2. ARTICLES.

- (a) Harbison, F.H. "The General Motors and United Auto
Workers' Agreement of 1950"
Journal of Political Economy, Volume LVIII,
No. 5, October, 1950.
- (b) Kerr, Clark "Economic Analysis and the Study of
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Research and Training in Industrial
Relations, University of Minnesota, 1947.
- (c) Lester, R.A. "Wages under National and Regional
Robie, A.R. Collective Bargaining"
Princeton University (Industrial
Relations Section), 1946.
- (d) Routh, G.G.C. "State intervention in the regulation of
wages and working conditions in Great
Britain and South Africa,"
S.A.J.E., September, 1949.

3. GOVERNMENT NOTICES AND ACTS.

- (a) Government Notice No. 1049 dated 27th July, 1934 -
Industrial Agreement for the
Engineering & Motor Engineering
Industry (Cape).

(b) The following Industrial Agreements for the Motor Industry (Cape):-

Government Notice No. 1610	dated	18th November,	1935
Government Notice No. 769	"	21st May,	1937
Government Notice No. 1272	"	5th August,	1938
Government Notice No. 764	"	10th May,	1940
Government Notice No. 1055	"	25th July,	1941
Government Notice No. 1266	"	3rd July,	1942
Government Notice No. 67	"	12th January,	1943
Government Notice No. 1975	"	24th November,	1944
Government Notice No. 2436	"	22nd November,	1946
Government Notice No. 1031	"	27th April,	1951

(c) The following Sick Fund Agreements :-

(i) Transvaal and Orange Free State :

Government Notice No. 952 dated 20th May, 1949

(ii) Western Province :

Government Notice No. 1031 dated 27th April, 1951

(iii) Natal :

Government Notice No. 1922 dated 22nd August, 1952

(iv) Eastern Province :

Government Notice No. 1988 dated 29th August, 1952

(d) Government Notice No. 1721 dated 1st August, 1952 - Formation of National Industrial Council for the Motor Industry.

(e) Government Notice No. 2996 dated 24th December, 1952 - National Industrial Agreement for the Motor Industry.

(f) Government Notice No. 547 dated 13th March, 1953 - Entry of Border Division into the National Industrial Agreement for the Motor Industry.

(g) Act No. 36 of 1937 - Industrial Conciliation Act.

(h) Act No. 37 of 1944 - Apprenticeship Act.

(i) Government Notice No. 316 dated 13th February, 1953 - Establishment of National Apprenticeship Committee for the Motor Industry.

- (j) Government Notice No. 959 dated 8th May, 1953 - Proposed conditions of Apprenticeship in the Motor Industry.
- (k) Government Notice No. 605 of 28th March, 1952 - Maximum charges for motor vehicle repair services and certain garage services.
- (l) Government Notice No. 546 dated 13th March, 1953 - Motor Industry Pension Fund Agreement.

4. MISCELLANEOUS.

- (a) Constitution of the Motor Industry Employees' Union of South Africa, as amended to 22nd August, 1951.
- (b) Constitution of the South African Motor Industry Employers' Association, as amended to 6th September, 1951.
- (c) Constitution of the Industrial Council for the Motor Industry (Cape), as amended to 21st March, 1942.
- (d) Files and Records of the Motor Industry Employees' Union of South Africa - for a considerable amount of the material used in Part Two, and for the official views of the Union wherever expressed.
- (e) Files and Records of the South African Motor Industry Employers' Association - for most of the historical information used in Part One, and for the views of the Employers' Association wherever expressed, particularly in Part Four.
- (f) Files and Records of the Industrial Council for the Motor Industry (Cape) - for much of the background information given in Part Three, with particular reference to Chapter 21 (Wages), and Chapter 27 (Sick Benefit Fund).
- (g) Rules of the Motor Industry Pension Fund.

5. ACKNOWLEDGMENT OF COPYRIGHT.

"Extracts from the Industrial Conciliation Act, 1937, the Apprenticeship Act, 1944, and from Government Notices 1031/51, 605/52, 2996/52, 546/53, 547/53, and 959/53, are reproduced under Government Printing Copyright Authority No. 1112 of 26.1.53."

GENERAL INDEX

(A detailed Index will be found with each Part)

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The South African Motor Industry Employers' Association.

PART TWO

The Motor Industry Employees' Union of South Africa.

PART THREE

The Industrial Agreement for the Motor Industry (Cape).

PART FOUR

Some recent National developments in the Motor Industry.

APPENDIX

Copy of Government Notice No. 1031/51, contained in Government Gazette No. 4596 dated 27th April, 1951.

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PART ONE

THE

SOUTH AFRICAN

MOTOR INDUSTRY EMPLOYERS' ASSOCIATION

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I N D E X T O P A R T O N E

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CHAPTER ONEORIGIN AND HISTORY

The origin of the South African Motor Industry Employers' Association is inextricably bound up with the history of the South African Motor Trade Association, and the chequered pattern of change and interchange between these two Associations makes interesting, if confusing, reading.

From the files of the National Secretary of the Motor Trade Association in Pretoria, from the records of the Department of Labour, from the files and records of the General Secretary of the Employers' Association in Johannesburg, and from various sources in the Divisional Office in Cape Town, the following picture has been built up :-

1. Circa 1919: The Motor Trade Association probably arose during, or after, the first World War, as a voluntary association of persons with certain common objects. A Minute Book is available, showing that "The South African Society of Motor Traders" was meeting in Johannesburg during 1919, and this Society was probably the forerunner of the present Association.
2. 1920: A Certificate of Incorporation, No. 6450, is available showing that on the 7th July, 1920, the "South African Motor Traders Association Ltd.," was registered as a public company with limited liability and a share capital.
3. 1935: The records of the Department of Labour contain an inter-office memo which states, "Attached hereto is a Constitution submitted by the South African Motor Industry Employers' Association for approval. This Association, as you are aware, will take the place of the Motor Trade Employers' Association."

Unfortunately, there seems to be no record still available of the years between 1920 and 1935, and nothing further is known of the Motor Trade Employers' Association, except that in the Industrial Agreement for the Engineering and Motor Engineering Industry (Cape), negotiated in 1934, the Motor Trade Employers' Association is shown as one of the contracting parties.

Ø S.A.M.T.A. Records.

XX G.N. 1049 dated 27.7.34.

It is known that the South African Motor Industry Employers' Association was registered by the Registrar of Trade Unions and Employers' Associations on the 26th August, 1935, in terms of the 1924 Industrial Conciliation Act. The first Chairman was L.O. Leon, the General Secretary, Eric Blackwell, and the Membership, 617.

The newly registered Employers' Association was apparently regarded as an off-shoot of the Motor Trade Association, as an Agreement dated 23rd October, 1935, is available, showing that the South African Motor Trade Association Ltd. undertook to carry out the administrative and secretarial work of the South African Motor Industry Employers' Association. At the same time, the Officers of the former became Officers also of the latter.

Each of these two Associations had a separate function to perform. The "Trade" Association looked after the trading interests of its members, whilst the "Employers'" Association handled matters such as Employer - Employee relationships, and collective bargaining. In the Western Province, the advent of the new Employers' Association was accompanied by the formation of an Industrial Council for the Motor Industry (Cape), and the promulgation of the first Industrial Agreement negotiated by this Council. The parties to this Agreement were shown as :-

The South African Motor Industry Employers' Association
The Cape Motor Industry Employees' Union

Ø 4. 1945 - 1946.

It seems that the two Associations continued to exist in the closest collaboration between 1935 and 1945. However, during the latter year, it was apparently felt that one Association could conveniently carry on both functions, and the records of the Motor Trade Association show that the following moves took place :-

✓ S.A.M.I.E.A. records.
 ✓ G.N. 1610 dated 18.11.35.
 Ø S.A.M.T.A. records.

- (a) The Employer Association amended its Constitution to cover Trade matters.
- (b) The Trade Association transferred its Assets in toto to the Employers' Association, and the South African Motor Trade Association Ltd. was wound up and struck off the Register.
- (c) The name of the Employers' Association was then changed to South African Motor Trade Association (with the concurrence of the Industrial Registrar).

By these moves, the Employers' Association, (renamed the South African Motor Trade Association), came to handle both "Trade" and "Employer" matters.

Subsequently, considerable controversy apparently arose over the fact that the Association, whilst registered in terms of the Industrial Conciliation Act for the purpose of regulating Employer - Employee relationships, was also engaging to a very great extent in "Trade" matters. There is nothing on record, however, to show that the Department of Labour actively objected to such action, and indeed there would seem to be nothing contained in the Industrial Conciliation Act which could be construed as a prohibition.

The Secretary of the Association was in constant personal touch with officials of the Labour Department at this time, but very little was committed to writing concerning his discussions. However, the view that the Department was opposed to a registered organisation handling "Trade" matters, rapidly gained ground, and it would seem that there was some form of official support for this view. At the same time, many prominent Employers in the Motor Industry expressed the opinion that the fusion of the two Associations had been a mistake, and began a movement towards re-separation.

5. 1947 - 1948.

At a Conference held in October, 1947, it was agreed to create the two Associations afresh, and to divide the funds available at 31st December, 1947, between them. Accordingly, therefore, /

Ø S.A.M.T.A. records.

on the 1st January, 1948, the South African Motor Trade Association became the South African Motor Industry Employers' Association, and was registered in its present form under the Industrial Conciliation Act, on the 4th March, 1948. A fresh South African Motor Trade Association was then formed to look after the trading interests of members, and the registration of the old Association as an Employers' organisation was cancelled.

Members of the old single Association for the most part became members of both the new Associations, and subscription levies were interlinked to encourage this step. Thus, after only three years of combined operation, the Trade and Employer interests of members of the Motor Industry were again in the hands of separate organisations.

The way in which the two Associations conduct matters of mutual interest, and the nature of the liaison between them, will be further discussed in later chapters.

CHAPTER TWO

NATIONAL ADMINISTRATION

INTRODUCTION

The South African Motor Industry Employers' Association is a National Body, established into seven territorial Divisions, with Head Office in Johannesburg. Its sister organisation, the South African Motor Trade Association, is organised in a similar manner, but with Head Office in Pretoria. The seven territorial Divisions are the same for each Association, and the Divisional Secretaries in each case, perform joint functions.

The area of jurisdiction of each regional Industrial Council, and the territorial area of each Division of the Motor Industry Employees' Union, are also coincident with the Divisions of the Employers' Association. This, of course, is a necessary preliminary to the establishment of Industrial Councils, as the registered area of jurisdiction of all parties must agree.

GENERAL SECRETARY.

The General Secretary of the Employers' Association is Mr R.G. du Plessis, an extremely competent person, who spent fourteen years in the service of the Department of Labour. Mr du Plessis holds the Degrees of B.A., L.L.B., and is very well versed in Labour matters and Industrial Legislation. He joined the Association in 1948 as Labour Secretary, and at that time, Mr C.E. Ainge was fulfilling the dual rôle of National Secretary to both the Trade and the Employer Associations. Towards the end of 1949, Mr du Plessis was promoted to the post of General Secretary of the Employers' Association, and the National administration of this Body was then divorced from that of the Trade Association.

NATIONAL CHAIRMAN.

Ø

The National Chairman of the Employers' Association is Mr Sidney Clow, a prominent member of the Motor Trade, actively connected with a large group of Motor Companies. He has worked tirelessly to promote an effective National organisation in the Motor Industry, and has consistently been re-elected to the Office of Chairman ever since the formation of the present Employers' Association in 1948.

Y

NATIONAL BOARD.

The affairs of the Association are managed by a National Board consisting of Councillors elected by each of the seven Divisions, in the proportion of three Councillors for every one thousand or part of one thousand members enrolled in the Division. The nett result of this provision is that six of the Divisions who have less than one thousand members, are entitled to elect three Councillors each, whilst the Transvaal Division, with over one thousand members, can elect six Councillors.

The Councillors for the Western Province Division for the year 1952/1953 are as follows :-

- Ø As at March, 1953. In April, 1953, at the Annual Conference of the S.A.M.I.E.A., Mr S.J. Clow retired from Office, and was succeeded by the Vice-Chairman, Mr C.E. Riley.
- Y S.A.M.I.E.A. Constitution, Section 24.

G. Baillie	(Divisional Chairman)
W.H. Holmes	(Divisional Vice-Chairman)
G.L. Bartholomew	

The last named, incidentally, is also the National President of the South African Motor Trade Association for the year 1952 - 1953. This further emphasises the inter-related functions of the two Associations.

The National Board usually meets once a year on the occasion of the joint Annual Conference with the South African Motor Trade Association. The 1952 Conference was held in Cape Town, and the 1953 Conference will be held in Kimberley. The venue generally rotates amongst the seven major towns of the Union, in which are also located the Divisional Offices of the Association.

The powers of the National Board, as laid down in Section 33 of the Constitution, can be summarised as follows :-

- (a) To deal with all matters affecting the Staff of the Association.
- (b) To appoint Committees, and to delegate powers.
- (c) To conduct legal proceedings on behalf of the Association, or any member, or any Official of the Association.
- (d) To purchase, lease, or dispose of any movable or immovable property, on behalf of the Association - subject to the consent of Divisions.
- (e) To conduct Bank accounts in the name of the Association.
- (f) To establish Divisions; to define or amend their area of jurisdiction, and to close down any Division, provided that a two-thirds majority vote in favour of this action has been obtained.
- (g) To suspend any Divisional Executive Committee, if judged guilty of unconstitutional action by a two-thirds majority vote. (The Board may then take over and manage the affairs of the Division until a new Divisional Executive Committee has been appointed).
- (h) To invest the surplus funds of the Association in approved Securities.
- (i) To deal with all matters concerning the establishment of an Industrial Council and the negotiation of Industrial Agreements where more than one Division is concerned. Similarly, to take necessary action in the event of any one Division electing to withdraw from such an established Joint Industrial Council.
- (j) Subject to the provisions of any relevant Acts, to appoint representatives and alternates to an Industrial Council, Apprenticeship Committee, Conciliation Board, or to any other Board or Committee requiring representation by Employers in the Motor Industry.

TABLE ONE

Composition of Western Province Joint Divisional
Executive Committee, showing how Employer and
Trade interests are represented by the same
elected members

Committee Members:

S.A.M.I.E.A.

S.A.M.T.A.

Cape Town:

G. Baillie (Divisional Chairman)	x	x
W.H. Holmes (Divisional Vice-Chairman)	x	x
A.S. Wilson	x	x
H.M. Timoney	x	x
H.A. van Hoogstraten	x	x
J.W. Fowkes	x	x
A.E. Frost	x	x
W. Bastick	x	x
W.M. Ribbans	x	x
M. Myers	x	x
J.J.E. Gill	x	+
Alex. Anderson	x	+
D. Slabber	x	+
V.R. Edwards	x	+
J.A. Farber	x	+
J. Apsey	x	+

Country Areas:

H. Droomer (Drakenstein)	o	o
J. Jowell (Springbok)	o	o
M.N. Slabber (Victoria West)	o	o
J.G. de Vries (S.W. Districts)	o	o
M. Sofer (Swartland)	o	o
Roelou Barry (Boland)	o	o
H.A. v.d. Merwe (Worcester)	o	o
James Gill (Paarl)	o	o
H.A. Pheiffer (Paarl)	o	o
T.P. Fowler (Ceres)	o	o

x Members elected in terms of the Constitutions.

+

Members co-opted to the S.A.M.T.A. Committee.

o Country members appointed to represent particular areas.

(See Notes on Page 110)

March, 1953.

Source : S.A.M.I.E.A. and S.A.M.T.A.

- (k) To impose levies on Divisional Funds for any purpose of the Association.
- (l) To enter into Agreements with other Associations similar in character and purpose to the South African Motor Industry Employers' Association.
- (m) To frame bye-laws providing for the mutual interests of members, provided same are accepted by a two-thirds majority of the Board.
- (n) To deal with and decide on all matters not specifically covered by the Constitution.
- (o) To act as a Body of Appeal concerning decisions taken by any Committee or Divisions of the Association, if a matter of National policy is involved.
- (p) To do such other things as in the opinion of the National Board appear to be in the interests of the Association.

Ø NATIONAL EXECUTIVE COMMITTEE.

A National Executive Committee has been established to deal with matters of a national character in between meetings of the full Board. This Committee meets quarterly (usually in Johannesburg), and consists of the seven Divisional Chairmen, with an additional representative from the Transvaal Division on account of its very large membership. As a rule, such meetings are timed to coincide with meetings of the National Industrial Council and/or the National Apprenticeship Committee for the Motor Industry. The Western Province Division is not a member of the National Industrial Council, but is represented on the National Apprenticeship Committee by the Divisional Chairman, Mr G. Baillie. This obviates the expense of double journeys for two delegates, and most other Divisions follow the policy of having one delegate with dual, or triple, functions, if at all possible.

PROCEDURE.

The Constitution lays down regulations for the election of Councillors, and for such other matters as the Vacation of Seats, Notice of Meetings, Quorum, etc. The duties of the Chairman, Vice-Chairman, and General Secretary, are also specified in broad terms.

CHAPTER THREEDIVISIONAL ORGANISATIONAREA DEMARCATION.

The Association is divided into seven territorial Divisions, and the following summary indicates the area covered by each Division :-

(a) TRANSVAAL DIVISION.

The complete Province of the Transvaal, with Divisional Offices in Johannesburg.

(b) ORANGE FREE STATE DIVISION.

The complete Province of the Orange Free State, with Divisional Offices in Bloemfontein.

(c) NATAL DIVISION.

The complete Province of Natal, plus the Magisterial districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu, in the Cape Province.
Divisional Offices in Durban.

(d) NORTHERN CAPE DIVISION.

The Magisterial Districts of Kimberley, Herbert, Hopetown, Philipstown, De Aar, Britstown, Prieska, Kenhardt, Gordonia, Kuruman, Barkly West, Hay, Taungs, Vryburg and Mafeking.
Divisional Offices in Kimberley.

(e) BORDER DIVISION.

The Magisterial Districts of Albert, Aliwal North, Barkly East, Butterworth, Cathcart, St. Marks (Cofimvaba), East London, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskama Hoek, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St. Johns, Kingwilliamstown, Komgha, Lady Grey, Libode, Maclear, Middledrift, Molteno, Mqanduli, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenstroom, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria East, Willowvale, Wodehouse, and Xalanga (Cala).
Divisional Offices in East London.

(f) EASTERN PROVINCE DIVISION.

The Magisterial Districts of Port Elizabeth, Uitenhage, Albany, Cradock, Colesburg, Oudtshoorn, Mossel Bay, George, Knysna, Humansdorp, Graaff-Reinet, Middelburg (Cape), Somerset East, Aberdeen, Adelaide, Alexandria, Bathurst, Bedford, Hanover, Jansenville, Maraisburg, Murraysburg, Pearston, Richmond (Cape), Steynburg, Steylerville, Uniondale, Venterstad, and Willowmore.
Divisional Offices in Port Elizabeth.

(g) WESTERN PROVINCE DIVISION.

The Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Stellenbosch, Paarl, Wellington Somerset West (excluding the area occupied by the Cape Explosives Works Limited, Somerset West), Beaufort West, Caledon, Ceres, Heidelberg (Cape), Malmesbury, Montagu, Piquetberg, Riversdale, Robertson, Swellendam, Victoria West, Bredasdorp, Carnarvon, Calvinia, Clanwilliam, Fraserburg, Hopefield, Laingsburg, Ladismith, Namaqualand, Price Albert, Sutherland, Tulbagh, Van Rhynsdorp, Williston, Worcester.
Divisional Offices in Cape Town.

The peculiar nature of the above Divisional boundaries is due to the fact that they are based on the area classifications adopted by the Department of Labour for Divisional Inspectors.

These areas are quoted in the various Industrial Laws, and can for instance be found in the Regulations published in terms of the Industrial Conciliation Act. There are many advantages to be gained by having the Divisions of the Association on the same basis as the area of jurisdiction of the Divisional Inspectors of the Labour Department - not the least of these being the question of day to day co-operation on matters arising within the area concerned.

It has already been mentioned that each Division centres on one of the major towns of the Union, but a notable exception is the town of Pretoria. For some time, there has been talk of forming a separate Northern Transvaal Division with offices in Pretoria, but in view of the ease of communication between Pretoria and Johannesburg, it is unlikely that this proposal will be put into effect.

WESTERN PROVINCE DIVISIONAL EXECUTIVE COMMITTEE.

The affairs of the Western Province Division are controlled by an Executive Committee elected by the members at the Annual General Meeting. The composition of this Committee for the year 1953 is given in Table One, and it should be noted that its members were duly elected, appointed, or co-opted, to serve as the Divisional Executive Committee of the Motor Trade Association as well. In point of fact, the Executive Committee Meetings of both Associations are conducted jointly, and joint Minutes of the proceedings are prepared.

G.N. 1841 d.d. 2/12/37. Shaeffer P.149.
Divisional Records.

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The Constitution of the Employers' Association states that the Divisional Executive Committee should consist of twelve representatives for the first two hundred or part of two hundred members in the Division; plus an additional two representatives for every further two hundred or part of two hundred members. As at 1st January, 1953, there were 488 members of the Association in the Western Province, and the Executive Committee should therefore consist of 16 representatives. The additional 10 Country members, who represent various parts of the Division, were appointed to the Committee by the Annual General Meeting, and are accorded the same rights and privileges as full members, when attending meetings. The procedure is perhaps not strictly constitutional, but is expedient, as the Country representatives do not always find it easy to attend Meetings of the Executive Committee, and under this arrangement, their presence or absence is deemed not to affect the question of a quorum.

The Western Province Divisional Executive Committee usually meets once a month, to deal with matters affecting the Division. The Powers of the Committee are clearly limited to "matters of local interest," as shown by the following extract from Section 42 of the Constitution, which gives the Committee power :-

Ø

"To deal with matters of local interest, but not to determine matters of national character or calculated directly or indirectly to affect the industry throughout the country "

I

Subject to the over-riding control of the National Board, the Divisional Executive Committee is also empowered :-

- (a) To deal with applications for membership, and to admit, defer or refuse such applications.
- (b) To discipline any member in accordance with the Constitution.
- (c) To appoint sub-committees, and to delegate powers to such sub-committees.

(d) /

/ S.A.M.I.E.A. Constitution, Section 36.
 Ø Ibid., Section 42 (d).
 I Ibid., Section 42.

- (d) To negotiate and enter into an Industrial Agreement, and to appoint Industrial Council delegates.
- (e) To apply for, or become party to, a Conciliation Board.
- (f) To conduct Banking Accounts in the name of the Division.
- (g) To maintain a Divisional Office, and to appoint Staff, on such terms and conditions as thought fit.

The members of the Divisional Executive Committee are prominent Motor Traders, representing a cross-section of Employers, from the large Public Company with over three hundred employees, to the small private business with less than ten. Managing Directors, Managers, and independent entrepreneurs are all represented, from both Town and Country areas.

The Divisional Chairman, Mr George Baillie, has been in the Motor Industry all his life, and for the past twenty-three years has represented Employers on the Western Province Industrial Council. He is well versed in Labour matters, and is an able and experienced negotiator. Mr Baillie is now in his second year as Chairman of the Association in the Western Province, but his active work for the Employers' Association and the Motor Trade Association extends over the past thirty years.

SUB-COMMITTEES.

The Divisional Executive has appointed representatives to serve on the following other committees :-

- (a) Finance sub-Committee.
- (b) Industrial Council for the Motor Industry (Cape).
- (c) Motor Industry Apprenticeship Committee.
- (d) Cape Regional Labour Co-ordinating Committee.

The Finance sub-Committee is composed of three members of the Employers' Association, who are also respectively, Chairmen of the three largest Sections of the Motor Trade Association, viz., Vehicle Dealers, Service and Maintenance, and Wholesalers. This sub-Committee is charged with supervising all Income and Expenditure for both the Trade and Employer Associations in the Western Province, and for deciding all matters of financial policy. At one time, separate books of account were in current use for each Association,

but as the interests of members in "Trade" and "Employer" matters were so heavily intertwined, it was decided to have one joint Bank account and to pool Revenue and Expenditure.

During the year, all transactions are recorded in a joint set of Books, and at the end of the financial year, Income and Expenditure are apportioned on a fifty-fifty basis between the two Associations. This system greatly simplifies the Accounting records to be kept by the Divisional Secretary, and the necessary Resolutions to give effect to this procedure have been adopted by both Associations.

The Association's relationship with the Industrial Council, the Apprenticeship Committee, and the Cape Regional Labour Co-ordinating Committee, will be considered in some detail in later Chapters.

CHAPTER FOUR

AIMS AND OBJECTS OF THE EMPLOYERS' ASSOCIATION

Discussion under this heading centres around the formal Objects, as set out in the Constitution. It should be noted, however, that whilst no unreasonable discrimination must take place, the Association reserves the right to apply principles or decisions to attain these Objects on either a uniform or a differential basis, amongst its members. This point is specifically mentioned in the Constitution.

- (a) To regulate relations between members and their employees, and to protect and further the interests of members in relation to their employees.

To give effect to this aim, the Employers actively fostered the establishment of an Employees' Organisation, known as the Motor Industry Employees' Union of South Africa. The Employers' Association then co-operated with the Union in the formation of Industrial Councils in each of the seven territorial areas mentioned in the previous Chapter. As far as the Western Province is concerned, the Industrial Council for the Motor Industry/ ..

Ø Ibid., Section 2.

Y See Part Two.

(Cape), came into operation in 1935, at which time the Employers' Association withdrew from the Industrial Council for the Engineering and Motor Engineering Industry (Cape). This move gave complete autonomy to the Motor Industry, and both Employers and Employees were then divorced from any connection with the General Engineering Industry.

The decision to break away from the General Engineering Industry, and to form a separate Industrial Council for the Motor Industry, arose as a direct result of developments in England and America. In these two countries, the Motor Industry had emerged as a powerful and distinct entity with large Employer organisations such as General Motors, Ford, Chrysler, Austin, and the Nuffield organisation. During this period, also, powerful Trade Unions had been developed for Automobile Workers.

The growing feeling that the Motor Industry in South Africa should develop as a separate Industry, was strengthened by the tendency of the A.E.U. to seek to impose upon employers, demands dictated by conditions in the Engineering Industry which were not applicable to the Motor Trade. The former Industry is concentrated into large industrial areas, the latter is decentralised. Hence the uniform conditions sought by the A.E.U. for all areas were not acceptable to Employers in the Motor Industry, where the type of labour, and general wage rates, varied from area to area.

As a result of the reorganisation which took place in 1935, the Motor Industry Employers' Association can now "protect" and "further" the interests of its members by direct negotiation with the Motor Industry Employees' Union, and through the operation of the Industrial Council and the Western Province Industrial Agreement, the relations between members and their employees can be regulated.

(b) To promote the interests of members.

This clause is very broad and far-reaching in its scope. The interests of members of the Association cover a multitude of activities on Manufacturing, Wholesaling, and Retailing levels. At the same time, these interests range from vehicle dealing to service and maintenance, tyre sales and retreading, automobile engineering, etc. However, as far as possible, the Employers' Association endeavours to limit its jurisdiction to matters directly concerned with Labour, leaving other purely Trading activities to the Motor Trade Association.

Under the general heading of Labour matters, the Association endeavours to promote the interests of its members in the following specific fields :-

1. By negotiating minimum wage rates and conditions of service with the Employees' Union.
2. By securing, through negotiation, adequate standards of apprenticeship training, and adequate numbers of youths to undergo training as apprentices.
3. By endeavouring, through co-operation with the Union, to retain the bulk of labour resources in the Motor Industry for members of the Association.
4. By maintaining an unwritten code of ethics amongst its members in regard to inter-member relations and standards of service to the Public, and by enforcing penalties (including expulsion), against members guilty of breaking this code.
5. By negotiating with the Price Controller to secure a reasonable gross profit on the sale of labour involved in Workshop Services.
6. By providing an efficient information service on matters of interest.
7. By negotiating with Government Departments and other Bodies on matters affecting Employers in the Motor Industry.

(c) To encourage the settlement of disputes by conciliatory methods.

The Industrial Council provides a Forum for negotiation between the Association and the Union. Machinery for the settlement of disputes is embodied in the Constitution of the Council, and in the Industrial Conciliation Act of 1937.

These are amplified in succeeding Chapters.
See Part Three, Chapter Four.

- (d) To promote, support or oppose, as may be deemed expedient, any proposed legislative or other measures affecting the interests of members.

The primary manner in which the Association sets out to achieve this object, is by direct negotiation and discussion with Ministers and Government Departments. The Price Control regulations covering workshop labour were only introduced after long negotiations with the Association. Amendments to the Apprenticeship Act were supported by the Association which is continually being consulted on matters affecting Motor Industry Employers. Items such as the payment of Levies in terms of the Native Services Levies Act, were originally opposed by the Association with a view to easing the financial burden falling upon members. In general, every possible opportunity is taken to voice the feeling of the Industry, on matters which are likely to concern members as Employers of Labour.

- (e) To use every legitimate means to induce all persons who are eligible for membership to become members.

The Association is interested in improving its membership for several clearly defined reasons. In the first place, the greater the number of members, and the more complete the organisation of employers, the better is the Association able to negotiate on behalf of its members. This point applies with equal force and importance at all levels, from negotiations with Government Officials to discussions with the Employees' Union.

In the second place, the Association is out to improve its membership so that all reputable firms have a common forum for discussion, and a common bond of business interests. This indirectly enables some measure of control to be exercised over those members who may wish to cut prices, or to indulge in other practices dubbed "unethical," by the majority.

It must be stressed, however, that an Employers' Association cannot admit all and sundry to its ranks. There must be a certain standard of premises and equipment common to all members, which must be stoutly maintained for prestige purposes. Admittance to/

membership, therefore, is not granted lightly, yet, on the other hand, the normally accepted qualifications are not unduly severe, and are flexible in accordance with the standards prevailing in Town, Suburb, and Country.

- (f) To further the interests of members by collaborating with any association, organisation, chamber, institution or authority, and pursuant thereto, to make any financial grant to any such authority or body.

This clause is often utilised on both Divisional and National levels for the purpose of co-operation with other Bodies on matters of mutual interest. Financial Grants are generally in the nature of nominal contributions, such as, for example, the contribution of £100 towards the operating expenses of the Central Employers' Committee on International Affairs (see below), or the annual subscription paid by the Association to the National Occupational Safety Association (N.O.S.A.) for the purpose of sponsoring safety measures in Garages and Workshops.

Most other Employer Associations are federated with the Chamber of Industries or the Chamber of Commerce. There are only four large employer groups outside these Bodies, and these are :-

- (a) The Chamber of Mines.
- (b) Steel and Engineering Industries Federation of South Africa (S.E.I.F.S.A.)
- (c) The Federation of Master Builders.
- (d) The South African Motor Industry Employers' Association.

These four, together with the Agricultural Union, the Association of Chambers of Commerce, and the Federated Chamber of Industries, have collaborated in the Central Employers' Committee on International Affairs. This Committee was formed to provide Employers' Organisations with a forum for discussion of such matters as International trends in labour relations, etc., on a basis similar to that available to Trade Unions in the Trades and Labour Council, or the Federation of Trade Unions. The Central Employers' Committee on International Affairs is also charged with the responsibility for recommending to the Government the names of one Delegate and one Adviser to represent South African Employers at the annual meetings of the International Labour Office.

- (g) To provide, when deemed necessary, legal assistance to members.

This aim is common to most Associations of Employers, and is generally utilised to support members in any matter of principle, the result of which is of importance to all other members.

- (h) To co-operate with organisations of employers and/or employees on any Industrial Council or Conciliation Board which may be established to deal with matters which affect members.

In the Motor Industry, Industrial Councils were established in each of the seven Divisions. Six of these Divisions have now joined in a National Industrial Council, leaving only the Western Province still operating on a basis of complete local autonomy. The position arising from this move will be discussed in Parts Three and Four of this Thesis, with particular reference to its effect on the Western Province.

- (i) To do such other lawful things as may appear to be in the interests of members.

This clause is self explanatory.

CHAPTER FIVE

CONDITIONS OF MEMBERSHIP

Ø ELIGIBILITY.

All Employers in the Motor Industry are eligible for membership of the Association, and for the purposes of classification the Motor Industry is deemed to include the following :-

- (a) The sale of motor vehicles, motor cycles, tractors, buses and other vehicles self-propelled by internal combustion engines;
- (b) The sale of aircraft;
- (c) The sale of equipment, accessories or spares relating to the aforesaid referred to in (a) and (b), including the sale of petrol, oil and tyres;
- (d) The manufacture or assembly of any of the foregoing vehicles, tractors, aircraft, accessories or spares, or trailers or caravans;
- (e) The servicing, repair, dismantling, alteration or renovation of such;
- (f) The provision of parking facilities for any aforesaid vehicle.

It may seem a little incongruous to stretch the definition of Motor Industry far enough to cover the manufacture, assembly, and sale of aircraft, but such operations are on an extremely small scale in this Country. In the Western Province, there is one firm engaged in the maintenance of aircraft, and when slack periods develop, a portion of this firm's resources is devoted to the servicing of vehicles. The maintenance of light aircraft is not so very different from the servicing of vehicles - but this of course is certainly not true where large aircraft are concerned.

Elsewhere in the Union, similar conditions prevail, in that the maintenance of light civil aircraft is closely allied to the Motor Industry. Under such circumstances, until private aviation in the Union develops into an industry of its own, it will probably continue to work in close harmony with the Motor Industry.

Ø APPLICATIONS FOR MEMBERSHIP.

Every applicant for membership of the Association is required to complete the prescribed form, and to obtain the signatures of two members of the Association as Proposers and Seconders respectively. This latter requirement has a dual purpose :-

- (a) It enables the Executive Committee to judge whether the applicant is accepted by his fellow traders as a fit and proper person for membership;
- (b) In the absence of personal knowledge of the applicant or his business by any member of the Executive Committee, the Proposer or Secunder can be asked for a full report.

Generally speaking, the Divisional Secretary is able to report personally on the status of an applicant firm, and the condition of its premises and equipment. The Executive Committee considers each application on its merits, with due regard to the standard of the firm, in comparison to the standard of the premises, equipment, and service provided by other such firms in the vicinity. This question of comparison is important, because it is the constant aim of members of the Association to improve the standards of service provided for the Public. Hence if any applicant does not at least

measure up to the standards existing in his district, it is unlikely that membership will be granted.

The Divisional Executive Committee has power to grant, refuse, or defer, any application for membership, without specifying reasons therefor. In the case of refusal, however, the applicant is entitled to appeal to the next meeting of the National Board, and to present his case in person, or through a member of his staff, or through another member of the Association.

WESTERN PROVINCE DIVISION.

There were 488 paid-up members of the Employers' Association in the Western Province on the 31st December, 1952. This figure represents about 80% of the total number of firms in the Motor Industry who would be eligible for membership in the Division, the balance being for the most part small concerns with very little labour, or else one-man firms with no employees at all (see Table Two).

The number of members tends to show a distinct correlation with economic conditions within the Industry. When there are good profits to be made, membership tends to rise, as existing non-member firms decide to join, and new firms are established. When a business recession comes along, membership figures tend to drop, as the "marginal" firms go out of business. Paradoxically, however, it is in bad times that an Association should be of most use to its members, in helping, by collective action, to alleviate the mutual troubles which beset them, and to aid their readjustment to less favourable trading conditions.

REPRESENTATION OF MEMBERS.

It should be noted that membership is granted to the firm, and not to the individual. This is an important point of contrast between the Employers' Association and the Union. In the latter, membership is personal in every instance, but in the former, it is impersonal. Admittedly, where an entrepreneur is trading in his own name, membership could be personal if the entrepreneur

Divisional records.

decided to personally represent his business in the affairs of the Association. The Constitution, however, provides that a member which is a "partnership, firm or company" shall select a Partner, Director, or bona fide full-time employee, to represent it in all matters affecting the Association. If an employee is appointed for this purpose, it is understood that he must be an executive member of the firm's staff, having power to engage and dismiss employees. He must not, of course, be a member of the Employees' Union.

If there is any material change in the ownership, management, directorate or shareholding of a member firm, the Executive Committee can, at its absolute discretion, terminate the membership of that firm. This action, however, is no bar to any fresh application from the reconstituted firm which would then be treated on its merits. By reserving this right, the Executive Committee is able to avoid the embarrassing position which might arise if undesirable persons secured control of a member firm.

I LIFE MEMBERSHIP.

The National Board may elect up to a maximum of ten Honorary Life Members of the Board. Such Honorary Membership is reserved for persons who have rendered special service to the Association, or to the Motor Industry, and is personal to the individuals so appointed. Honorary Life Members are entitled to attend all meetings of the National Board, but not to exercise a vote, nor to take part in any Ballot of Board members. Any such member who is no longer connected with any firm in the Motor Industry, is free of all obligations to pay subscriptions, levies, or fines.

Ø S.A.M.I.E.A. Constitution, Section 14.

/ Ibid., Section 11.

I Ibid., Section 12.

TABLE THREE

Extract from Application Form for Membership of the
Employers' Association, showing the Sectional Classification
of members, according to their Trading interests

Motor Vehicle Importer and/or Distributor
and/or Main Dealer (Wholesale)

New Vehicle Dealer (Retail)

Used Vehicle Dealer

Motor Cycle Importer and/or Dealer

Wholesaler of Spares and Equipment

Wholesaler and Retailer of Spares and Equipment

Service Stations (Petrol, Repairs, Parking)

Filling Stations (Petrol and Parking only)

Repair Shops (No Parking or Petrol)

Blacksmith and/or Springsmith and/or Welder
and/or Radiator Repairer

Battery Repairers and Reconditioners

Panel Beaters and Spray Painters

Auto Electricians

Vulcanisers and/or Retreaders

Retail Tyre Dealers

Assembly Establishments

Automotive Engineering Establishments

Manufacturers

Vehicle Body Building and/or Repairing

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GENERAL.

Membership of any firm in the Association is not transferable to any other site except with the permission of the Executive Committee. Hence a member with more than one place of business who desires to be covered by membership at each place, must secure separate membership for these establishments, and is accordingly subject to the rights and duties of membership for each of such separate establishments.

The Executive Committee is the final arbiter in deciding whether or not a separate address for a portion of the business does in fact constitute a separate establishment in terms of this condition, and their decisions are usually based on the circumstances of each case. It is not unusual in larger firms, for example, to find that the Head Office is located away from the main workshop, and in such cases, only one membership would be required. Where, however, a firm has both city and suburban workshops, it is usual to treat each as a separate establishment.

The Constitution provides for the establishment of Sections within the Employers' Association, based on the Trading interests of members. At the present time, this facility is not utilised, as the Motor Trade Association, (which is sectionalised,) provides an adequate forum for discussion on a Trade basis whenever necessary. The inter-linked activities of the two Associations ensures that any particular group of members is able to discuss matters which affect them as employers of labour, and then to make appropriate representations, through their representatives on the Divisional Executive Committee of the Employers' Association.

Table Three shows the Sectional Classification of members according to trading interests, and presumably any Sectional Membership established within a Division would be based on these Trading groups.

Ø Ibid., Section 15.

/ Ibid., Section 13.

TABLE FOUR

Details of Total Membership of South African Motor Industry
Employers' Association analysed into Divisions

<u>Division</u>	<u>1948</u>	<u>1949</u>	<u>1950</u>	<u>1951</u>	<u>1952</u>
Western Province	395	417	439	478	488
Eastern Province	269	275	291	313	313
Border	169	176	178	182	181
Northern Cape	* 99	* 99	* 99	99	103
Orange Free State	280	324	349	356	383
Natal	361	374	401	437	479
Transvaal	1187	1293	1321	1367	1408
<u>Total</u>	<u>2760</u>	<u>2958</u>	<u>3078</u>	<u>3232</u>	<u>3355</u>

(* estimated)

January, 1953.

Source - S.A.M.I.E.A.

It should constantly be borne in mind that, with the exception of some Wholesale establishments, virtually every member of the Employers' Association is also a member of the Motor Trade Association. Table One showed how the Divisional Executive Committee in the Western Province was composed of members who also served on the Divisional Executive Committee of the Motor Trade Association. The close relationship between the two Associations has already been discussed in earlier Chapters, and will be further emphasised when dealing with Subscriptions.

Table Four (on the opposite page), gives some interesting statistical details of membership, by Divisions, since the formation of the present Employers' Association. The figures quoted reflect the number of members "in good financial standing" with the Association at the end of each year, and it is noteworthy that, on the whole, slow but steady progress is being maintained.

CHAPTER SIX

BENEFITS OF MEMBERSHIP

HISTORICAL REVIEW.

At this stage, it is perhaps expedient to briefly examine the growth of Employers' Associations in general, and the background causes for such a movement.

In their great work on "The History of Trade Unionism," Sidney and Beatrice Webb discuss the contention that Employers' Associations are descended from the medieval Craft Gilds. They show how the typical Gild member was called upon in his day, to perform all the functions of the entrepreneur, as well as to perform the work of the employee, but they reject the Craft Gild as being the father of either the modern Trade Union, or the modern Employers' Association. They stress the fact that the Craft Gild represented "not only all the grades of producers in a particular industry, but also the consumers of the product, and the community at large. The impossibility of finding, in modern society, any single inheritor of its multifarious functions, therefore becomes apparent."

The Webbs advance the view that the Employers' Association is merely one of the organisations which arose as the Craft Gilds began to decay, just as the Employees' Union also developed to serve the interests of the workers.

George O'Brien, writing in his book "Labour Organisation," felt that combinations of Employers developed at the same time as combinations of employees:

Ø "It must be remembered that every employer is in himself a Trade Union because he stands opposed to a number of workmen It is this very fact that each employer is himself a Trade Union that has made the existence of Unions of workmen a necessity This naturally strong position of employers has been still further strengthened by the formation of associations of employers in each industry; and the progress of such Associations has advanced side by side with the progress of workmen's Unions."

It would appear from this view, that Trades Unions arose as a counter to the power of the individual employer, and that Associations of Employers were then formed to oppose the growing power of the Unions.

There is considerable support for this analysis, but it must not be forgotten that in the later Middle Ages, there were many forms of combinations of employers for the furtherance of their mutual trading interests. Some of these associations exist to the present day, and it is quite conceivable that in many cases, the trading nature of these associations was enlarged to cover Employer/Employee matters, as the power of organised labour developed.

It thus seems to be quite clear that the real need for combinations of Employers arose out of the growth of Trade Unionism. Prior to the advent of organised labour, each employer was able to bargain with his own employees. When faced with an organisation of workers extending beyond the confines of his own business, however, the employer found it necessary to join with his fellows to protect his own bargaining position.

See also G.G.C. Routh, S.A.J.E., September, 1949, P.302.
 Ø "Labour Organisation" page 75.

TANGIBLE BENEFITS.

Returning again to the Motor Industry Employers' Association in the Western Province, there are certain obvious benefits which accrue to any member.

In the first place, an organised body of employers is better able to resist demands made by the Union. The degree of resistance, however, depends to a large extent on conditions within the industry. If labour is scarce, it might pay the employers to agree to slightly higher wages, in order to attract workers from other industries. On the other hand, an increase in wage rates not accompanied by increased productivity might conceivably raise costs to the point where consumer resistance is encountered, and total sales reduced. These are matters which an Employers' Organisation is perhaps better able to study, than an individual entrepreneur, because the specialised facilities available to an Association of Employers include not only the benefit of statistical information concerning conditions within the industry, but also such advantages as collective financial aid in obtaining expert specialist advice.

The Association in the Western Province is one of the parties to the Industrial Council for the Motor Industry, Cape. The structure of the Council will be considered in Part Three, but inasmuch as the Industrial Council system does give Employers and Employees a measure of control over labour conditions within their own industry, it can be claimed that this is also one of the tangible benefits of membership.

Further obvious benefits are to be derived from the facilities offered by the Divisional Office of the Association. A comprehensive information service is available whereby every member is kept informed of matters affecting his position as an Employer. Because of the close connection between "Employer" and "Trade" matters, and because most of the members belong to both the Employers' and the Trade Association, a monthly "Nuusbrief" is

circulated to all members giving the latest information on matters of general and specific interest. In addition, any member may, at any time, write to the Divisional Office, or telephone the Secretary, for assistance and advice.

The "Motor Trade Association Bulletin" is a monthly publication which acts as the official mouthpiece of the Employers' Association and the Motor Trade Association. Copies of the Bulletin are supplied free of charge to all members of the two Associations, and the information thus disseminated constitutes yet another of the benefits of membership.

There are many other ways in which an Employers' Association can help its members. In the Motor Industry, however, with its twin organisations, the "Trading" function is the purview of the Motor Trade Association. Hence such matters as discussion with Oil and Tyre Companies, representations concerning profit margins, negotiations in regard to Import Permits, and other matters affecting the profit on commodities as distinct from the profit on labour, are not handled by the Employers' Association.

There is no clear-cut line of demarcation between the two Associations, the broad basis of division being that the Employers' Association handles matters affecting labour and the profit on labour, whilst the Trade Association deals with commodities and trading profit margins in general. Close liaison between the two National Offices ensures that overlapping is reduced to a minimum, whilst at the same time making sure that every matter affecting Motor Traders is carefully studied by one Association or the other.

INTANGIBLE BENEFITS.

Quite apart from all the obvious benefits of membership of the Employers' Association, there are considerable advantages which accrue to members in a less tangible form.

By virtue of its National organisation, the Association is acknowledged as the mouthpiece of Employers in the Motor Industry,

in so far as Labour matters are concerned. (The Motor Trade Association performs a similar function in regard to Trading aspects.) As a result, the Association is frequently consulted by Government Departments, concerning the views of Employers on matters of specific interest. At the same time, the Association is constantly making representations to the Government, and to other Bodies, in an effort to further the interests of Motor Trade Employers. Some specific examples of this type of work, which is vitally important to every employer, are given below :-

- (a) Negotiations with the Price Controller, in an effort to obtain the least onerous controls on the Industry, and the best possible controlled prices.
- (b) Representations to the Department of Labour on various matters connected with Apprenticeship in the Motor Industry.
- (c) Discussions with the Motor Industry Employees' Union concerning details of the National Industrial Council, the National Industrial Agreement, the National Pension Fund, and various other matters (which will be discussed in Part Four).
- (d) Liaison with other Employer Associations on matters of common interest, as for example when making representations to the Minister of Economic Affairs on the text of his proposed Bill to control Monopolies.

Individual employers would be quite unable to negotiate with the same power that accrues to the Association from the collective strength of all its members. However, as the benefits outlined above are not immediately obvious to the average member, there is a tendency to ignore them when assessing the material services rendered in return for the annual subscription. A little reflection, however, will show that the "intangible" benefits summarised above, have possibly an even greater bearing on the ultimate nett profit derived by employers in the Industry, than the more obvious and immediate benefits discussed earlier.

BENEVOLENT FUND.

The Association operates a Benevolent Fund for the assistance of Employers in the Industry who may have fallen on hard times. The Fund is supported by voluntary contributions from members, or from

the Divisions, but there is generally little call for its services.

Ø In the Western Province during the past five years, only two requests for assistance have been received. One case concerned the widow of a former Motor Trader who was assisted with grants totalling about £700, and in the other case, a monthly grant of ten pounds has been made to a former Employer who is now totally incapacitated for any sort of work.

CHAPTER SEVEN

SUBSCRIPTIONS AND FINANCE

ENTRANCE FEES.

The Constitution specifies that the amount of Entrance Fee, payable on application for membership, shall be determined annually by the Executive Committee, but shall not in any case exceed ten guineas per annum. At present, the amount of the Entrance Fee is fixed at £3. 3. 0. in the Western Province, and in all other Divisions of the Association.

SUBSCRIPTIONS.

Within the framework of the Constitution, each Division is allowed full freedom to arrange its subscription schedules in accordance with the wishes of its own members. The original provision contained in the Constitution laid down a Basic Subscription not exceeding £10. 10. 0. per annum, and an additional Subscription not exceeding £2. 2. 0. for every ten or part of ten employees.

Ø At a Conference held in Durban in 1951, however, it was pointed out that unless subscriptions to the Motor Trade Association were linked to those of the Employers' Association, a situation could arise where a member would decide to pay the lesser subscription only, and yet expect to receive the full benefits of dual membership. In practice, it was extremely difficult to divide the activities of the two Associations, and in any case, the great majority of members belonged to both Bodies.

Ø S.A.M.I.E.A. Records.

/ S.A.M.I.E.A. Constitution, Section 16.

1 Ibid., Section 19.

After considerable discussion, it became obvious that the views of each Division differed sharply in regard to the method of levying subscriptions on its members. Traditional subscription practice varied in detail in each Area, but there was general agreement in regard to maximum rates. Accordingly, therefore, it was agreed to adopt a plan whereby each Association laid down its maximum basis of subscription in an identical manner. Each Division was then allowed to frame its own subscription schedule, within this framework, subject to confirmation by the National Executive of both Associations. At the same time, it was agreed that any firm desiring to join one Association only, should nevertheless pay a subscription equal to the amount that would normally be payable had such firm joined both Associations.

This move had two-fold significance. In the first place, it allowed each Division to assess its subscriptions in accordance with the wishes of its own members, subject only to the maximum laid down in the Constitution, and the consent of the National Executive. Secondly, it closed the loophole whereby on payment of one subscription only, a member could receive most of the benefits of membership of both Associations. With this degree of Divisional Autonomy in regard to subscriptions, complete harmony was reached, and in practice, the scheme seems to have worked very well.

The Constitution of the Employers' Association lays down that Subscriptions shall be determined annually by the Executive Committee, and confirmed at the Annual Meeting of the National Board.

For 1953, the schedule is as follows :-

Basic Subscription £ 4 per member.

Supplementary Subscription.

Up to 10 employees	£ 1
11 " 20 "	2
21 " 30 "	4
31 " 40 "	8
41 " 50 "	10
51 " 60 "	12
61 " 70 "	14
71 " 80 "	16
81 " 90 "	18
91 " 100 "	20

Plus £1 extra for every ten or part of ten employees over 100.

S.A.M.I.E.A. Records.

S.A.M.I.E.A. Constitution, Section 19.

The Western Province Schedule of Subscriptions is detailed in Table Five. The Divisional Executive Committee endeavoured to draw up a Schedule which would more or less compare with the amounts which members had been paying in previous years, and it will be noticed that Subscriptions are calculated on a basis of joint Employers' Association and Motor Trade Association membership. As mentioned earlier, any firm joining one Association only, nevertheless pays a subscription equal to the amount which would have been paid under dual membership.

Table Six gives some indication of how the Schedule is applied in practice, and it will be seen that in general, the firms with the bigger stake in the Motor Industry pay the larger subscriptions. The minimum subscription is £ 8 per annum for a small service station with less than ten employees. (This can be compared to the amount of £ 6. 10. 0. which each Journeyman member of the Union would pay to the Motor Industry Employees' Union per annum, at the rate of 2/6d per week.) At the other end of the scale, a large city vehicle dealer with 350 employees would pay £ 96 per annum as annual subscription.

It should be noted that ALL employees, irrespective of race, colour, or occupation, are included when computing that portion of the subscription which depends on the number employed, and for this purpose, every member is called upon to render an Annual Return to the Divisional Office, showing the number of workers employed by him as at the 31st October. The information contained in these forms is used to assess the subscription liability of the member, and also to determine his voting power at General Meetings.

FINANCE.

The Income of the Western Province Division is derived from Entrance Fees and Subscriptions collected during the year. Subscription assessments are posted in January, and the majority of members forward their cheques within the succeeding two or three

Ø See Chapter Eight.

months. By the middle of the year, virtually all subscriptions have been paid.

/ National Office Income consists of contributions from the seven Divisions of the Association, based on a formula which graduates the amount payable, according to the number of members in the Division. In the Western Province, for example, about 12½% of total Income is remitted to the National Office of the Employers' Association, and a like amount to the National Office of the Motor Trade Association. This makes a total National Contribution of 25% of Divisional Income. Other Divisions with larger or smaller membership figures, would remit correspondingly larger or smaller percentages of their total Income. Thus the principle is established that the larger Divisions contribute on a scale which increases per capita with increasing membership. This also has the effect of easing the burden of National Contributions for the smaller Divisions.

I National Office expenditure is classified under four general headings :-

- (a) For administrative expenses.
- (b) Towards any Division requiring assistance.
- (c) For the National work of the Association.
- (d) Towards the Constitutional Aims and Objects of the Association.

Ø Divisional expenditure is mainly in the nature of administrative expenses of various types. Any Divisional expenditure on objects not specifically covered by the Constitution, renders the members who authorised such expenditure, jointly and severally liable to refund the amount spent. However, if any member recorded a specific protest against incurring such expenditure, he is able to avoid this liability. In practice, it has never been necessary to utilise the Clause in the Constitution dealing with this matter, as a very high standard of integrity exists in the disposal of Divisional Funds.

XX . An audited Balance Sheet, and Income and Expenditure Account, are prepared by the Western Province Division as at the 31st December each year. After consideration by the members at the Divisional

/ S.A.M.I.E.A. Constitution, Section 59.
 I Ibid., Section 57.
 Ø Ibid., Sections 58 and 61.
 XX Ibid., Section 63.

Annual General Meeting, a copy is forwarded to the National Office, where consolidated Final Accounts are prepared to present the financial position of the Association and all its Divisions, to the Annual Meeting of the National Board.

I The General Secretary of the Association, and all Divisional Secretaries, are required to furnish Fidelity Bonds. The amount of the Bond is determined in each case by the Board or Executive Committee concerned, and the premiums are payable by the Association.

CHAPTER EIGHT

VOTING AND BALLOTS

■ VOTING.

At all General Meetings, whenever the election of Office Bearers is being considered, each member present in person is entitled to exercise one vote for every twenty, or part of twenty, persons employed by him, subject to a maximum of five votes for any one member.

This clause was inserted in the Constitution in 1951, and, whilst it has not been abused in practice, the idea of giving a "loaded vote" to the larger firms, has been strongly criticised as being wrong in principle.

Those in favour of the "loaded vote" argue as follows :-

- (a) It gives to the larger employers of labour a voting power more in keeping with their status in the Industry, and their importance to the Motor Trade.
- (b) If the principle of differential subscription rates, according to the size of the firm, is accepted, then those paying the larger subscriptions should be entitled to the greater say in the affairs of the Association.
- (c) Without a "loaded vote," it might be possible for a number of very small one-man firms to out-vote a large organisation on a matter of great importance to the latter, and all its employees.
- (d) As the larger firms have a correspondingly larger financial interest in the Motor Industry, they can be relied upon to adopt policies and to take action which will be to the benefit of the Motor Trade as a whole. Thus the small firms will automatically benefit from the actions of the larger firms.

I Ibid, Section 67.

■ Ibid., Section 76.

- (e) Even though the larger organisations are able to exercise a loaded vote, this vote is limited in its application. Hence if ever the interests of large and small firms should diverge, the latter, by sheer superiority of numbers, could out-vote the large organisations, notwithstanding their loaded vote.

The opponents of the principle of differential voting powers maintain that it is undemocratic, and tends to concentrate control of the Association in the hands of large organisations. They deny that the interests of both large and small employers are always identical, and point to the fact that electoral franchise rights are on the same basis for all members of the community, irrespective of wealth or standing.

As far as elections in the Western Province are concerned, the average attendance at General Meetings is only about seven per cent of the total membership, and most of those present represent the large employers of labour. Hence the case of the opponents of the "loaded vote" is largely nullified by their own apathy. It has also been freely admitted by many small firms that in this Division there is at present no point of material difference between large and small employers, the interests of both being safeguarded by a vigilant Executive Committee.

It should be noted that the principle of exercising a loaded vote is reserved purely for the election of Officers and Committee members at General Meetings. Any member who has failed to render the Annual Return Form mentioned in Chapter Seven, is disqualified from exercising more than one vote. At meetings of the National Board, Divisional Executive Committee, or any other Committee duly appointed in terms of the Constitution, the members present in person may exercise only one vote each.

BALLOTS.

The National Chairman of the Association, after consultation with not less than three members of the National Board, may submit any issue arising between meetings of the Board, to a postal ballot

Ø Ibid., Section 75.

/ Ibid., Section 77.

of all members of the National Board. The result of the postal ballot is then deemed to be of the same effect as a resolution of the Board in ordinary meeting.

The National Board can, at its discretion, authorise a Ballot of all members, or of members in any particular Division, on any topic approved by the Board. A Ballot is, however, mandatory :-

- (a) if demanded by a Division;
- (b) on any proposal to declare or take part in any lock-out, provided that the matter has first been dealt with in terms of Section 65 of the Industrial Conciliation Act.

Full details of the procedure to be followed in conducting a ballot, are given in the Constitution, which also provides that the National Board shall be bound to take action in accordance with the wishes of the majority, if at least two-thirds of the members eligible to participate in the ballot, have voted.

General regulations for the holding of Divisional Ballots are also set out in the Constitution, with particular reference to any ballot for the election of persons to any office in the Association, or as representatives on the Industrial Council. In the latter instance, it is specified that, "nominees up to the required number securing the highest number of votes shall be declared elected as principal representatives, and of the remaining nominees the persons up to the required number securing the highest number of votes shall be declared elected as alternates."

CHAPTER NINE

DISCIPLINE

No. Association can succeed in its purpose unless it is wholeheartedly supported by the general membership. Such support need not necessarily be active - there are always members who are content to leave the hard work to others - but there must definitely be some form of disciplinary control over any member who seeks directly

Ibid., Section 78.

See Part Three, Chapter Four.

S.A.M.I.E.A. Constitution, Sections 79 and 80.

Ibid., Section 81.

or indirectly to evade his responsibilities.

One of the clauses contained in the form of application for Membership states that the applicant, if accepted, undertakes to abide by the Constitution of the Association. By agreeing to this condition, the member automatically becomes subject to the Disciplinary clauses, if occasion arises. The nature of these clauses can be summarised as follows :-

- (1) At the discretion of the Divisional Executive Committee, a member may be suspended, fined, or expelled; provided that :-
 - (a) No fine shall exceed £ 25 for a first offence, and £ 50 in respect of each subsequent offence.
 - (b) There shall be a right of appeal to the National Board of the Association.
- (2) Any member who fails to pay subscriptions, fines or levies, which are more than three months in arrear, within seven days of written demand, shall be liable to disciplinary action. In practice, this usually means expulsion from the Association.
- (3) A member who infringes any of the terms of the Constitution, or acts in a manner considered to be detrimental to the interests of the Association, shall be liable to disciplinary proceedings as set out below.
- (4) Any member committing a wilful breach of the Industrial Council Agreement, or alleged to be guilty of conduct calculated to adversely affect the capacity of employers to maintain the standards prescribed in the Agreement, shall also be liable to disciplinary proceedings.

The proceedings contemplated in paragraphs (3) and (4) above, are initiated by the Divisional Executive Committee, in firstly advising the member firm concerned of the allegations made against it. It is then usual to appoint a sub-committee to investigate the charges, and to report back to the full Executive Committee. The member concerned is entitled to state a case before the Executive Committee and to call any evidence it may see fit.

The decision of the Divisional Executive Committee is normally binding, but the member may give notice of appeal to the National Board within seven days after receiving the decision of the

Similar conditions apply to membership of the M.T.A., and, if applicable, disciplinary action could be taken by both Associations, for the same offence.

S.A.M.I.E.A. Constitution, Section 86.

Ibid., Section 87.

Ibid., Section 88.

Executive Committee. If due notice of appeal is lodged, the decision of the Executive Committee is normally suspended pending the result of the appeal. However, in exceptional circumstances, if the Committee feels that immediate enforcement of their decision is warranted, it can be made effective forthwith. The member concerned may then appeal for reinstatement, or restitution, as the case may be.

Ø A member may resign, by giving one month's notice in writing to the Divisional Secretary, but such resignation does not become effective until all monies due to the Association have been paid. It should be noted, however, that a member who resigns, or is expelled from membership, has no claim on any of the funds of the Association.

Λ The Constitution provides that any member who has been suspended, or whose subscriptions are more than three months in arrear, shall cease to be entitled to any of the benefits of membership. Such member, however, is still subject to the obligations of membership. In the Western Province, there are always a few members each year who fail to pay their subscriptions within a reasonable time. The general practice of the Executive Committee is not to enforce suspension, but to expel from membership those firms who do not settle their accounts, after receiving due notice in writing from the Divisional Secretary.

CHAPTER TEN

LIAISON ACTIVITIES

1. SOUTH AFRICAN MOTOR TRADE ASSOCIATION.

The most prominent liaison activity of the Employers' Association is with its sister organisation, the South African Motor Trade Association. It has already been shown that the activities of the two Associations are complementary, and the fact that virtually all members of the Employers' Association in the Western Province are also members of the Motor Trade Association, is further evidence of this direct liaison.

Ø Ibid, Section 85.

Λ Ibid, Section 92.

The South African Motor Trade Association is sub-divided into the following Sectional Associations, according to the trading interests of its members :-

- (a) National Automobile Dealers' Association.
- (b) National Automotive Service and Maintenance Association.
- (c) National Motor Parts and Equipment Association.
- (d) National Retreaders' and Tyre Dealers' Association.
- (e) National Automotive Engineering and Manufacturing Association.

There are no corresponding Sectional Associations within the Employers' organisation, as the interests of Employers are more or less homogeneous. In order to ensure, however, that the different viewpoints of the various trading groups are effectively co-ordinated, the Divisional Executive Committee of the Employers' Association also contains representatives from the Sectional Committees of the Motor Trade Association. Hence by serving in a dual capacity, these representatives are able to co-ordinate Employer and Trade matters for the benefit of all members.

A similar state of affairs prevails in all other Divisions, and on a National level, the 1953-1954 Chairman of the Employers' Association is also the First Vice-President of the Motor Trade Association.

2. THE CAPE REGIONAL LABOUR CO-ORDINATING COMMITTEE

During 1951, the Employers' Association was asked to co-operate in the formation of an advisory committee of Cape Employers' Associations, to discuss matters of mutual interest on a regional basis. This committee meets periodically to examine and discuss various items affecting Employers of Labour, and to make recommendations to its various constituent Bodies on these issues. Some of the matters which have come before the committee are :-

- (a) The general question of Wages, Hours of Work, Leave Privileges, etc., in Cape Industries, and whether any uniformity of these conditions is desirable, or possible.
- (b) The pros and cons of consolidating basic wages with cost-of-living allowances.

- (c) Various aspects of International Labour relations, as reflected in proceedings at the I.L.O. Conferences.
- (d) The payment of levies in terms of the Native Services Levies Act, and the intended purpose and functioning of the Regional Committees set up under the Act.

As a forum for the interchange of information, the Committee serves an excellent purpose, but apart from this, its function is limited, as its Constitution does not envisage anything more than voluntary co-operation between member organisations.

3. COMPLAINTS SUB-COMMITTEE.

The members of the Association deal almost exclusively with members of the Public, and as in any enterprise of this nature, there are times when the latter feel that they have not received a square deal. The Divisional Executive Committee has therefore appointed a joint sub-committee of M.T.A. and E.A. members to investigate any complaints which may be lodged by the Public with the Divisional Secretary.

An average of about four complaints a month are lodged in the Western Province, some coming from the Motoring Clubs acting on behalf of their members, and others direct from the consumers. In the majority of cases, the complainants allege overcharging by Garages for work performed, but in some cases, it is the quality of the workmanship in carrying out repairs; that is at issue.

The sub-committee investigates each complaint personally and thoroughly. Where a member of the Association is at fault, it is usually possible to effect an adjustment in favour of the customer. Where non-members are concerned, the sub-committee records its opinion on the merits of the complaint, but has no power to suggest any adjustment. As a matter of interest, about half of the alleged complaints prove to be without foundation, after they have been investigated.

4. SOUTH AFRICAN AGRICULTURAL IMPLEMENT AND MACHINERY TRADE EMPLOYERS' ASSOCIATION.

This is a relatively new Association, formed with the help of the Motor Industry Employers' Association, and it has already been

accepted as a party to the National Industrial Council. The negotiation of a separate Agreement for this Industry, however, is dependent on the close co-operation of the Motor Industry Employees' Union in enrolling the employees working in firms engaged in the Agricultural Implement and Machinery Trade.

The reason for the close liaison existing between the two Employers' Associations is the fact that a large proportion of Tractor repair work and general repairs to farm machinery is at present being handled by members of the Motor Industry Employers' Association, during the normal course of day-to-day business. It was felt appropriate, therefore, to align the new Agricultural Machinery Trade Employers' Association to the Motor Industry Employers' Association, as the interests of the two Bodies were common in many respects.

A further matter of importance to the Agricultural Employers' Association was that the Motor Industry Employers' Association undertook to act as Secretaries on both a National and Divisional level. In the Western Province, therefore, the Divisional Secretary deals with the affairs of both Associations.

5. CENTRAL EMPLOYERS' COMMITTEE ON INTERNATIONAL AFFAIRS.

In terms of the Constitution of the International Labour Office, member Governments must appoint annually, persons who, inter alia, are representative of Employer and Employee interests in the member country. For this purpose, the South African Government has always been able to turn to a representative Body of Workers' Unions, firstly in the form of the South African Trades and Labour Council, and more recently, also the South African Federation of Trade Unions.

Employer Organisations, on the other hand, did not have any National Body to represent them, and it was therefore difficult for the Government to find any Employer representative who could be said to represent all Employers. Partly for this reason, and partly owing to the growing need for some sort of co-ordinating Body amongst Employers' Associations, the six principal organisations of this

nature joined in a federation known as the Central Employers' Committee on International Affairs.

The six participating organisations in this Committee are as follows :-

- (a) The Chamber of Mines.
- (b) Federated Chamber of Industries.
- (c) Steel and Engineering Industries' Federation of South Africa.
- (d) The Master Builders' Federation.
- (e) Agricultural Union of South Africa.
- (f) Motor Industry Employers' Association.

Apart from submitting nominations for the Employer Delegate and Adviser to the Annual I.L.O. Conference, the Committee discusses general questions of Employer and Worker relationships, and also studies International trends in Labour Relations.

6. GENERAL.

There are many other liaison activities carried on by the Association on a National or a Divisional level, but for the most part, these are intermittent contacts as and when occasion arises. Liaison with the two Motoring Clubs, for example, occurs whenever complaints need investigation. Help is rendered to such Bodies as the National Occupational Safety Association, in its work to cut down the Industrial accident rate. Members of the Employers' Association serve on other Bodies, such as Road Safety Association, and the South African Road Federation.

The Motor Industry is the third largest employer of Labour in South Africa, and the Motor Industry Employers' Association is developing into a powerful and influential Body, organised to protect and further the interests of its members. Its sister organisation, the South African Motor Trade Association, has long been recognised as a major force in the Motor Industry, but there were many who originally felt that Labour matters were of minor importance when compared to Trading affairs. However, the growing strength of organised Labour, and the world wide movement towards Social Security, have emphasised the need for Employer co-operation, not only on a Regional level, but on a National basis too. This has led to a wider

concept of the nature and the function of the South African Motor Industry Employers' Association, which is reflected in the growing National activities discussed in Part Four.

CHAPTER ELEVEN

APPRENTICESHIP

POLICY

The efficient training of adequate numbers of Apprentices is of vital concern to the interests of Employers. The skilled labour force of to-morrow depends to a very large extent on the number of Apprentices that are trained to-day. Not only the quantity, however, but the quality of training is important, as a relatively high degree of skill is required to maintain the modern motor vehicle in a safe and roadworthy condition.

The interests of the Employees' Union in so far as Apprenticeship is concerned, are by no means the same as the interests of the Employers. The Union should be concerned with limiting the number of Apprentices in order to keep the supply of skilled men less than the demand, thus maintaining high wage rates. To some extent, the Employers should be prepared to support such action, in order to lessen the chances of their competitors being able to obtain adequate cheap labour, and also, of course, to reduce the number of skilled, potentially self employed workers.

On the other hand, the present supply of skilled artisans in the Motor Industry is so inadequate as to bring about strong competition between Employers for the available labour, thus forcing average wage rates up to levels far above those prescribed as "basic" in the Western Province Industrial Agreement. The imposition of Price Control on Workshop Labour has limited the charge that may be made to the customer, hence Employers must either obtain more skilled labour by training more apprentices, as a long term policy, or else adopt a short term view only, and continue to compete with one another for the available supply.

Ø See Part Three, Chapter 21.

TABLE SEVEN

Comparative National Apprenticeship Statistics for various Industries for the Quarter ended 31st December, 1952

<u>INDUSTRY</u>	<u>C O N T R A C T S</u>		
	<u>REGISTERED:</u>	<u>TERMINATED:</u>	<u>RESCINDED:</u>
Aviation	-	1	-
Baking	2	2	3
Building	278	197	78
Butchery	1	3	4
Carriage Building	7	2	2
Coal Mining	2	-	2
Diamond Cutting	13	3	-
Electricity Supply	38	-	-
Engineering	284	139	70
Explosives & Allied Industries ..	18	-	-
Furniture	70	30	9
Government-Building.....)	8	-	2
Government-Engineering.....)	39	10	12
Grain Milling	5	-	1
Hairdressing	64	27	12
Jewellers & Goldsmiths	3	1	-
Leather	2	1	1
Mines-Building	21	7	7
Mines-Engineering	221	36	23
Motor	238	120	46
Printing	55	49	3
Railways-Airways	1	3	-
Railways-Building	1	8	3
Railways-Carriage Building	-	6	-
Railways-Engineering	6	21	15
Sugar Manufacturing & Refining Industry	7	2	-
Typewriter & Office Appliance Industry	9	2	3
Total - 4th Quarter	1393	670	296
Total - 3rd Quarter	3115	996	355
Total - 2nd Quarter	2105	1215	306
Total - 1st Quarter	929	1918	262
<u>Grand Totals for 1952</u>	<u>7542</u>	<u>4799</u>	<u>1219</u>

January, 1953.

Source - Department of Labour.

The Union's attitude to Apprenticeship will be discussed in Part Two, where it will be shown that fairly liberal views prevail at the present moment, because of the great shortage of Artisans in the Industry. The Employers' attitude, on the other hand, is almost one of indifference. Apart from the larger Cape Town firms and some country firms, the majority of Employers in the Western Province are not bothering to train the labour which they so urgently need.

There are several reasons for this poor record of Apprenticeship in the Motor Industry :-

- (a) The employers allege that sufficient youths are not coming forward for training as Apprentices. This may be true, to some extent, in country areas, but in Cape Town, the Association, through a series of Press Advertisements, has been able to place over 200 Apprentices during the past eighteen months.
- (b) It is alleged that the type of European youth seeking Apprenticeship is not really suitable, and at best is only likely to make a poor Apprentice and a mediocre craftsman. In a large number of cases, this has been proved, as the records of the Apprenticeship Committee and the Cape Technical College can show, but there is a large reservoir of Coloured labour which has so far hardly been tapped. European applicants for Apprenticeship are generally of Standard VI and VII education, but many Coloured youths with Junior Certificate and Matriculation qualifications have had to be diverted to other industries, because of the unwillingness of Employers to indenture such youths in an Industry dominated by white artisans. The Union can afford to be "liberal" in regard to the number of Apprentices indentured, because it knows full well that hardly any white artisans would agree to train Coloured apprentices. The supremacy of white labour in

TABLE NINE

Cape Motor Apprenticeship Committee - Details of Contracts
in force - March, 1953.

<u>TRADE</u>	<u>Number of Apprentices</u>
1. Acetylene and/or Electrical Welding	1
2. Blacksmithing and/or Forging and/or Springmaking..	4
3. Bodymaking	3
4. Fitting and Turning	14
5. Motor Battery Mechanic	Nil
6. Motor Electrician	15
7. Motor Mechanic	432
8. Painting and Spraying	14
9. Sheetmetal Working	119
10. Trimming	13
11. Vulcanising and Reconditioning Tyres	2
	<u>617</u>

Number of Motor Firms employing Apprentices :

Greater Cape Town area	94
Elsewhere in Western Province	<u>100</u>
<u>Total</u>	<u>194</u>

Estimated number of Motor Firms capable of training Apprentices:

Greater Cape Town area	230
Elsewhere in Western Province	<u>200</u>
<u>Total</u>	<u>430</u>

(Source - Apprenticeship Committee and Industrial Council
Records)

of apprentices in their workshops.

It should not be thought from the foregoing remarks that there are many applicants for Apprenticeship who cannot be placed. True enough, there is great difficulty in placing would-be Coloured Apprentices, but virtually all European applicants who possess the necessary qualifications can easily be absorbed in the Western Province. The main problem is one of numbers, in that the number of youths coming out of Apprenticeship annually is not sufficient to make any appreciable difference to the prevailing labour shortage. At the same time, a large number of Employers show a complete lack of interest in the training of indentured youths. The situation is complicated by two factors. In the first place, there is the extraordinary growth of the Motor Industry in recent years, which in itself brings about an increased demand for labour. The second point is that the restriction on the number of new vehicles imported (due to Import Control) has meant that a larger proportion of old vehicles has now to be serviced and maintained in running order. This involves relatively more repair work than would be the case if new vehicles were in free supply - hence again an increased demand for labour.

One fact, however, seems very evident, and that is that the Industry could, and should, set out to attract far more eligible youths as apprentices. Only in this way, with every Employer doing his share in the training of Apprentices, can the long-term requirements of the Motor Industry for skilled labour, be met.

APPRENTICESHIP COMMITTEE.

Ø The Cape Motor Engineering Apprenticeship Committee was first established in 1937. The present Committee consists of four representatives of the Employers' Association and four representatives of the Union, under the Chairmanship of a retired Magistrate, Mr M.C. du Flessis. The Secretary is an official of the Department of Labour.

Ø Apprenticeship Committee Records.

TABLE TEN

Cape Motor Engineering Apprenticeship Committee

March, 1953

Independent Chairman M.C. du Plessis

Employer Representatives

Principals

J.A. Farber
W.S.J. Grant
H.M. Timoney
R.D. Speed

Alternates

V.R. Edwards
H.A. Pfeiffer
J. Apsey
D. Slabber

Employee Representatives

Principals

A. Manning
H.W. Baard
H.J. de la Hunt
J.G. Loubser

Alternates

R.J. Zeman
C.E.L. Courtney
C.A.J. Burger
R.P. Hart

Co-opted Members:

D.S. Maclean Cape Technical College
C.C. Parlabeau Juvenile Affairs Board

Secretary - F.S.P. de Villiers
(Department of Labour)

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The composition of the Employers' representation on the Apprenticeship Committee is worthy of note, as it provides the only instance where the Association in the Western Province has appointed the Divisional Secretary to serve as one of the representatives of Employers' interests. The Employees' Union habitually instructs their Divisional Secretary to represent the interests of the workers on various Committees, but as a general rule the Employers' Association feels that its own members should be prepared to represent the interests of Employers whenever necessary. On the Apprenticeship Committee, however, it was found that more detailed knowledge of the training facilities available at Garages throughout the Western Province was necessary. It was therefore decided that the Divisional Secretary should form one of the Association's representatives, in company with three members elected by the Executive Committee.

By having the Secretaries of the Union and the Association on the Apprenticeship Committee, members of the Committee are able to call on the personal knowledge of these two officials when considering the merits of various applications. This system greatly facilitates the work of the Committee, and aids in the placing of Apprentices with the minimum of delay.

The Committee meets once a month, but to assist in the speedy engagement of Apprentices, a permanent sub-committee has been appointed to give telephonic approval of any straightforward applications referred to them by the Secretary. These interim approvals are considered and confirmed by the full Committee at its next monthly meeting.

In addition to considering applications for Apprenticeship, the Committee is charged with generally reviewing the conduct and diligence of Apprentices. To assist in this work, the Head of the Department of Engineering at the Cape Technical College consented to serve as a co-opted member of the Committee, and to bring forward for review any cases of non-attendance or lack of diligence amongst Motor Industry students at the College.

Every Apprentice must undergo theoretical instruction in various aspects of his Trade, either by attending classes at a Technical College, or by completing correspondence lessons if he lives at too great a distance from such a College. However, several aspects of this question of theoretical tuition for Apprentices will be discussed in Part Four, when dealing with Recent National Developments in the Motor Industry.

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PART TWO

THE MOTOR INDUSTRY

EMPLOYEES' UNION

OF

SOUTH AFRICA

I N D E X T O P A R T T W O

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CHAPTER ONEORIGIN AND HISTORYTYPE OF UNION.

The Motor Industry Employees' Union of South Africa is an "Industrial Union" registered in terms of the Industrial Conciliation Act of 1937 to cover all Employees (except Natives) in the Motor Industry, irrespective of their Trade or Occupation. Other, so called "Craft Unions," are registered for persons following particular Trades or Callings in many Industries, as for example the Amalgamated Engineering Union which covers Artisans engaged in mechanical work in a variety of different industries and undertakings.

Another point of difference between the Motor Industry Employees' Union and many other Trade Unions, is that the former was sponsored in its formation by the Employers in the Motor Industry, whereas the latter have mostly grown up as an association of workers engaged in a particular craft, or as branches of Overseas Unions.

Thus the Motor Industry is a closely knit organisation consisting of an association of Employers on the one hand, and one Union representing all the Employees on the other hand. This tends to give greater strength and solidarity to Labour relations, as both sides are concerned in the development and prosperity of the same joint enterprise, - the Motor Industry.

LOCAL DEVELOPMENT.

Prior to 1933 the various Trades in the Motor Industry were represented in the Amalgamated Engineering Union. Those workers in the Motor Industry, therefore, who wished to belong to a Union, became members of the Amalgamated Engineering Union.

By 1933 a separate Motor Industry Employees' Union had been formed in Johannesburg, and a similar Body was mooted for Cape Town. With the assistance of the Employers (who in those days were organised as the South African Motor Trade Association Ltd.) a separate and purely Motor Industry Union was formed in Cape Town, with Mr P. James Rixon as its first Chairman.

This/

This Body was independent of the Johannesburg Union, although joint consultation on matters of mutual interest was frequent.

Employees in the Motor Industry resigned from the Amalgamated Engineering Union to join the new Motor Industry Employees' Union, and with co-operation from the Motor Trade Association, Employers and Workers became parties to the Industrial Council for the Engineering and Motor Engineering Industry (Cape). It will be noticed that labour relations were organised on a local basis only, and in point of fact the registration of the new Cape Union only covered the area of the Peninsula and Bellville.

In 1935 the parties representing the Motor Industry finally broke away from the Engineering Industrial Council, and at the same time, the area of registration of the M.I.E.U. was extended to Paarl. A separate Industrial Council for the Motor Industry (Cape) was formed, the parties thereto being the Motor Industry Employees' Union, and the Western Province Division of the Motor Trade Association. In 1937 the Union's area of registration was further extended to include Wellington and Somerset West, and in 1944 the whole of the Western Province area as at present defined, was taken in.

NATIONAL UNITY.

The year 1939 saw the unification of the Motor Industry Employees' Union into a National Body known as the Motor Industry Employees' Union of South Africa. Mr P.J. Rixon, who had been Chairman of the Cape Union for 14 years, was elected first President of the National Union. Subsequently he resigned to become an Agent/Inspector of the Cape Industrial Council, and then in 1944 was appointed Secretary - a position he still holds to-day.

Y See Government Notice No. 1610 dated 18.11.35.
 Ø M.I.E.U. Constitution, Section 5, Paragraph 5.
 / Industrial Council Records.

CHAPTER TWONATIONAL ADMINISTRATIONø THE GRAND COUNCIL.

The Motor Industry Employees' Union is organised on a National basis, with its Head Office in Johannesburg. Management and Control are effected through a Grand Council consisting of members elected from the Executive Committees in each of the seven divisions comprising the Union. Members so elected hold Office for a two year period, and to ensure continuity of policy, fifty per cent of Grand Council members are elected annually. This means that at least half the Council are familiar with current policies at any one time; it is also a safeguard against sweeping changes which might possibly affect the democratic nature of the Union.

Each Division can elect two members to the Grand Council for every one thousand, or part of one thousand, members who are in good financial standing, provided that no Division shall have more than six members. This proviso limits representation of large Divisions such as the Western Province and Transvaal, whilst at the same time assuring smaller Divisions of at least two seats on the Council. In effect, it operates as a "loaded vote" against monopoly control by any Division with a very large membership, and ensures that the views of all Divisions of the Union are available to the Council.

Members of the Grand Council elect from their number, a President and two Vice Presidents, who are endowed with fairly wide powers to manage the affairs of the Union between meetings of the Council. It is usual for these three officials to be elected from different parts of the Union, the current three Office-bearers, (January, 1953) being :-

President	Mr G.E. Merrett (Natal)
First Vice President	Mr P. Reynolds (Transvaal)
Second Vice President	Mr H.W. Baard (Western Province)

- ø M.I.E.U. Constitution, Section 6.
 / Ibid, Section 7.
 I M.I.E.U. Records.

Ø GENERAL SECRETARY.

A General Secretary appointed by the Grand Council is the Chief Administrative Officer of the Union. He is normally resident in Johannesburg, but his services are available to any Division requiring advice or assistance. The General Secretary can only be discharged from Office by a two-thirds majority vote of the Grand Council, or by a majority Ballot of the whole Union. This provision was inserted in the Constitution to protect the General Secretary from personal or sectional attacks, which might otherwise have resulted in a minority of members securing control over the Office of General Secretary, - even if only for a short period. It will be appreciated that as Chief Administrative Officer of the Union, the General Secretary carries much responsibility and exerts considerable influence.

The present General Secretary is Mr C. Rehm, who for 10 years was President of the Union. He is progressive and liberal in his views, and a staunch protagonist of Trades Unionism. Both the Grand Council and the General Secretary insist that the primary objective of the Union is to serve the interests of its members by orthodox democratic methods.

CHAPTER THREE.

DIVISIONAL ORGANISATION.

AREA DEMARCATION.

There are seven established Divisions operating in South Africa giving complete territorial coverage. These are as follows :-

1. Transvaal Division (Offices in Johannesburg).
2. Orange Free State Division (Offices in Bloemfontein).
3. Northern Cape Division (Offices in Kimberley).
4. Western Province Division (Offices in Cape Town).
5. Eastern Province Division (Offices in Port Elizabeth).
6. Border Division (Offices in East London).
7. Natal Division (Offices in Durban).

∅ The Constitution states that a Division may be established in any area where there are not less than twenty-five members of the Union, but as the above seven Divisions give complete territorial coverage, it is unlikely that further Divisions will be created at this stage. The Employers' Association is organised on a similar basis, and so are the Industrial Councils, hence any alteration in the present arrangement would require joint consultation and decision. (See Part One, Chapter 3.)

THE WESTERN PROVINCE.

The affairs of the Western Province Division are administered by an Executive Committee, which is elected from amongst the ordinary members of the Division at the Annual General Meeting. The Divisional Executive Committee normally consists of a Chairman, Vice Chairman, and between 7 and 18 other members.

Provision is made for representation of all classes of members, but in practice, the Artisan categories always have a majority on the Committee. Furthermore, only those members of the Committee who are qualified Journeymen can vote on matters which affect the conditions of employment or status of Journeymen.

A General Meeting of members in the Division is held at least once every three months, and provision is made in the Constitution for a fine not exceeding 5/—, to be levied on any member absenting himself from the meeting without the consent of the Committee. The application of this penalty is limited to the Municipal Area of the Town in which the meeting is being held, but even so, a substantial amount in fines is collected annually.

EXECUTIVE COMMITTEE.

xx Details of the Western Province Divisional Executive Committee are given on the opposite page. The Divisional Chairman, Mr H.W. Baard, has been a member of the Union since its formation, and is an extremely active campaigner.

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- ∅ M.I.E.U. Constitution, Section 8.
 - ∅ Ibid, Section 10(1).
 - / Ibid, Section 9(4).
 - × Ibid, Section 9(12).
 - xx M.I.E.U. Records.

The composition of the Committee normally includes at least three country members, but at present, (January, 1953), there are members from Stellenbosch (2), Stikland (1), Paarl (1), and Bredasdorp (1). These, together with the seven Cape Town members, form a Committee of 12 (excluding the Chairman and Vice Chairman).

Every effort is made to ensure that country members of the Union are adequately represented on the Executive Committee. The expenses of Committee members residing outside Cape Town are paid from Union Funds, and any loss of Wages is similarly made good. The Divisional Secretary frequently tours outlying districts to ensure that members are acquainted with current events, and to obtain their views on future policy, for the information of his Executive Committee.

The Divisional Executive Committee is empowered to deal with all matters affecting membership and discipline in the Division. It has power to deal with any disputes which arise, and to take whatever action it may deem necessary to settle such disputes by conciliatory methods. This, however, does not include matters affecting disputes with employers, as these are dealt with solely by the Industrial Council.

The Divisional Executive Committee also has power to appoint Officials, open and operate Banking accounts, form sub-Committees, and to do any other things which are in the interests of the Union.

DIVISIONAL SECRETARY.

The Divisional Secretary has a very important function to perform. As the senior paid official on the Staff, he acts as a link between the general membership and the Executive Committee, and must at all times be prepared to help and advise. It should be remembered that all the members of the Union are working men, who are tied to their jobs during normal working hours. Consequently, the Secretary is the only person in the Division with full time to devote to Union affairs.

/ M.I.E.U. Constitution, Section 10(4).

X Ibid.

Mr H.J. de la Hunt is the present Secretary in the Western Province Division, and has been a member of the Union since its inception. He is forthright and outspoken in his views, and a tireless worker for the interests of his members. The duties devolving upon him are many and varied, and it is his responsibility to see that his Committee is kept fully informed of all matters which concern the activities of the Union. Subject to the approval of the Executive Committee, the Divisional Secretary is responsible, inter alia, for :-

- (a) The organisation and administration of the Divisional Office.
- (b) The engagement and dismissal of Staff.
- (c) Preparation and compilation of records.
- (d) Financial transactions, and the maintenance of Books of Account.
- (e) The recruitment of new members.
- (f) Correspondence with members, and with other Offices of the Union.
- (g) The calling of meetings, and the preparation of Minutes.
- (h) Liason with other Bodies and Associations.
- (i) The preparation of Reports and the circulation of relevant information to Committees, and to the General Membership.

It must be borne in mind continually that the Divisional Secretary is the only representative of the Union who is free to act on behalf of the Union during ordinary working hours. All other Union officials must of necessity be about their employers' business during the day - hence a special responsibility falls on the Divisional Secretary, who is frequently deputed to deal with matters which otherwise would be handled by members of the Committee. Similarly, members of the Divisional Executive Committee do not have very much time to consider lengthy reports and correspondence. To a very great extent, therefore, they must rely for guidance on the summarised reports and general information prepared by the Divisional Secretary.

This fact can be of vital importance to the Division.

A well trained, fair, and unbiased Secretary, can prepare reasoned data, carefully analysed into pros and cons, for the information of his Committee. As Economic matters play a major part in the policies of the Union, it is essential for members of the Executive Committee to be well informed of the long and short term developments, which could follow any proposed policy. On the other hand, a Secretary with political or social bias, could possibly influence his Committee's decisions, and for this reason, great care is taken to ensure the appointment of fair, capable, and politically unbiased persons as Secretaries of the various Divisions.

CHAPTER FOUR.

AIMS AND OBJECTS.

The aims and objects of the Union as defined in the
 Constitution, are as follows :-

- (a) "To regulate relations between members and their employers, and to protect and further the interests of members in relation to their employers;"

On the broad, industrial basis, this aim is achieved by the negotiation of periodical agreements with the Employers' Association, embodying minimum wage rates and conditions of work for all employees. Such agreements, achieved by collective bargaining, form the basis of all individual contracts of service between employers and workers.

The Divisional Secretary makes constant visits to all members of the Union at their place of work. Employers are co-operative as a rule, in allowing the Secretary to discuss Union matters with employees during working hours. However, where such co-operation is not forthcoming, or where lengthy matters have to be discussed, the Secretary usually arranges to meet employees after working hours. If any Union member has a complaint concerning his conditions of employment, the Secretary will investigate, and place the facts before the Executive Committee for attention. If the dispute cannot be /

amicably settled, it is referred to the Industrial Council, for attention, it being one of the Council's Statutory functions to settle such disputes.

Ø (b) "To promote the interest of members;"

This Clause is fundamental to the existence of the Union. The interests of members are chiefly concerned with better conditions of employment, higher wages, and greater social security. These points are tackled in two ways. Firstly, by negotiation with Employers' representatives on the Industrial Council, in an effort to obtain concessions which will improve the lot of the workers. Secondly, by providing facilities at the Divisional Office to place unemployed members in touch with employers having vacancies on their staffs. The Union also organises and maintains a Death Benefit Fund, and in conjunction with Employers' representatives, administers a Sick Benefit Fund, supported by contributions from Employers and Employees. (See Part Three).

Ø (c) "To encourage the settlement of disputes by conciliatory methods;"

As an aim of Policy, this provision is self evident. Disputes can, of course, arise within the Union, and would tend to weaken the bargaining power of the workers. It is thus essential to maintain internal unity, if the interests of members are to be safeguarded.

The settlement of disputes at the Industrial level, is one of the recognised aims of all Trade Unions. This aim is realised when an Agreement has been satisfactorily negotiated with the Employers' Association concerned, (under the aegis of an Industrial Council), or when a special Conciliation Board has been established to consider the dispute.

Disputes with individual employers generally hinge on the observance of some of the provisions of the Industrial Agreement, and as such, are referred to the Industrial Council where the four members representing the Union can look after the interests of employees.

Ø Ibid, Section 3.

employees acting on their own behalf, but in order to retain the Goodwill of Employers, the Union will not assist by giving such workers information regarding vacancies with other Firms.

- Ø (g) "To provide, when deemed necessary, legal assistance to members;"

Legal assistance is only provided when the member is party to a dispute which concerns his conditions of employment. The Executive Committee must be satisfied that the provision of such assistance is warranted to protect the interests of the member, or to establish a precedent which will be of importance to other members. Legal assistance is never granted to a member who, on the face of things, has contravened any of the provisions of the Industrial Agreement, or become involved in litigation through his own misdemeanour.

- Ø (h) "To endeavour to obtain direct working class representation on public bodies when and where considered necessary;"

The Western Province Division of the Motor Industry Employees' Union is represented on the following Public Bodies by the Divisional Secretary, Mr H.J. de la Hunt :-

South African Trades and Labour Council.
Unemployment Benefit Fund.
Juvenile Affairs Board.
Cape Technical College Council.
Price Control Advisory Committee.
Apprenticeship Committee.
Workmen's Compensation Committee.

The Union's interest in these Bodies is discussed in some detail in Chapter Ten, under the heading of "Other Union Activities."

- Ø (i) "To do such other lawful things as may appear to be in the interests of members;"

This Clause is self-explanatory.

CHAPTER FIVE. /

CHAPTER FIVE.MEMBERSHIP.

Membership is open to all employees engaged in the Motor Industry, but as Natives, generally speaking, are not eligible for membership of a Trade Union registered in terms of the Industrial Conciliation Act, membership, in practice, is restricted to Europeans and Coloured employees.

There are five different grades of membership :-

1. Grade A. Members are those who have served a five years' apprenticeship in one of the designated trades within the Motor Industry, or who have satisfied the Divisional Executive Committee that they have received equivalent practical experience. This latter provision generally requires written proof of five years' employment at a designated trade, paid and recognised as such, by the employer. In other words, the applicant must have reached a degree of proficiency entitling him to earn at least the specified minimum earnings of the trade concerned. (See Table Two).
2. Grade B. Members are those employed in the assembly or manufacture of motor vehicles. Such members are semi-skilled, being employed mainly on repetitive assembly operations on the chassis or bodywork of trucks and cars. In the Western Province, there are few Firms undertaking this type of work, and consequently there are only about 40 members in this category. In other Divisions, (notably Eastern Province where the main Assembly Plants are located), there are many Grade B. members.

A curious anomaly arises in the case of some persons (either Europeans or Coloured) who may be doing the work of a mechanic and receiving a mechanic's rate of wages, but who are unable to satisfy the Divisional Executive Committee that they are eligible for Grade A. membership. Such/

/ Ibid, Section 4.

Industrial Conciliation Act, Section 1, Definition of Employee.

/ M.I.E.U. Constitution, Section 4(10).

xx Such persons are usually issued with a Grade B. membership card, until such time as they become qualified for Grade A. membership. (Previously, only a Grade Z. card was issued, but this policy was very unpopular, as it classed skilled and unskilled men together in the lowest membership group).

Y 3. Grade C. Members are those employed as clerical staff, sales staff, or stores staff. In the Western Province, no active steps have been taken to recruit such members, and less than half a dozen in all, exist in the area. A Motor Industry Staff Association has now been formed, with the backing and assistance of the Union and the Employers' Association, to cater for "white collar" workers in the Motor Industry (see Part Three, Chapter 30), and it is therefore likely that Grade C. membership will ultimately fall away.

Y 4. Grade D. Membership is reserved for Apprentices, who automatically become eligible for Grade A. membership on completion of their Apprenticeship.

Y 5. Grade Z. membership comprises the bulk of semi-skilled and unskilled labour in the Motor Industry. In the main, it consists of Service Attendants and Labourers who perform oiling and greasing duties, the repair of tyres and tubes, the servicing of batteries, and the sale of petrol and oil. The great majority of Grade Z. members are Coloured employees (see Table Three).

CHAPTER SIX. /

xx M.I.E.U. Records.

Y M.I.E.U. Constitution, Section 4 (10).

CHAPTER SIX.FINANCE.

Entrance Fees and Subscriptions are graded, according to the earnings of the member :-

Ø ENTRANCE FEES :

- (a) 5/- if basic wage is £5 per week or over; (i.e., Artisans).
- (b) 2/6d if basic wage is over £2 per week, but under £5 (i.e., Service Attendants and Labourers).
- (c) 1/3d if basic wage is under £2 per week (i.e., Apprentices in the early years of Apprenticeship).

Ø SUBSCRIPTIONS :

- (a) Grade A. members (Artisans) pay 2/6d per week.
- (b) All other members pay :-
 - (i) 2/6d per week if basic wages are £5 per week or over.
 - (ii) 1/- per week if basic wage is between £2 and £5 per week.
 - (iii) 6d per week if basic wage is less than £2 per week.

For the purpose of paying entrance fees and subscriptions, the basic wage is defined so as to exclude Cost-of-Living Allowances, Bonuses, Commission, and/or Overtime earnings.

Members of the Union are exempt from the payment of subscriptions for any week during which they may be :-

- xx
- (a) Unemployed for four or more days.
 - (b) Unable to work on account of illness for two or more days.

Subscriptions to the Union are deducted by the employer from weekly wages, in terms of Section 14 of the Industrial Agreement, and
 ☒ forwarded to the Industrial Council each month. The Council then passes the amounts so received, to the Secretary of the Union.

Ø M.I.E.U. Constitution, Section 5.

xx Ibid.

☒ See Appendix.

NATIONAL CONTRIBUTIONS.

Forty per cent of subscriptions received from Grade A. (Journeyman) members, and twenty-five per cent of subscriptions received from all other members, are remitted to the Union Head Office in Johannesburg monthly. This amount constitutes the Head Office Income of the Union (from all Divisions), the balance being retained as Divisional Funds.

NATIONAL EXPENDITURE.

The Constitution lays down that National Funds may be applied to Administrative Expenses, Salaries, and such other purposes as may be decided by the Grand Council. Union Funds, however, may not be used to make presents or loans to individuals.

A statement of Accounts for Payment is circulated to all Grand Council members periodically, and if no objections are raised within fourteen days, payment is made by cheque signed by the President or a Vice President, and the General Secretary. This enables a strict control to be maintained over disbursements from Union Funds.

It is further provided that no single item of expenditure in excess of £500, (other than the remuneration of employees of the Union), shall be paid from the Funds of the Union, unless approved by a ballot of the General Membership.

Loans or grants from Union Funds can be made by the Grand Council in aid of Strikes or other Trade Union activities, but if such loans or grants exceed two hundred pounds, they must receive prior approval from the General Membership by means of a ballot. It should be noted that disbursements of this nature are not restricted to activities of the M.I.E.U., and can be made to assist other Bodies or Trade Unions.

DIVISIONAL FINANCES.

Divisions may apply the Funds belonging to them to the payment of expenses, and to any other purpose approved by the/

- / M.I.E.U. Constitution, Section 11(2)(c).
- Y Ibid. Section 11(1)(a)
- Ø Ibid. Section 11(1)(e)
- Ø Ibid. Section 6(11).
- xx Ibid. Section 11(2)

TABLE FOUR.

THE SOUTH AFRICAN TRADE UNION BUILDING SOCIETY

SOUTH AFRICAN TRADE UNION ASSURANCE SOCIETY LIMITED

JOINT LIST OF PRINCIPAL SHAREHOLDERS

Amalgamated Building Trade Union of Matabeleland.
Amalgamated Society of Woodworkers of South Africa.
Cape Town Mutual Aid Fund.
Durban Municipal Transport Employees' Union.
Iron Moulders' Society of South Africa.
Mechanics Union Joint Executive Group Endowment Fund.
Motor Industry Employees' Union of South Africa.
Rhodesia Railway Workers' Union.
South African Association of Municipal Employees.
S.A. Boilermakers', Iron and Steel Workers' and
Shipbuilders' Society.
S.A. Electrical Workers' Association.
S.A. Engine Drivers' and Firemen's Association.
S.A. Reduction Workers' Association.
S.A. Society of Bank Officials.
S.A. Typographical Union.
Trans-African Insurance Company Limited.
Transvaal Explosives and Chemical Workers' Union.
Underground Officials' Association of South Africa.
Western Province Building, Electrical and Allied
Trades Union.
Witwatersrand Baking Employees' Association.

(Source - Traduna.)

Divisional Executive Committee, except to make presents and/or loans to individuals. Any expenditure occurred otherwise than in accordance with the Constitution renders the members who were present when such expenditure was approved, jointly and severally liable to refund the amount in question - unless they have recorded a specific protest against such expenditure in the Minutes of the meeting.

The limit of Divisional expenditure on any one item is £100, but sums in excess of this amount can be authorised by the members at a Divisional General Meeting.

X INVESTMENTS:

Surplus Funds of the Union are invested in The South African Trade Union Building Society and the South African Trade Union Insurance Society. These two Societies are financed by investments from various Unions in the form of Paid Up Shares and/or Fixed Deposits, and operate on the usual terms and conditions applicable to such Bodies. The two Societies are open to deal with any member of the Public, but the bulk of their clients are Trade Union members.

Clients are not attracted by offers of preferential rates of premiums or interest, as the usually accepted rates are quoted by both Bodies. There is, however, a big difference in the benefits provided by these Societies as compared to the normal commercial Institutions. For example, the Insurance Society makes provision for premiums to be waived, without loss of benefits, for periods up to 12 months at a time, in proven cases of hardship. Furthermore, the loss of the normal working hand is counted as Permanent and Total Disability in the case of Accident Benefits.

Local Committee members give their services free of charge, and Management and Office expenses are reduced to a minimum. The aim is to provide better services for members, in the shape of more attractive policy benefits, loan facilities, or bond repayment conditions.

The monies which the various Unions have collected in Subscriptions from their members, are thus being used to finance Social Security for these members, in the form of Insurances of many kinds, and assistance towards home ownership.

It could, of course, be argued that Trade Unions should not indulge in Commercial Enterprise, and that if their accumulated funds become too large, subscriptions should be reduced. Trade Union membership, however, is considerable, and even one penny per week from so many members, can soon amount to a large sum. The members themselves constitute a large section of the consuming public, willing and ready to support their own enterprises, and in Britain for example, Trade Unions have financed large scale Co-operative Manufacturing, Wholesaling, and Retailing Organisations.

☒ GENERAL:

The Divisional Executive Committee checks Income and Expenditure Accounts monthly, and an audited Balance Sheet is prepared each year on June 30th. Special provision is made in the Constitution for obtaining Funds for specific purposes by making a levy on all members. Such levy must not exceed £1, or alternatively 5/- per month for 12 months. By this means financial aid could be made available in support of any object approved by the Grand Council, but a Ballot of the whole Union must be taken on the issue, if any Division so demands.

CHAPTER SEVEN.

BENEFITS OF MEMBERSHIP.

Probably the very first question that is asked by any prospective member of an Organisation is "What do I get in return for my subscription ?" When dealing with a Club, for example, it is easy to see that the subscription gives tangible benefits in the form of amenities. When dealing with a Union, however, the benefits are not all immediately obvious to the man in the street.

☒ M.I.E.U. Constitution, Section 11(3).

The History of Trades Unionism can be traced back to the Craft Guilds of the Middle Ages, when craftsmen of particular trades banded together to lay down standards of quality, to regulate apprenticeship, and generally to foster the interests of members following that Craft. By the time of the Industrial Revolution, however, the Craft Guilds had decayed, and a new concept arose of a Union of men of a particular trade, primarily organised to resist exploitation by Employers, and to obtain better working conditions and higher wages for its members.

The Craft Guilds had been primarily an association of independent master craftsmen, but the gradual development of the factory system changed the independent status of the worker so that he was now dependent on an employer for work. Much has already been written about the exploitation of the workers during the 18th and 19th centuries, but out of this struggle between Capitalistic Employers and unorganised labour, has emerged the modern Trade Union. This struggle also gave form to the primary benefits of membership, which can be summarised as under.

COLLECTIVE STRENGTH.

The Union is a disciplined organisation of workers in a particular trade or industry banded together to bargain with employers in regard to wages, and conditions of work. As long ago as 1776, Adam Smith, in his book "The Wealth of Nations," wrote :-

"What are the common wages of labour, depends everywhere upon the contract usually made between those two parties whose interests are by no means the same. The workmen desire to get as much, the masters to give as little as possible. The former are disposed to combine in order to raise, the latter in order to lower, the wages of labour..... A landlord, a farmer, a master manufacturer, a merchant, though they did not employ a single workman, could generally live a year or two upon the capital which they have already acquired. Many workmen could not subsist a week, few /

could subsist a month, and scarce any, a year, without employment. In the long run, the workman may be as necessary to his master as his master is to him, but the necessity is not so immediate."

Commenting upon this passage, Professor W.H. Hutt in "The Theory of Collective Bargaining," felt that Adam Smith believed in the superior power of Employers to force wages down to a subsistence level. As Hutt puts it, "..... Adam Smith gave no logical explanation for the belief, but merely assumed that because wages could not be below that level, they could not be above it." Adam Smith, however, did not believe in the Subsistence Theory, - he merely used it as an illustration of the long term minimum below which wages could not fall if survival of the labouring classes was to be assured. Smith agreed that short term wages could be below subsistence level, but he also felt that where the National Income of a country was steadily rising, wage rates would also tend to increase.

Controversy upon whether labourers, in the absence of collective bargaining, are at a disadvantage as compared with their employers, is not, however, strictly relevant. That organised labour is able to strike a better bargain with employers, can hardly be contested, and to-day, as in 1776, the first and primary benefit of membership in a Trade Union, is the benefit of collective strength when bargaining with employers. One man alone can do little, but organised labour is a strong bargaining force. The more complete the organisation, the stronger is its bargaining power, - hence the Union's declared aim of using "every legitimate means to induce all persons who are eligible for membership, to become members."

GENERAL BENEFITS.

Arising out of the organisation of Employees into a Trade Union come many other benefits due to the more complete knowledge of conditions within the Trade or Industry. For example, the Union, in conjunction with the Employers, is able to regulate conditions of Apprenticeship. It provides an information service for its/

members seeking work, and can put unemployed members in touch with employers having vacancies. Outside the sphere of its own Trade or Industry, the Union can collaborate with other Unions to voice the opinion of organised labour on matters of National and International importance. Such combinations of Trade Unions can even finance political parties and obtain a Government more or less of their own choosing. It is doubtful if Adam Smith in 1776 ever visualised that the combination of workers would ultimately result in the transfer of political power, but this has already happened in many countries.

DEATH BENEFITS.

So far, the benefits of membership have been discussed in general terms. These are, of course, also specifically applicable to membership of the Motor Industry Employees' Union. In Chapter Four, the Aims and Objects of the Union, as set out in the Constitution, were considered, and these show the extent to which the Union is endeavouring to provide services of real value to its members. In addition to all this, however, two Death Benefit Funds are operated, to give the dependants of members financial aid should the member be killed, or for any reason die, during his membership of the Union.

Ø The first Death Benefit Fund is a Divisional one operated on a voluntary basis for journeymen members only, in the Western Province Division. It takes the form of a voluntary contribution of 2/6d payable by each journeyman member when he is notified of the death of another journeyman member. If any member does not wish to pay such levy, he is automatically debarred from benefit under the scheme, but in practice, practically every Grade A. member subscribes, as a convenient form of life insurance for his own dependants. The benefit payable under this scheme to the dependants of a member who is in good financial standing with the Union, is £200, and the term "good financial standing" is interpreted as meaning less than three months in arrears with any subscriptions, contributions or fines.

This interpretation is strictly observed by the Executive Committee, subject to the proviso that subscriptions are not payable for any week during which the member is absent from work on account of illness for two or more days. (See Chapter Six - Subscriptions).

Ø The second Death Benefit Fund is one administered on a National basis, and financed by a compulsory levy of 6d. per week included in the subscriptions of all Grade A. members. This scheme operates on similar lines to the Divisional one, except that it is compulsory and not voluntary. The Benefit under the National scheme is £250 on the death of a member in good financial standing, this term being given the same interpretation as above. The dependants of such a member in the Western Province, therefore, would be entitled to £200 from the Divisional Fund, plus £250 from the National Death Fund, if the member died during his period of membership of the Union.

In the other Divisions of the Union, the voluntary Death Levy was superseded by the National Death Benefit Fund, but the Western Province members in General Meeting voted to retain the Divisional Scheme, in addition to the National one.

✓ The Constitution allows a member of the Union who retires from work due to old age, or illness, to be regarded as being unemployed. Such a member will still be eligible for all the benefits of membership, and will not be required to pay further subscriptions. If the member continues to subscribe to the Divisional Voluntary Death Benefit Fund when called upon to do so, his dependants will automatically be entitled to £200 on his death.

Ø In the case of the National Death Benefit Fund, a member of over ten years' standing will retain his benefits without further payment. If of less than ten years' membership, however, he will be required to pay 6d. per week as contribution to the National Death Benefit Fund for the balance of such period of ten years. Thereafter, the member will receive full benefit from the Fund, without any further contribution.

Ø M.I.E.U. Records.

✓ M.I.E.U. Constitution, Section 5(4).

DISTRESS FUND.

In 1942, the Union prepared plans for the rehabilitation of the many members who had proceeded on Active Service. In anticipation of post-War industrial upsets, subscriptions were raised to provide for a Distress Fund to assist in the re-settlement of ex-Service members on their demobilisation. Owing to the great demand for labour in the immediate post-War years, however, the Fund was not needed by the ex-Service members to any great extent, and so it was transformed into a General Distress Fund, to assist any member in need of financial help. Applications for assistance are considered on their merits by the Divisional Executive Committee, and Grants-in-Aid are made, as necessary. The following actual illustrations are given of the type of assistance rendered by this Fund, to Western Province members:-

- (a) £50 Doctor's Fees to an apprentice needing a serious operation;
- (b) £100 to a mechanic whose furniture was destroyed by fire whilst being transported in a borrowed lorry, to another town;
- (c) £4. 10/- weekly for four years to a mechanic with serious heart trouble;
- (d) £80 over a six monthly period to a journeyman with a badly broken leg.

CHAPTER EIGHT.BALLOTS.

The Constitution of the Union provides that the Grand Council shall decide whether any Ballot is to be in the form of a postal ballot of all members in good financial standing, or whether it shall be confined to General Meetings in the various Divisions. A ballot may be taken on any question, if the Grand Council so decides, but is mandatory in the following instances :-

- (a) If demanded by a Division;
- (b) On any proposal to declare or to take part in a Strike.

Ø M.I.E.U. Records.
 / M.I.E.U. Constitution, Section 13.

Detailed regulations are provided for the conducting of Ballots, under the supervision of two scrutineers appointed by each Division, and the Divisional Secretary. The Grand Council is bound to act in accordance with the majority vote, provided that at least two-thirds of the members of the Union have voted in the Ballot.

Divisional Ballots may be conducted in respect of matters affecting a particular Division or Divisions only. Such Ballots are conducted in the same manner as those affecting the total membership of the Union. However, it is specifically laid down that the following points must be observed when balloting on either a National or a Divisional basis :-

- (1) No ballot involving the declaration of, or participation in, a strike, shall be taken, until the matter giving occasion therefor, has been dealt with in accordance with the terms of Section 65 of the Industrial Conciliation Act, 1937.
- (2) No member in Grades B, C, D, or Z shall take part in a ballot which in the opinion of the Chairman of the Division affects journeymen exclusively, or which affects the wages, hours of work, and other conditions of employment, or the status of journeymen.

The first of these two points refers to Section 65 of the Industrial Conciliation Act, 1937. This Section, inter alia, prohibits strikes or lock-outs during the period of currency of any Industrial Agreement, if any provision of the Agreement deals with the matter giving rise to the dispute. Furthermore, where there is an Industrial Council having jurisdiction, and the matter giving occasion for the strike is not covered by an Agreement, it must first be considered by the Council. A report must be rendered within 30 days of the matter being submitted to the Council, or within such longer period as the Council may determine, before a strike is permissible.

Ø Ibid. Section 13(5).

✓ Ibid. Section 13(6).

If there is no provision in the Agreement covering the matter in dispute, and if the Council has not acted on the matter within the stipulated time, the Union may be entitled to strike, provided that they have observed all the provisions of this Section of the Industrial Conciliation Act.

CHAPTER NINE.

DISCIPLINE.

Surprisingly wide powers of discipline are embodied in the Constitution of the Union. For example, members are liable to a fine, suspension from benefits, and/or expulsion from the Union, if they are judged to be "guilty of conduct calculated to damage the status of the Union or the Industry, or any member thereof, or Trade Unions generally."

This would seem to be a far reaching provision which could be interpreted on a very wide basis. No attempt is made to define the type of conduct which would damage the status of the Union or its members, or to indicate the harm that might be caused to the Industry, or to Trade Unions in general. Certain safeguards are, however, imposed to ensure that victimisation is impossible and that members are given a fair hearing if charged with misconduct.

Allegations or complaints against a member are in the first place, referred to the Divisional Executive Committee. If the Committee feels that there is a case to answer, the charges against the member are set out in writing, and he is invited to state his case personally at a Meeting of the Divisional Executive Committee. At least seven days' notice of date of meeting must be given by the Divisional Secretary, and if the member does not appear, action may be taken against him in his absence.

Ø Ibid. Section 15(1)

✓ Ibid. Section 15(6)

If the member does appear, however, and is dissatisfied with the decision of the Divisional Executive Committee, he may lodge an Appeal for consideration at a General Meeting of members in the Division. The member may re-state his case in person to the General Meeting, and call witnesses if necessary. The General Meeting can then ratify, modify, or reject, the decision of the Executive Committee.

There still remains one further right of Appeal, however, and this is to the Grand Council. Either the member or the Divisional Executive Committee can appeal to the Grand Council against the decision of the Divisional General Meeting. After making whatever investigations it considers necessary, the Grand Council may confirm, vary, or reverse, the decision of the Division, and its findings are final and binding.

The right of appeal to the members in General Meeting, and subsequently to the Grand Council, are important safeguards tending to ensure that the wide disciplinary powers embodied in the Constitution are not abused, or used for the furtherance of sectional ideological aims.

It is interesting to note :-

- (1) That insulting, or interfering with, officers of the Union in the execution of their duty, is deemed to be misconduct, for which the member can be suspended, fined, or expelled at the discretion of the Executive Committee;
- (2) That similar penalties apply to any member failing to pay subscriptions, fines or levies, which are more than three months in arrear, within 30 days of demand. (It should here be noted, however, that the member is not called upon to pay up all his arrears at once, but merely to reduce his indebtedness to within a 90 days' limit. This automatically puts the member back into "good financial standing.")

Ø Ibid. Section 15(10).

Λ Ibid. Section 15(2)

Y Ibid. Section 15(5)

- (3) That, should a Division refuse to carry out the instructions of the Grand Council, the members of the Division may be suspended from benefits, unless a majority of members in each Division have signified at General Meetings, their disagreement with the instructions of the Grand Council. (Presumably in this latter instance, the Grand Council would resign).
- (4) That, whenever a fine is imposed upon a member, the limit is £5 for a first offence, and £10 for each subsequent offence.
- (5) That upon expulsion from the Union, a member ceases to have any claim upon the Union or any of its Funds, and furthermore, he becomes immediately liable for all monies due by him to the Union. This Clause also covers monies administered by the Union in the form of Death Benefit Funds, etc.
- (6) Suspension of benefits for a given period, could at its worst, mean that the employee is temporarily suspended from work under the Closed Shop Clause in the Industrial Agreement. Loss of wages in such an instance would be a serious matter for the employee. More usually, however, suspension of benefits is a form of public disgrace earning the member concerned the severe disfavour of his colleagues, and debarring him from all Union activities and benefits during the period of his suspension.

CHAPTER TEN.

OTHER UNION ACTIVITIES.

The Union, as the Body representing the majority of employees in the Motor Industry in the Western Province, is called upon to take part in many other activities which affect the interests of its members.

INDUSTRIAL COUNCIL.

Paramount amongst these activities is the Industrial Council for the Motor Industry (Cape), which will be discussed at some length/

Ø Ibid. Section 15(3).
 / Ibid. Section 14.

in Part Three Chapter 4. The Union is represented on the Industrial Council by four members who are elected by Ballot from amongst the members of the Divisional Executive Committee. The present four representatives in the Western Province are all Grade A. members, but Grade B. or Grade C. members are eligible for election if the Grand Council feels that they exist in sufficient numbers in any Division to warrant representation by one of their own Grade. As a general rule, however, the number of Grade A. representatives must always exceed the total of Grade B. and/or Grade C. representatives on the Industrial Council.

In the event of a dispute arising between the Union and the Employers in any Division, the Grand Council reserves to itself the right to appoint persons to represent the Union on any Conciliation Board which might be established in terms of the Industrial Conciliation Act, 1937, to investigate the dispute. This reservation is made, notwithstanding the fact that the dispute may be purely local in character, and has a two-fold intention. Firstly, to ensure best possible representation for the Union point of view, and secondly, to bring the dispute to attention on a National level, with a view to using all the resources of the Union in an effort to reach a reasonable settlement with the Employers' Association.

The Constitution states that duly appointed representatives of the Union on Industrial Councils and Conciliation Boards shall have full power to enter into Agreements on behalf of the Union, and that such Agreements shall not be subject to ratification by the Grand Council, or by ballot of members. In actual practice, however, once a tentative Agreement has been reached on any issue, it is usually referred to the Divisional Executive Committee concerned, or to the Grand Council, before final acceptance is ratified by the Union's representatives.

Ø Ibid. Section 12(1).

/ Ibid. Section 12(3).

X Ibid. Section 12(4).

This procedure may occasion slight delay at times, but it does ensure that any decisions tentatively arrived at during negotiations are subject to further examination before final acceptance.

CAPE MOTOR APPRENTICESHIP COMMITTEE.

Probably the second most important activity with which both the Union and the Employers' Association are concerned, is the Apprenticeship Committee. The establishment and function of this Committee have been dealt with in Part One, where it was stated that the Union and the Employers' Association had four representatives each, under an independent Chairman.

It is worth while, at this juncture, to examine the Union's attitude towards Apprenticeship. In the first place, there is a shortage of skilled labour in the Motor Industry, which is aggravated by a steady exodus of artisans to other Industries and to the Rhodesias. The Government Garage, other Government Departments, and the South African Railways, attract artisans from the Motor Industry, because of the very high Cost-of-Living Allowances payable to Public Servants. It is not unusual for a skilled mechanic to earn £65 - £75 per month in the Government Service, plus other privileges such as concession rates of Rail travel. The security of tenure, and the generally easier working conditions, are also important factors in this movement. No reliable figures for labour turnover on this account are available, but it is estimated that if allowance is made for immigrants, and for transfers from other Industries, the Motor Industry in the Western Province loses about 60 - 70 skilled artisans in every year. This figure has been compiled by the Secretary of the Union from the records of the Divisional Office; furthermore, the rate of loss has been more or less constant since the end of World War II. It is not surprising, therefore, to find that the Union adopts a relatively liberal view towards the number of Apprentices which can be absorbed in the Western Province. In point of fact, virtually every application for apprenticeship is approved, provided :-

- (a) That the applicant has passed Std. VII at School, and is not less than 15 years of age.
- (b) That the Firm proposing to engage the apprentice is in a position to provide adequate training facilities.

Ø Special cases have been recorded where applicants with only Std. VI qualifications have been accepted for apprenticeship in Country areas. In other cases where it is felt that the Firm is unable to provide proper tuition, arrangements have been made for the youth to be apprenticed to another Firm.

In the years before the Second World War, when the need for apprentices was not as great as at present, the Union insisted on a maximum ratio of one apprentice to every two journeymen. This has now been relaxed to allow a ratio of one apprentice to one journeyman in most workshops. The Union holds that it is not practicable to further improve the ratio of apprentices, as one journeyman cannot efficiently instruct two apprentices, and at the same time carry on his normal work for the Employer. This is not an unreasonable view, and is supported by the Employers, who realise that adequate training is essential for all apprentices. (This point of adequate training facilities has been covered in great detail in Part One).

Although the Union's representatives on the Apprenticeship Committee now adopt a fairly liberal attitude towards applications for Apprenticeship, it should not be thought that such applications are automatically passed. Each set of circumstances is examined on its merits, with particular reference to the training facilities available, and the number of apprentices and journeymen already employed.

There is little doubt that if the possibility of unemployment should again arise in the Motor Industry, the Union's representatives would adopt a much stronger line in regard to the number of apprentices engaged monthly. Paradoxically, however, / ...

Ø Apprenticeship Committee Records.

it is in times of unemployment that more apprentices should be trained, as these will only become journeymen after five years' training, - when it is possible that the Industry may have passed the trough of the Depression. The resultant upswing will bring about an increased demand for labour, which these Apprentices can help to meet.

TRADES AND LABOUR COUNCIL.

The South African Trades and Labour Council consists of representatives of various Trades Unions, organised on a National and Regional level, to make representations on matters affecting Labour as a whole. It purports to be the mouthpiece of organised Labour, acting in much the same manner as the Chambers of Industries and Commerce for their respective spheres.

Mr C. Rehm, the General Secretary of the M.I.E.U., is Vice-President of the Council, and the Western Province Division is represented on the Cape Regional Committee. For the past 2½ years, however, this Division of the Union has taken no active part in the activities of the Council, and has even considered withdrawing its affiliation on the grounds of political incompatibility with the other Unions now comprising the Council. (This step has already been taken by some of the other Unions previously affiliated to the Trades & Labour Council, and a rival organisation known as the S.A. Federation of Labour Unions, has been formed).

REPRESENTATION OF LABOUR INTERESTS.

During the period of the Union's close connection with the Trades & Labour Council in the Cape, Mr H.J. de la Hunt, the Western Province Secretary, was nominated to represent Labour on several other Committees. One of these is the Local Advisory Committee of the Unemployment Benefit Fund, which meets monthly under the Chairmanship of the Divisional Inspector of Labour, to investigate appeals lodged against decisions of the Fund's officials.

Another / ...

TABLE FIVE

THE CAPE TECHNICAL COLLEGE COUNCIL, 1953.

The Council consists of the Director,
Mr E.P.D. Gnodde, B.Sc.(Eng.) F.I.A.C., and Members
nominated by the following :-

Minister of Education

Council of the University of Cape Town

Cape Town Municipality

School Board for the Cape Division

Federal Council of S.A. Teachers' Association

Cape Chamber of Industries

Cape Town Chamber of Commerce

Master Builders' and Allied Trades' Association

S.A. Trades and Labour Council

Divisional Council of the Cape

Administrator of the Cape Province

Institute of Bankers in South Africa

Railway Apprenticeship Committee

Government Apprenticeship Committee

Cape Mechanical and Electrical Engineering
Apprenticeship Committee

Cape Division Building Apprenticeship Committee

National Printing Apprenticeship Committee

Cape Motor Engineering Apprenticeship Committee

Municipality of Stellenbosch

Municipality of Worcester

Board of Studies of the College

(Source - Technical College)

Another Committee on which Mr de la Hunt has been nominated to represent Labour interests is the Local Juvenile Affairs Board. This Committee deals with Juvenile Employment problems, Vocational Guidance, Juvenile Legislation, and such other matters as the provision of Hostels for Juveniles, etc.

The Local Price Controller in Cape Town has an Advisory Committee to recommend tariffs of accommodation for licensed and unlicensed Hotels and Boarding Houses. Once again, Labour is represented by Mr de la Hunt, on the recommendation of the Trades & Labour Council.

On the Council of the Cape Technical College, the Secretary of the Union represents the Motor Industry Apprenticeship Committee. This Seat was previously filled by an Employer representative, but as the Employers are now hoping to obtain direct representation, it was agreed that the Union should nominate the Apprenticeship Committee representative on the College Council. (See Table Five).

Mr de la Hunt has also been nominated as an Assessor, in terms of the Workmen's Compensation Act, to represent the interests of Labour.

GENERAL.

These various appointments show how the Union, through its Secretary, is helping to promote the welfare of the working man. The little that has been written here concerning the activities of one Division of one Union, can be magnified many times when the activities of all Unions throughout the Country are taken into account.

The forces of organised labour can be a powerful instrument for the benefit of the worker, if used to promote Social Welfare. Equally so, however, can these forces be a disrupting element in the National Economy, if used for undemocratic or Party political purposes.

There is considerable scope for further research in this field, to show how Trade Union activities in South Africa, notwithstanding the ban on Native Unions, are becoming more and more important in the political, social, and economic life of the Country.

PART THREE

THE INDUSTRIAL AGREEMENT

FOR THE

MOTOR INDUSTRY

(CAPE)

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CHAPTER ONEINTRODUCTION

Government Notice No. 1031 published in Government Gazette No. 4596 of the 27th April, 1951, contains the terms of an Agreement reached between the Employers' Association and the Union. It is proposed to examine this Agreement in detail, and to comment on the various aspects of Collective Bargaining which gave rise to the clauses now embodied in the Agreement. For ease of reference, a copy of the Agreement will be found in the folder at the end of this book (Appendix).

During 1952, a National Industrial Agreement was negotiated, covering all areas of the Union, except the Western Province. This was published in Government Gazette No. 4983 of the 24th December, 1952, and the merits and disadvantages of this Agreement, as compared to the present Western Province Agreement, will be discussed under various Sectional headings. Further comment will be made in Part Four, when dealing with current trends in Labour relations.

The Western Province Industrial Agreement will in general be spoken of as "the Agreement," but whenever reference to the National Industrial Agreement is made, the word "National" will be specifically used, to indicate the difference.

An Industrial Council Agreement is essentially a Civil contract entered into by the Parties, but by virtue of the statutory provisions of the Industrial Conciliation Act, criminal sanctions are applicable for any proven breach. The Agreement is aimed at protection of the position of the worker, in that it lays down the minimum privileges of employees, and the maximum obligations of employers. It should be noted, however, that Employees can privately enter into more favourable individual contracts with their Employers, provided that in no instance are any of the other terms of the Agreement contravened.

Ø See Appendix.

This position will be made more clear in succeeding Chapters, when dealing with the various provisions of the Western Province Agreement.

CHAPTER TWO

THE PRELIMINARY CLAUSES

☐ The preamble to the Western Province Agreement contains the usual formal declaration that the Agreement shall be binding upon those Employers and Employees who are members of the Association or Union respectively. It is interesting to note that the Agreement was signed for a period of three years, as the present tendency in most Industries is to arrange Agreements for one year periods only. During the negotiation stage, both Employers and Employees were agreed that a reasonable period of industrial "peace" was essential, but much hard bargaining took place before the three year period was eventually agreed upon.

The National Industrial Agreement was negotiated for a two year period ending in January, 1955, and it is likely that considerable pressure will be brought upon the Western Province to join the National Industrial Council when the present Agreement expires in May, 1954. This issue is dealt with in Part Four, but bearing in mind that it takes at least twelve months to negotiate the terms of any completely new agreement, and that further delays inevitably occur in the Labour Department and the Government Printer's Office, this means that negotiations will probably be renewed again during 1953.

The general procedure in the past was for the Union to put forward a list of suggested amendments to the Agreement, which usually took the form of requests for increased wages, and/or cost-of-living allowances, more paid holidays, a shorter working week, etc., etc. The employers would then counter this move with a suggested quid pro quo aimed at reducing operating costs, to off-set the extra expense which any concessions would entail.

As the output of a worker in the Motor Industry is an undeterminable factor, little purpose is served by asking for increased production in return for any concessions made by Employers. This position, however, could be materially altered if some form of wage incentive scheme could be generally applied throughout the Motor Industry.

In the present state of continuing monetary inflation, most employers recognise the need for higher earnings on the part of their workers, if living standards are to be maintained, but it is also recognised that unless increased output accompanies increased wages, the result is to perpetuate the inflationary movement.

It is in this manner, and in the face of strong pressure to join the National Industrial Agreement, that negotiations are likely to be renewed in 1953, but further reference to the detailed views of the Parties on specific points, will be made when discussing later Sections of the present Agreement.

XX PRELIMINARY CLAUSE (b).

This is an interesting clause, which provides that the main terms of the Agreement shall also be binding on all employers and employees in the Motor Industry who are not members of either of the contracting Parties. However, it specifically states that Sections 7, 13, 14, and 31 shall not apply to such non-members.

The reasons for exempting non-members from the provisions of these four Sections will be discussed at some length later, but the general effect of this clause is to ensure that the same conditions of employment apply to non-members, as to members. It is therefore not permissible for a non-member employer to pay a workman less than the minimum wage specified in the Agreement, or to employ him otherwise than in conformity with the terms of the Agreement.

Hence the absolute freedom of employers and workers to mutually arrange the terms of their labour contract has been considerably curtailed, voluntarily on the part of members of the Employers' Association and the Union, but compulsorily, in terms of this clause, by all other Employers and Employees.

XX PRELIMINARY CLAUSE (c).

This Clause specifically extends the provisions of the Agreement to cover all employees of the various grades specified in the Agreement who are working within the defined area. The effect of this clause is to make it impossible for employers and employees to contract together under any other Law, or on any terms less favourable than those prescribed in the Agreement.

CHAPTER THREE

DEFINITIONS

I There are several pages of Definitions, which are fundamental to the Agreement, and these will be referred to from time to time when discussing the provisions contained in the various Sections.

During negotiations, it frequently happened that a temporary impasse would arise over the scope and wording of a particular definition. Notice, for example, the definitions of the various grades of employees, and observe how they set out to cover in considerable detail, the type of work which each employee is allowed to perform. A "Motor Vehicle Stripper," for instance, may remove and replace quite a number of items, but he is not allowed to repair any of these - his function is limited to removal and replacement only.

The Union is insistent upon clear and adequate definitions in regard to the work which may, or may not, be performed by the various grades of employee. Their insistence is based upon the fear that without such rigid definition the employers would use /

/ See Chapter 1.
 XX Appendix, Page 1.
 I Appendix, Section 3.
 Ø Appendix, Page 6.

unskilled labour to perform operations regarded as the prerogative of skilled mechanics.

To support their case, Union representatives argue that in the first place, a high degree of skill and training is necessary to maintain the modern motor vehicle in a safe and roadworthy condition, and that the use of unskilled labour would probably result in mechanical failures and serious accidents. Secondly, they feel that strict definition is necessary to protect skilled workers, (who in most cases have to serve a five year apprenticeship), from the "unfair competition" of unskilled workers who might otherwise do the job for a lower wage. Indirectly, this is also a form of protection for white artisans against the possible competition of non-white, semi-skilled labour.

Employers, on the other hand, would welcome the introduction of semi-skilled operative labour, trained to carry out specific operations, as this would have a four-fold beneficial effect. Firstly, it would enable work to be so organised that skilled artisans could concentrate on those jobs needing a high degree of skill, such as the overhaul of engines and components. Secondly, the many items of routine servicing which do not require much skill could be performed by operative labour trained for specific jobs only. Thirdly, the introduction of such operative labour would alleviate the shortage of skilled labour within the Industry, and fourthly, it would enable costs to the motorist to be reduced.

The situation is not likely to be resolved easily in the Western Province, however, as the Union is adamant that such cheap operative labour would react to the detriment of skilled artisans, and might even cause a lower level of artisans' wages, and/or unemployment amongst skilled workers.

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In negotiating the National Industrial Agreement, a much more liberal attitude prevailed, with the result that Operative Labour was specified under the following headings :-

Operative Grade A - for vehicle body-building establishments.

Operative Grade B - for Automotive Engineering workshops.

Operative Grade C - for vehicle body-building establishments; (but doing a different type of work to Grade A).

Operative Grade E - for auto electrical parts manufacturing establishments.

Operative Grade G - for radiator manufacturing and/or repairing establishments.

Operative Grade L - for all establishments.
(The provisions of this Section are covered by "Labourer" in the Western Province Agreement).

Operative Grade M - for firms engaged in the manufacture of brake and clutch linings.

The definitions of "Labourer" have been similarly sub-divided in the National Industrial Agreement to cover the more specialised functions of Manufacturing firms in the Transvaal.

It can be argued, of course, that there is no need for such specialised sub-division of Labour in the Western Province, as manufacturing activities in the Motor Industry there have not developed to the same extent as in the Transvaal. Whilst this argument is to some extent true, it would nevertheless be a good point to make provision for any manufacturer desiring to open up in the Western Province, so that he would be faced with labour definitions of the same type as those to be found elsewhere in the Union. Given a common standard of labour regulation, the manufacturer would then merely have to consider the question of relative costs when deciding in which part of the Union to establish his business. As the provisions of the National Industrial Agreement are in some respects superior to those of the Western Province, this point will be of particular interest when negotiations for the next Agreement are resumed during 1953.

It is interesting to note that "Journeyman" has been defined in the Agreement under three headings. A qualified /

apprentice is recognised as a Journeyman, but a person who has not served an Apprenticeship can still be accepted as a Journeyman if he qualifies as a Grade A. member of the Union. The third provision purports to give the Industrial Council power to investigate the competence of any applicant for Journeyman status, but in practice, the Council's requirements are identical with those required by the Union for the issue of a Grade A. membership card. As the Industrial Council consists of four members of the Employers' Association and four members of the Union, it is clear that recognition as a Journeyman, in the absence of proof of Apprenticeship, depends entirely on whether the Union is prepared to admit the applicant to Grade A. membership or not.

A curious anomaly arises in the case of a small number of Garages where the Employer is not a member of the Employers' Association. Such Employer can employ any person as a Journeyman, provided he pays him at least the prescribed minimum rate of wage. Hence it is possible for a person with little training or experience to be engaged as a Journeyman, and to work as such, on motor vehicles. The shortage of skilled labour is so acute, that this type of Employer is sometimes prepared to pay the minimum artisan rates to partly qualified mechanics, but in the absence of specific legislation prohibiting the practice, the Industrial Council is powerless to take action.

The introduction of Trade Tests for aspirant mechanics is a long overdue step, and in view of the potential lethal qualities of the modern high-speed motor car, some form of certification of the mechanical ability of Journeymen seems to be very necessary.

The definition of "Labourer" has been defined in relation to the following establishments :-

(a) /

X See Part Two, Chapter 5.
Ø Appendix, Page 3.

- (a) Filling Station, Service Station (Garage), or Parking Establishments.
- (b) Other establishments.
- (c) Motor body-building, body assembly, and body-manufacturing establishments.

The reason for dividing up the definition of Labourers' work in this manner, is that each type of business has its own peculiar needs, and it was found necessary to define the duties of a labourer in complete detail, to meet the Union's demands for segregation of functions.

X It should be noted that a "Service Attendant" is a glorified form of Labourer, who performs all the functions of a Labourer, but who in addition is allowed to grease and lubricate vehicles and to perform certain retreading operations.

Ø "Motor Industry" has been very clearly defined, as the result of a dispute with the General Engineering Industrial Council, who felt that the Motor Industry was tending to encroach upon their preserves. The present definition was reached after negotiations on a National level between the Industrial Councils, under the Chairmanship of the Secretary for Labour.

A close study of the definition shows that it embraces the whole Motor Industry from Manufacturer to Wholesaler and Retailer, but provides for the exclusion of establishments considered to be primarily of a General Engineering nature. In practice, this compromise has worked well in the Western Province, and elsewhere in the Union.

It is unnecessary to comment on all the Definitions contained in the Agreement, as most of them are self explanatory. From the point of view of the Parties to the Agreement, they represent the fundamental basis upon which the other terms and conditions are worded. The Employers' Association would naturally like to see a further break-down of functions to allow greater use/...

X Ibid., Page 6.

Ø Ibid., Page 5.

of the Industry's unskilled labour resources, but the Union is resolutely opposed to any further "dilution" of skilled labour in this way.

From the point of view of the consumer, and from the standpoint of the more equal distribution of National Income, it would be an advantage to train labourers to perform semi-skilled operations. Maintenance costs could be reduced and the extra earnings of operative labour would increase the purchasing power of this section of the community. In an expanding economy there is little need to fear that skilled artisans would be thrown out of work, but the Trade Union fears that if a slump occurred, the more highly paid artisans would be the first to become unemployed.

There is a common misconception, existing amongst employers and employees alike, that there is only a given amount of work, and that if a non-European is trained to do the job of a White person, the latter will be thrown out of work. The concept of an expanding national economy in which the increased skill and earnings of the non-European provide increased opportunity for both White and Black, is not always acceptable, and it is difficult to provide suitable training facilities for non-European labour because of this misconception.

CHAPTER FOUR THE INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY (CAPE)

It is perhaps expedient here to examine the structure and authority of the Industrial Council for the Motor Industry (Cape), which is the body responsible for administering the Agreement.

The Industrial Council was first registered in 1935, for the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, and Stellenbosch; and for the Municipal areas of Paarl, Strand, and Somerset West. Since that time, its area of/ ...

jurisdiction has periodically been extended until it now covers
 Ø the whole of the Western Province, as shown in Areas A., B., and
 C. of the Agreement.

Registration was originally effected in terms of the
 Industrial Conciliation Act of 1924, which has now been superseded
 X by a similarly named Measure, No. 36 of 1937. Section 18 of the
 revised Act provides that any registered Employers' Organisation,
 together with any registered Trade Union, "may form an Industrial
 Council by signing the Constitution agreed to by them for the
 government of the Council, and obtaining the registration .
 of the Council under this Act "

Section 19 of the Act states that :-

- XX (a) "If the registrar reports to the Minister in respect of
 such applications that the requirements of this Act have
 been complied with, and that, in his opinion, the
 proposed constitution is consistent with this Act and
 does not contain provisions which are contrary to the
 provisions of any law or are calculated to hinder the
 attainment of the objects of any law, the Minister may,
 in his discretion, if he is satisfied that the Industrial
 Council would be sufficiently representative within any
 area of the undertaking, industry, trade or occupation,
 approve of the registration of the council in respect
 of that area and of the undertaking, industry, trade or
 occupation."
- / (b) "Upon the registration of an industrial council it shall
 have all the powers and duties which by this Act are
 conferred and imposed upon an Industrial Council, and its
 constitution shall take effect; "

It will be seen, therefore, that the authority of the
 Council is derived from the Industrial Conciliation Act, in
 accordance with the terms and provisions of this Measure. It is
 important to note, however, that prior to registration, the Minister
 had to satisfy himself that the Employers' Association and the
 Trade Union were respectively representative of a majority of
 Employers and Employees engaged in the Motor Industry, within the
 area of the Council's jurisdiction.

In terms of Section 20 of the Act, corporate status is
 conferred upon the Industrial Council, with power to sue and be/ ...

Ø Appendix, Page 2.

X G.N. 1841/37.

XX I.C. Act, Section 19(2).

/ Ibid., Section 19(4).

sued, and to own property. Section 23 specifies the general duties of the Industrial Council in the following terms :-

23. "An Industrial Council shall, within the undertaking, industry, trade or occupation and in the area, in respect of which it has been registered, endeavour by the negotiation of agreements or otherwise to prevent disputes from arising, and to settle disputes that have arisen or may arise between employers or employers' organisations and employees or Trade Unions or between employers or employers' organisations and persons upon whom all or any of the provisions of any agreement or award have been made binding, and take such steps as it may think expedient to bring about the regulation or settlement of matters of mutual interest to employers or employers' organisations and employees or Trade Unions."

So far, the formation, registration and duties of the Industrial Council have been dealt with, but no mention has been made of the Industrial Agreement. Once again, however, the authority for negotiation and publication of an Industrial Agreement is contained in the Act. Section 24 lays down the various matters which may be dealt with by an Industrial Council Agreement, and Section 48 details the manner in which the Agreement is made enforceable :-

- 48.(1) Whenever an Industrial Council transmits to the Minister any agreement such as is referred to in section twentyfour, entered into between any or all of the parties to the Council, and requests the Minister to declare the agreement to be binding upon the employers who, and the employers' organisations and trade unions which entered into the agreement and upon the employers and employees who are members of those organisations or Unions, the Minister may, if he deems it expedient, by notice in the Gazette, declare that from a date and for a period fixed by him in that notice, all the provisions of the agreement, which shall be set forth in that notice, shall be binding upon those employers and employers' organisations and trade unions and upon those employers and employees.
- (2) Whenever an Industrial Council makes any such request as is referred to in sub-section (1), and also requests the Minister to declare the agreement, or any of the provisions thereof, to be binding upon the other employers and employees engaged or employed in the undertaking, industry, trade or occupation to which the agreement relates, in the area or in any portion of the area, in respect of which the council is registered, the Minister may, if he deems it expedient, and if he is satisfied that the parties to the agreement are sufficiently representative of the employers and employees engaged or employed in that undertaking, industry, trade or occupation in that area or in that portion of that area, by notice in the Gazette:-

TABLE ONE

COMPOSITION OF THE INDUSTRIAL COUNCIL

FOR THE

MOTOR INDUSTRY (CAPE)

EMPLOYERS

Principals

J.J.E. Gill

A. Anderson

H.M. Timoney

W.H. Holmes

Alternates

G. Baillie

D. Slabber

V.R. Edwards

J.A. Farber

EMPLOYEES

Principals

H.W. Baard

W.R. Vivier

H.J.E. West

G. Fraser

Alternates

N.J. Oort

C.A.J. Burger

J.G. Loubser

A. Manning

CHAIRMAN J.J.E. Gill

VICE-CHAIRMAN W.R. Vivier

SECRETARY P.J. Rixon

- (a) make a declaration such as is referred to in sub-section (1); and
- (b) make a further declaration that all the provisions of the agreement, or such provisions as are specified by him, shall be binding upon such other employers, and employees, as are referred to in this sub-section. (etc., etc.)

This brief review of the salient provisions of the Industrial Conciliation Act, shows how the Industrial Council is constituted as a body corporate under the Act, with power to negotiate and to administer, any Agreement which has been duly promulgated. Having thus determined the manner in which the Council's authority is acquired, it is now possible to examine the functioning of the Industrial Council for the Motor Industry (Cape), in greater detail.

Ø The Constitution of the Council is a straightforward document which lays down in simple terms the essential rules and regulations for the conduct of affairs. It provides that the Council shall at all times consist of an equal number of representatives of Employers and Employees, "who shall either be paid officials of such Association or Union or actually engaged or employed in the Industry." In practice, the Council has favoured full representation by members of both organisations, rather than the inclusion of paid officials, and the present composition of the Council is shown in Table One.

Industrial Council representatives and alternates are appointed by the Union and the Employers' Association, in accordance with their respective Constitutions. Such representatives hold Office for twelve months, unless they resign, or are withdrawn by their organisations.

A Chairman and Vice Chairman are elected by the Council from amongst their number. It is usual for the former to be an Employer delegate and the latter to be an Employee delegate, thus maintaining the balance of power as far as possible.

Ø Section 21 of the I.C. Act specifies certain matters which must be provided for in the Constitution.
 / Industrial Council records.

The Objects of the Council as defined in its Constitution are as follows :-

- (a) To consider and regulate, in accordance with the provisions of the Act, matters of mutual interest to the parties, and to prevent and settle disputes;
- (b) To promote good relationship between employers and employees;
- (c) To use its endeavours generally in the direction of maintaining industrial peace;
- (d) To secure the complete organisation of employers and employees in the Industry;
- (e) To secure for employees regular employment, and to minimise unemployment;
- (f) To administer agreements arrived at by the parties;
- (g) To consider, advise, and make representations on any legislation or proposed legislation affecting employers and employees;
- (h) To provide means of ensuring that the conditions under which work is carried on shall be conducive to the good health and reasonable comfort of employees;
- (i) To secure by co-operation the enforcement and maintenance of fair conditions of tendering and contracts for employers; and to endeavour to ensure that all conditions of tendering shall not be less favourable to South Africans than to oversea tenderers; also to prevent the incursion of private persons and institutions supported by Government or other public funds, into the trades, so as to ensure the continuity of employment and the fostering of the training of apprentices;
- (j) To consider and deal with such other matters as may affect the interests of employers and employees.

In general, these Objects are of the type one would expect to find in such a Constitution, with the possible exception of item (i). This particular Object seems somewhat out of place when considering the labour relations between employers and employees, but when it is examined more closely its relevance becomes obvious.

In essence, this clause constitutes a dual purpose object of policy, to be brought into use when the occasion demands. On the one hand, the employers will gain the co-operation of employees to secure "fair conditions of tendering and contracts." It would perhaps not be putting too liberal an interpretation on this phrase/..

to say that the employees will help to preserve the employers' profits, and incidentally, their own wages. On the other hand, the aim is to "prevent the incursion of private persons and institutions supported by Government or other public funds into the trades ... " This provision is merely another way of conceding the support of employers to the Union, in any effort that may be necessary to resist the establishment of rival Trades Unions, or any attempts to train artisans other than by the accepted Apprenticeship method. In other words, the Employers will help to preserve the Union's monopoly position in so far as the training of skilled artisans is concerned, and assist in combating the activities of "backyard mechanics."

Other items of interest contained in the Constitution are as follows :-

- Ø (a) The Council appoints its own Secretary and Agent Inspectors.
- / (b) Meetings are held monthly, unless otherwise decided.
- \ (c) Each member of the Council has one vote only, and in the absence of a member and his alternate, the voting power of the employers or the employees as the case may be, is reduced as necessary, to preserve equality of voting powers.
- ⊠ (d) The expenses of the Council are met from a fund raised by a levy on employers and employees. (For further details of this levy, see Chapter Six, dealing with Council Funds and Expenditure).

In connection with any disputes in the Industry, or a deadlock on the Council, the Constitution provides that the parties must first consider whether they wish to request the appointment of a Mediator in terms of Section 44 of the Industrial Conciliation Act. If the dispute is not settled after discussion at three consecutive meetings of the Council, or if mediation is not successful, the parties must then decide whether they are agreeable to the dispute being submitted to Arbitration in terms of Section 45 of the Act. It should here be noted that the recommendations of a Mediator are not binding on the parties unless subsequently accepted, whereas / ...

-
- Ø Ibid., Section 7.
 - / Ibid., Section 8 (1).
 - \ Ibid., Section 8 (4).
 - ⊠ Ibid., Section 9 (1).
 - ⊠ Ibid., Section 10.

the award of an Arbitrator is final, binding, and legally enforceable.

Ø Strikes and Lockouts are specifically prohibited during the currency of any Agreement between the parties, and matters giving occasion therefor must in any case be first dealt with by the Council in terms of the above provisions, and Section 65 of the Industrial Conciliation Act.

CHAPTER FIVE

AGENT INSPECTORS

Ø

To facilitate administration of the Agreement, the Secretary and two Inspectors have been appointed Designated Agents in terms of Section 62 of the Industrial Conciliation Act 1937. This means that they now possess all the powers conferred upon an Inspector under Section 61 of the Act, and can use these powers within the limits of jurisdiction of the Industrial Council. Without such authority, the Agents would be unable to enforce the terms of the Agreement in regard to non-party establishments, as the

X Preliminary clauses of the Agreement specifically exclude the application of Section 7 to such establishments. To give some idea

{ of the extra authority thus conferred, compare section 7 of the Agreement with the following extract from Section 61 of the Industrial Conciliation Act 1937:-

61.(1) Any inspector may, without previous notice, at any time enter any premises whatsoever and may, while he is upon or in the premises or at any other time, question any person who is or has been upon or in the premises, in the presence of or apart from others, and may require from any such person the production then and there, or at a time and place fixed by the inspector, of all books and documents which are or have been upon or in the premises or in the possession or custody or under the control of any employer by whom the premises are occupied or used, or of any employee of that employer, or may at any time and at any place require from any person who has the possession or custody or control of any book or document relating to the business of any person who is or was an employer, the production then and there, or at a time and place fixed by the inspector, of that book or document, and may examine and make extracts from and copies of all such books and documents, and may require an explanation of any entries/...

Ø Ibid., Section 11.

Ø Appendix, Section 7.

X Appendix, Page 1(b).

{ Appendix, Page 8.

in any such books or documents as in his opinion may afford evidence of any offence under this Act. An inspector may take with him into or on to any premises any interpreter or other assistant or any member of a police force.

- (2) Any employer in connection with whose business any premises are occupied or used, and every person employed by him, shall at all times furnish such facilities as are required by the inspector for entering the premises or for inspecting or examining the books and documents upon or in the premises or for making any enquiry in relation thereto.
- (3) Any inspector may require any employee to produce to him any container in which any money paid or to be paid to him by way of remuneration was or is contained, and any statement furnished or to be furnished to him by his employer concerning the payment, and may examine the contents of the container and retain the container and statement.
- (4) Any inspector may require any employee to appear before him at any time and place fixed by the inspector and may then and there question that employee.
- (5) Any inspector may require any employer to make all payments due to any of his employees in the presence of an inspector. (etc., etc.).

The Council may, of course, appoint Agents in terms of Section 7 of the Agreement, without such Agents being appointed as "Designated Agents" in terms of the Act. Such Agents would have no power to inspect premises and records of non-members of the Employers' Association, or to interrogate non-members of the Union.

However, by taking advantage of the provisions of Sections 61 and 62 of the Industrial Conciliation Act, the Council's Agents have been empowered to perform their functions in regard to all establishments and/or employers and/or employees in the Motor Industry in the Western Province, whether or not they are members of the Association or the Union.

CHAPTER SIX

COUNCIL FUNDS

X

When the Industrial Agreement was signed, in October, 1950, the Council had accumulated considerable reserve funds from the contributions of employers and employees, which, up till then, had been payable on the following basis :-

X Appendix, Section 11.

	<u>Employer</u>	<u>Employee</u>
Journeyman	1/-	1/-
Service Attendants	4d.	4d.
Labourers	3d.	3d.

It was accordingly agreed to impose a nominal levy of 1d., as set out in sub-section (3), until a large portion of the accumulated funds had been used up in operating expenses.

In July, 1952, an amendment to the Agreement was promulgated, re-grading weekly contributions as follows :-

	<u>Employer</u>	<u>Employee</u>
Journeyman	9d.	9d.
Service Attendants	3d.	3d.
Labourers	3d.	3d.

The administrative expenses of the Industrial Council amount to about £800 monthly. Contributions of employers and employees constitute the only source of income, and the burden is thus shared more or less equitably amongst all persons in the Industry. Note that even non-members, who might wish to have nothing to do with the Employers' Association or the Union, are compelled to contribute towards the operation of the Industrial Council.

As a matter of interest, the National Industrial Agreement specifies weekly contributions by both Employers and Employees in other Regions, on the following comparative basis :-

<u>Eastern Province</u>	<u>Employer</u>	<u>Employee</u>
If wages less than 46/-	4d.	4d.
If wages 46/- or more	9d.	9d.
<u>Northern Cape</u>		
If wages 46/- or less	2d.	2d.
If wages over 46/-	6d.	6d.
<u>Orange Free State</u>		
If wages 40/- or less	1d.	1d.
Labourers (irrespective of wage)	1d.	1d.
If wages over 40/-	8d.	8d.
<u>Transvaal and Natal</u>		

(see over)

- Ø G.N. 2436/46.
 Y Appendix, Section 11.
 Z G.N. 1496/52.
 XX G.N. 4983/52, Section 11.

	<u>Employer</u>	<u>Employee</u>
<u>Transvaal and Natal</u>		
If wages 40/- or less	1d.	1d.
Labourers (irrespective		
of wage)	1d.	1d.
If wages over 40/-	6d.	6d.

CHAPTER SEVEN

THE "CLOSED SHOP"

This clause, under the heading of "Trade Union Labour," has caused considerable controversy. As it is set out, it purports to prohibit any member of the Union from accepting employment with an Employer who is not a member of the Employers' Association. Similarly, no member of the Employers' Association can employ anyone who is not a member of the Union.

Non-members of the Employers' Association or the Union are admittedly in the minority, but cases have arisen where the Industrial Council has been asked to grant exemption to Employers wishing to employ non-Union labour, or Union members wishing to work for non-member Employers. The Council treats each request on its merits, but generally speaking, is not in favour of such exemptions. As a rule, the Secretary of the Union, or the Secretary of the Association, is able to arrange for membership of the non-member concerned, in order to preserve the conditions of the "closed shop" within the Industry.

It is perhaps expedient to examine the pros and cons of this clause, and its effect on labour relations. In the first place, it tends to strengthen the membership of the Union by making it impossible for non-members to obtain employment at the large number of Garages which are members of the Employers' Association. From the Union point of view, this also virtually reserves the better jobs in the Industry for its members and "protects" them from competition from other non-Union employees, to a very great extent.

The employers' view of the closed shop clause is somewhat different. True, it serves as a means of strengthening the membership of the Employers' Association, - as the majority of workers are ipso facto members of the Union, - but employers have many other factors tending to bind them together, such as community of trading interest and the "need to regulate competition" amongst themselves. It is conceivable, therefore, that even without a closed shop clause, there would still be a strong Employers' Association.

The workers, on the other hand, are dependent on their jobs for their livelihood, and the closed shop clause makes it more or less imperative that they become members of the Union. This also has the effect of helping the Union to maintain a representative membership position. It should not be forgotten that if the parties to the Council cease to represent at least 50% of employers and workers respectively, the Minister may cancel the Certificate of Registration of the Council. Hence the importance of the closed shop clause as a factor in the maintenance of representative membership.

There is one school of thought amongst employers that would like to do away with closed shop provisions, on the grounds that they strengthen the Union membership, and at the same time strengthen Union opposition to the wishes of the employers. Another school of thought, however, operates on the "better the devil you know than the devil you don't" principle, and holds that a well organised Union creates stability of labour conditions within the Industry and thus indirectly contributes towards stable profit margins.

Most employers in the Western Province are reluctant to invoke the closed shop clause as a weapon to combat price cutting, and other so called "unethical practices," but its value to the Employers' Association in this respect is considerable. The procedure, in the case of any member judged guilty of such conduct, would be to expel him from the Employers' Association, and then to invoke the provisions of the closed shop clause to compel the withdrawal of all his Union labour. As the Union is well organised/...

in the Western Province, such action would have immediate and drastic effect.

The reluctance of Employers to use this measure against other members of the Association is not due to any weakness in their organisation, but to the fact that the provisions of the clause in so far as the Motor Industry in the Western Province is concerned, have never yet been tested in the Court. There is some doubt as to its validity, in view of decisions affecting similar clauses in other industries, and the Employers prefer to use the moral effect of an untested clause rather than to risk losing all by having its legality upset by an adverse Court decision. The latest Opinion on the wording of Section 13 of the Agreement, however, is that it would be found legal and binding if put to the test. It is also interesting to note that M. Schaeffer, in the Third Edition of his reference work on the Industrial Conciliation Act, quotes two decided cases upholding the principle of the closed shop clause, viz., *Rex v. Daleski* 1933 T.P.D. 47, and *Knox v. Mathias* 1936 N.P.D. 667.

CHAPTER EIGHT

COLLECTION OF SUBSCRIPTIONS

In most Industrial Agreements, it is usual to insert a clause, the effect of which is to make the Industrial Council responsible for collecting the subscriptions of members who are party to the agreement. At the same time, this gives the Council right of criminal recourse in the case of non payment, as the clause, once Gazetted, carries criminal legal sanctions.

The present Agreement for the Motor Industry, Cape, makes no provision for the collection of subscriptions of members of the Employers' Association, as the Employers feel that this is unnecessary. In point of fact, the Employers' Association receives strong backing from its members, and experiences no difficulty in obtaining subscription revenue. On the other hand, the Trade Union has a membership of working men who could not afford to send a lump sum/ ...

subscription to the Union once a year, but who are quite agreeable to a weekly deduction from their wages, for Union Funds.

The question now arises as to whether it is in the interests of Employers, to undertake the collection of subscriptions which will be used to finance activities of the Union. There are some employers who continually regard the Union as "the opposition," and who feel that, by the provisions of this Section, the Employers are helping to finance their "enemies." Such employers regard the Economic Product of the Motor Industry as being in the main, divisible between Capital and Labour. Hence they argue that as the Union becomes stronger, the greater share of this Product will be claimed by Labour as Wages, the less will be available to the Employer as Profit. This school of thought is strongly opposed to the principle of Employers collecting Union subscriptions.

There are other employers, however, who feel that a strong Union should be encouraged. This school argues that a well organised labour Union can secure satisfactory conditions of employment for its members, which will result in a period of peace and prosperity within the Industry, and obviate the possibility of strikes and labour unrest. They further feel that if it is necessary to collect Union subscriptions in order to ensure a disciplined and contented labour force, that the small effort involved is well worth the result, in terms of profit for the employer, and prosperity for the Industry.

There is something to be said for each of these schools of thought. In the first place, the Union would probably be able to arrange alternative methods for the collection of subscriptions, but these would not be enforceable criminally, as under Section 14, and civil methods would probably prove less efficient, and certainly more costly. It is also probable that many rural members would fall away owing to non payment of subscriptions, as the amounts involved in scattered communities would not cover the expenses of an Agent/Collector. This in turn would weaken the position of the Union in /...

its claim to represent the majority of employees. In the second place, if the Union did cease to represent the majority of employees, the Labour Department would probably take steps to dissolve the Industrial Council, which would leave both Employers' and Employees' Organisations with no direct control over their own Industry.

It is obviously in the interests of both sides to retain the Industrial Council structure rather than to be governed by a Wage Determination, as under the former, they are free to indulge in collective bargaining, and to determine mutually the labour conditions which shall apply throughout the Industry. For this reason, therefore, Employers will probably continue to collect Union subscriptions, as the continued existence and collaboration of the Union is in the Employers' own interests.

It is interesting to note the wording of the National Industrial Agreement, when dealing with the question of contributions. The usual provisions are made for collection of the Employees' subscriptions to the Union in the form of deductions from Wages, but a second clause has been added as follows :-

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

The effect of this clause is to make it mandatory, as a specific item in the Agreement, for member Employers who have not paid their subscription to the Association, to forward monthly instalments to the Regional Council concerned. Presumably, if any member employer decided to resign, rather than to pay his subscription, the provisions of the closed shop clause would be invoked, whereby members of the Union would no longer be allowed to work for the employer concerned.

CHAPTER NINE

ANNUAL LEAVE

Most of this Section is self explanatory, but it is noteworthy that :-

- (a) A full three weeks paid leave is granted per annum to all employees, but
- (b) According to the terms of the Agreement, fifty-two weeks must first be worked, before qualifying for leave, therefore
- (c) The first year's leave is taken during the second year, but the period of leave is counted as "employment," so that only a further 49 weeks must be worked before again qualifying for leave.

The Western Province Agreement specifies that an employee "shall be entitled to 3/52 of a week's remuneration for every week in which he works at least five days " This means that at the end of 52 such weeks, the employee has three weeks' pay due to him, which he can draw when proceeding on his leave. The important point to notice, however, is that leave pay accrues at the rate of "three fifty-seconds of a week's remuneration," for each normal working week. If, therefore, any Journeyman leaves his employment for any cause whatsoever, the employer is compelled, in terms of this Section, to forward such Leave Pay as may have already accrued, to the Secretary of the Industrial Council, to be held in trust for the employee until he has completed his full 52 weeks' qualifying period for leave.

Although all other employees are also entitled to three weeks' leave per annum, only Journeymen are covered by the above proviso, which is designed to ensure that leave pay cannot be withheld by an employer to the prejudice of the employee, should the latter change his job. At the same time, it charges each and every employer of any particular journeyman with the duty of contributing towards his leave pay on a basis pro rata to the length of employment. Without an arrangement of this nature, an employee who changed his job would have to start de novo on a 52 week qualifying period with his new employer, and would forfeit any leave entitlement accruing in terms /...

Appendix, Section 15.
Ibid., Section 15 (6).

Ibid., Section 15(2).
Ibid., Section 15(1).

of past service with the old employer.

/ The National Industrial Agreement makes similar provisions for Leave Pay, but instead of basing the qualifying period on 52 weeks of at least 5 days' work, it uses a basis of "shifts." Thus, employees working a $5\frac{1}{2}$ day week must complete 308 full shifts, and those working a 5 day week must complete 256 full shifts before qualifying for leave.

A shift is defined as "The number of hours, excluding overtime, on any day, which an employer is permitted to work his employees in the normal course of employment." If, therefore, the paid holidays granted under the Agreement are added to the above figures, it gives the equivalent in shifts of 52 weeks' work. This somewhat rigid definition of "shifts" in the National Industrial Agreement, is tempered by the proviso that shifts lost as result of :-

- (a) Training under the South African Defence Act, 1912;
- (b) Absence from work on the instruction of the employer;
- (c) Absence due to sickness or accident not exceeding 30 days in any one year;

shall, for the purposes of leave qualifications, be regarded as shifts worked. (Similar provisions apply in the Western Province when computing the leave qualifications of an employee, in terms of the Western Province Agreement).

XX It should be noted that both the Western Province and the National Agreement contain a clause prohibiting employees from engaging in their normal occupation during the period of their leave. The intention is to ensure that Mechanics, for example, do not carry out work on cars belonging to the Motoring Public during their leave period, as such "backyard work" would adversely affect the employers' business.

CHAPTER TEN /

/ G.N. 2996/52, Section 14.
 Ø Appendix, Section 15(6).
 XX Ibid., Section 15(5).

CHAPTER TENPUBLIC HOLIDAYS

X

There are five paid public holidays recognised under this Section, and it is interesting to note how these have gradually been conceded as a result of pressure from the Union over the past 20 years. When the first Agreement was published in 1934, only Christmas Day and Good Friday were recognised as paid holidays, and this was the case until 1942, when New Year's Day and Dingaans Day were added. In 1951, Boxing Day also became a paid holiday, thus giving official recognition to a day which by tradition had always been observed as a holiday by most firms.

It should also be noted that the provisions of the Agreement must be at least as favourable to employees as the provisions of the Factories Act. The latter provides for four paid public holidays, hence the Employers' Association has conceded one more than the minimum number possible.

Employees must be paid their normal remuneration for the day of the week on which the paid holiday falls. If, therefore, the holiday falls on a Saturday, those employees working to a 5 day week should gain no extra pay. Similarly, those working to a $5\frac{1}{2}$ day week should be paid their customary $\frac{1}{2}$ day's earnings only.

CHAPTER ELEVEN

XX

OVERTIME

The provisions of this Section have a direct bearing on the consumer, inasmuch as the remuneration paid to the mechanics for overtime work is recoverable from the customer as an extra charge.

Paragraphs (1) and (2) of Section 17 are quite straightforward. The former is of little importance, as very few female workers are covered by the Industrial Agreement. The latter merely sets out the agreed overtime payment of "time and a half" between 6 a.m. and midnight, and "double time" from midnight to 6 a.m.

-
- X Ibid., Section 16.
 - Ø Factories Act, Section 22.
 - / Ibid., Section 20.
 - XX Appendix, Section 17.

Paragraph (3), however, which deals with overtime payment on a Sunday, raises some very interesting problems when read in conjunction with the Price Controller's Notice governing Motor Vehicle Repair Services. (Government Notice 605 in G.G. 4813 dated 28.3.52).

The Fourth Schedule to this Government Notice lays down maximum rates per hour which may be charged when working to the approved Flat Rate Manual. The Sixth Schedule prescribes the Maximum charges which may be levied per hour when working on a basis of normal time taken for the job. The relative provisions of both schedules relating to repair work performed by Journeymen are summarised below :-

REPAIR SERVICES - ALL MOTOR VEHICLES

<u>Area</u>	<u>During Normal Working Hours</u>		<u>Outside Normal Working Hours</u>
	<u>Flat Rate</u>	<u>Time Rate</u>	
A.	17/6d per hour	15/-	At the hourly rate prescribed for ordinary working hours, plus any additional remuneration paid or payable in terms of any Industrial Council Agreement or Wage Determination for the time being in force to the worker engaged on such work.
B. & C.	16/6d per hour	13/6d	

Ø Areas A., B., and C. are as defined in the Industrial Agreement, and it will be noticed that the maximum normal charge in Area A., (which includes the Cape Peninsula), is 17/6d per hour when working to the Flat Rate Manual, and 15/- per hour for work performed on a Time basis. The maximum rate of overtime charges, however, are based on 17/6d or 15/- an hour, "plus any additional remuneration paid or payable in terms of any Industrial Council Agreement." It is this latter provision which will now be considered, in conjunction with Section 17 of the Agreement.

When dealing with the question of week-day overtime, it was noted that "time and a half" was applicable up to midnight and "double time" thereafter. If, therefore, a Cape Town mechanic whose/...

normal wage is 5/- per hour, works overtime from say 5.30 p.m. to 9.30 p.m. on a week-day, to complete a job which is being booked at ordinary Time rates, the labour charge to the customer would be made up as follows :-

- (a) Normal Labour charge,
4 hours at 15/- per hour £ 3. 0. 0.

(This includes 4 hours of
the mechanic's wage rate
of 5/- per hour).

- (b) Additional remuneration payable
to the mechanic in terms of the
Industrial Agreement, i.e.,

4 hours at "half-time" 0. 10. 0.
(4 x 2/6d)

Total Labour Charge £ 3. 10. 0.

It is not always easy to see why the additional charge to the customer for overtime work in the example given above should be calculated on "half time," and not on "time and a half." The answer is to be found in the fact that the normal maximum hourly charge of 15/- already covers one hour of the mechanic's time at ordinary wage rates. Therefore, if he is to receive "time and a half" for the job, the additional remuneration payable in terms of the Agreement is only half this rate.

To put it another way, the maximum hourly charge of 17/6d Flat Rate, or 15/- Time Rate, is increased by an amount equal to half the mechanic's hourly wage. In the example quoted above, it was assumed that the mechanic's wage was 5/- per hour, hence the maximum hourly rate to the customer would become 20/- Flat Rate, or 17/6d Time Rate, as applicable. It cannot therefore be said that the provisions of the Industrial Agreement relating to ordinary week-day overtime are unduly harsh or onerous to the Consumer, as the additional amount which he is called upon to pay is only a small proportion of the normal hourly charge.

The position in regard to Sunday overtime, however, is very different. Paragraph (3) of Section 17 states that a mechanic who works on a Sunday must be paid at the following minimum rates :-

- | | | |
|-----|---|------------|
| (a) | Up to 1 hour's work | £ 1. 0. 0. |
| (b) | Between 1 and 2 hours' work .. | 1. 10. 0. |
| (c) | If over 2 hours' work - double his
ordinary daily wage. (i.e.,
sixteen hours' pay). | |

The overtime payment of £1. 0. 0., or £1. 10. 0. to a mechanic who works for one or two hours on a Sunday, affects the consumer somewhat severely, but if the job takes over two hours, the mechanic is entitled to double his ordinary daily wage for the whole day, no matter whether he works two hours and five minutes, or eight hours, on the job.

As an illustration of the drastic nature of this latter provision, take as an example, four hours' overtime performed on a Sunday in Cape Town, on a job which was being booked at the Time Rate of 15/- per hour, by a mechanic whose basic wage was 5/- per hour. The maximum labour charge to the consumer would be made up as follows :-

(a)	Normal labour charge, 4 hours at 15/- per hour	£ 3. 0. 0.
	(This of course includes 4 hours of the mechanic's rate of pay of 5/- per hour).	
(b)	Additional remuneration payable to the mechanic in terms of the Industrial Agreement, i.e., 12 hours at 5/-	3. 0. 0.
	<u>Total Labour Charge</u>	<u>£ 6. 0. 0.</u>

This example shows how the provisions of the Industrial Agreement bear very heavily on the consumer when it comes to a question of repair work on Sunday. Cape Town (Area A.), figures were quoted, but the position is similar in Country areas of the Western Province. Cases have even arisen where motorists stranded with mechanical trouble have found it less expensive to spend Sunday at the local Hotel, and to wait for the car to be repaired at normal rates on the Monday morning, rather than to be faced with heavy Sunday overtime labour costs.

The Motor Industry is a maintenance Industry, charged with the responsibility of helping motorists on their way, but any motorist who is stranded in the Western Province with mechanical trouble on a Sunday, has to pay very heavily for the services of a skilled mechanic. The Employers' Association does not like the clause which automatically entitles a mechanic to two full days' wages if he works over two hours on Sunday, and during negotiations preceding the Agreement, it was pointed out that it would cause great hardship to the travelling public. The Union, however, whilst conceding special rates for one or two hours' work, would not give way on the major issue. Union representatives argued that anything over two hours' work so spoilt the normal rest and recreation of mechanics on Sunday, that they should be entitled to generous compensation in lieu.

It should be noted that Section 17(3)(e) makes similar provisions on a lower scale, for Labourers and Service Attendants working overtime on a Sunday. Where, however, such employees are working as Petrol Attendants on shift duty, and where the shifts are so arranged that part of the normal 46 hour week falls in a Sunday shift, the employee concerned need only be remunerated on a "time and one third" basis. This provision is contained in clause (3)(d), which also restricts the services provided to those of an essential nature only, by specifically prohibiting such things as the cleaning and polishing of vehicles.

The sale of labour on a Sunday may be made at an enhanced price, by virtue of the Price Controller's regulation allowing any "additional amount paid or payable in terms of the Industrial Agreement" to be added to the normal charge. The sale of commodities on a Sunday, however, is not subject to any extra charge. Where, therefore, an employer elects to remain open on Sundays for the sale of petrol and oil, he is faced with an increased wages bill for his Pump Attendants, but cannot make any increased charge to the public for the commodities sold. This fact means that unless a / ...

it is in times of unemployment that more apprentices should be trained, as these will only become journeymen after five years' training, - when it is possible that the Industry may have passed the trough of the Depression. The resultant upswing will bring about an increased demand for labour, which these Apprentices can help to meet.

TRADES AND LABOUR COUNCIL.

The South African Trades and Labour Council consists of representatives of various Trades Unions, organised on a National and Regional level, to make representations on matters affecting Labour as a whole. It purports to be the mouthpiece of organised Labour, acting in much the same manner as the Chambers of Industries and Commerce for their respective spheres.

Mr C. Rehm, the General Secretary of the M.I.E.U., is Vice-President of the Council, and the Western Province Division is represented on the Cape Regional Committee. For the past 2½ years, however, this Division of the Union has taken no active part in the activities of the Council, and has even considered withdrawing its affiliation on the grounds of political incompatibility with the other Unions now comprising the Council. (This step has already been taken by some of the other Unions previously affiliated to the Trades & Labour Council, and a rival organisation known as the S.A. Federation of Labour Unions, has been formed).

REPRESENTATION OF LABOUR INTERESTS.

During the period of the Union's close connection with the Trades & Labour Council in the Cape, Mr H.J. de la Hunt, the Western Province Secretary, was nominated to represent Labour on several other Committees. One of these is the Local Advisory Committee of the Unemployment Benefit Fund, which meets monthly under the Chairmanship of the Divisional Inspector of Labour, to investigate appeals lodged against decisions of the Fund's officials.

Another / ...

TABLE FIVE

THE CAPE TECHNICAL COLLEGE COUNCIL, 1953.

The Council consists of the Director,
Mr E.P.D. Gnodde, B.Sc.(Eng.) F.I.A.C., and Members
nominated by the following :-

Minister of Education

Council of the University of Cape Town

Cape Town Municipality

School Board for the Cape Division

Federal Council of S.A. Teachers' Association

Cape Chamber of Industries

Cape Town Chamber of Commerce

Master Builders' and Allied Trades' Association

S.A. Trades and Labour Council

Divisional Council of the Cape

Administrator of the Cape Province

Institute of Bankers in South Africa

Railway Apprenticeship Committee

Government Apprenticeship Committee

Cape Mechanical and Electrical Engineering
Apprenticeship Committee

Cape Division Building Apprenticeship Committee

National Printing Apprenticeship Committee

Cape Motor Engineering Apprenticeship Committee

Municipality of Stellenbosch

Municipality of Worcester

Board of Studies of the College

(Source - Technical College)

The intention of the clause is to ensure that all employers compete during the same working hours, and that no single employer can take an "unfair" advantage over his competitors in this respect.

Clause (2) has much the same intention as clause (1), but here the restriction falls rather heavily on small parking garages, the owners of which would, for the most part, be prepared to provide greasing and polishing services during the night for cars stored on their premises. The Employers' Association maintains that if any one Garage was allowed such facilities, it would necessitate all or most other Garages following suit. This argument cannot justifiably be maintained, as the type of work specified, would only normally be carried out in Garages which cater for all night parking. However, on the grounds that one Section of the Industry might benefit at the expense of the remainder, a total prohibition on greasing and polishing has been decreed during the hours shown, - notwithstanding that there is a considerable public demand for services of this nature.

CHAPTER THIRTEEN

SHORT TIME

It is important to note :-

- (a) That short time must be notified to employees at least one day in advance.
- (b) That short time must be applied equally amongst all employees, i.e., if one man is laid off temporarily, the other employees must be similarly treated in turn, or at the same time. This prevents an employer retaining the full services of his best men, whilst working the others for short time, - a practice which the Union considers unfair.
- (c) The limit of short time per man in any one week is $12\frac{1}{2}$ hours.

CHAPTER FOURTEEN /...

CHAPTER FOURTEENTRAVELLING ALLOWANCES

There is very little need for any employee in the Motor Industry in the Western Province to work away from the establishment in which he is normally employed. The most common occurrence necessitating such action arises when new cars are collected from the Assembly Plants or Distributors, and driven by road to their destination. It will be noticed that the provisions of this Section cover Travelling Expenses, Board and Lodging, Wages, and Overtime. In addition, clause (f) lays down that a small allowance of 5/-, (or 2/6d), shall be paid to cover out-of-pocket expenses. Clause (c) is an unintentional duplication of part of clause (f).

CHAPTER FIFTEENOVERALL ALLOWANCE

The principle of Employers paying an allowance towards the cost of obtaining and cleaning overalls, was first conceded in 1946. In the Agreement of that year, an allowance of 1/- per week was prescribed for all employees who normally wear overalls.

When the present Agreement was negotiated, the Union representatives pointed out that 1/- per week hardly covered the cost of washing overalls, let alone their replacement value. The employers conceded that clean overalls were essential to efficient work, and agreed to pay 1/6d per week towards such costs. It was accepted, however, that where the Employer supplied overalls free of charge, no allowance would be payable.

In point of fact, the Employer does not gain by paying the 1/6d weekly overall allowance, in preference to the alternative of providing two suits of overalls per annum. Fifty-two weeks at 1/6d amounts to seventy-eight shillings, whilst at prevailing wholesale prices, two suits of overalls would cost between sixty shillings and eighty shillings, depending on the quality.

I Ibid., Section 20.

Ø Ibid., Section 21.

Arrangements for washing overalls vary. Larger Firms usually have a laundry contract, and bear washing expenses themselves. In smaller Firms, the mechanics generally make their own arrangements.

CHAPTER SIXTEEN

COST OF LIVING ALLOWANCES

When this Section of the present Agreement was negotiated, the Employers maintained that the Cost of Living Allowance should be based on pre-War wages. They argued that the allowance was decreed to cover increases in the cost of living brought about by the War, and that, therefore, it was only fair to pay such allowance calculated as a percentage of pre-War wages.

The Union countered by showing that in the past, Cost of Living Allowances had been based on twenty-five per cent of current basic wages. Negotiations on this issue had almost reached a deadlock, when it was pointed out that 30% of pre-War wages was approximately equal to 25% of the 1951 basic wage.

On this new basis, negotiations continued, with the Union pressing strongly for an increased Cost of Living Allowance, irrespective of the basis of calculation. Eventually, by mutual bargaining, the figure of 36% on pre-War wages was adopted, thus conceding to the Employers the right to base Cost of Living Allowance on pre-War figures, whilst giving the Employees an increase of about 10/- per week for Journeymen in Area A. only. For all other Employees, the Statutory Rate, (which had recently been increased), was made applicable. This conformed to previous policy, whereby only Journeymen in Area A. received preferential rates. All other employees, whether skilled or unskilled, received the amount currently prescribed in terms of War Measure 43 of 1942.

The rise in the retail price index has been so rapid in recent years, however, that the Government compulsory rate, promulgated in terms of the War Measure, has outstripped the / ...

TABLE TWO

Comparative Schedule showing Cost of Living Allowances
and Basic Wages payable to Journeymen in Area "A"

YEAR	HOURS	BASIC WAGE	COST OF LIVING ALLOWANCE FORMULA	WEEKLY C.O.L.A.	WEEKLY WAGE	WEEKLY TOTAL
1934	48	2/7	Nil		6. 4. 0.	6. 4. 0.
1935	48	2/7	Nil		6. 4. 0.	6. 4. 0.
1937	48	2/7	Nil		6. 4. 0.	6. 4. 0.
1938	48	2/9	Nil		6. 12. 0.	6. 12. 0.
1940	48	2/9	Nil		6. 12. 0.	6. 12. 0.
1941	48	2/9	7½% of basic wage	0. 10. 0.	6. 12. 0.	7. 2. 0.
1942	46	2/10½	7½% of basic wage	0. 10. 0.	6. 12. 3.	7. 2. 3.
1944	46	2/10½	25% of basic wage	1. 13. 0.	6. 12. 3.	8. 5. 3.
1946	46	3/-	25% of basic wage	1. 14. 6.	6. 18. 0.	8. 12. 6.
1951	46	3/3	36% of pre war wage	2. 7. 6.	7. 9. 6.	9. 17. 0.
1952	46	3/3	War Measure 43/1942 (G.N. 61/1952)	2. 15. 6.	7. 9. 6.	10. 5. 0.
1953	46	3/3	War Measure 43/1942 (G.N. 36/1953)	3. 8. 0.	7. 9. 6.	10. 17. 6.

(Source - Industrial Agreements)

TABLE THREE

TYPICAL TOOL LIST

(Section 23(4)(c) of the Industrial Agreement)

AUTO ELECTRICIAN

One portable tool box and tray
One set screw-drivers - ordinary (6)
One set Phillips' screw-drivers (3)
One set S.A.E. flat spanners (3/8" to 1")
One set Whitworth flat spanners (3/16" to 3/4")
One set box spanners (1/4" to 1")
One set ring spanners (3/8" to 1")
One set Feeler Gauges
One general purpose knife
One 1/2" paint brush for cleaning
One hacksaw frame
One set small files
Three file handles, one file brush
One battery strap
One pair bulb pliers
One pair combination pliers
One pair terminal and stripping pliers
One pair slip jaw pliers
One pair snip nose pliers
One small soldering iron
One hand drill
One set drills (1/16" to 3/8")
Two ball pane hammers (1/2 lb and 2 lbs)
One test lamp
One centre punch
One set pin punches (1/8", 3/16", 1/4", 5/16")
One hide face hammer
One pair 7" snips
One foot rule
One 6 ft. steel tape
One pressure oil can
One pair vice-jaws (soft)
One copper punching rod (approx. 1" and 6")
Two shifting spanners (6" and 8")
One Stillson wrench (8")
One ignition set, or suitable spanners for
overhauling distributor
Three spark plug spanners (10, 14, 18 m.m.)
One spark plug gauge

(Other Tool Lists are prescribed for Motor Mechanics,
Panel Beaters, Trimmers, New Motor Vehicle
Assemblers and Strippers)

(Source - Industrial Council)

provision in the Agreement, with the result that all employees are now paid Cost of Living Allowance in accordance with the Government scale.

It is interesting to note the provisions of earlier Agreements concerning the cost of living allowance payable to Artisans in Area A.

- / 1941 - An amendment to the existing Agreement provided for a War bonus of $7\frac{1}{2}\%$ of the basic hourly wage.
- ⊠ 1942 - Provision was made in a new Agreement for a War bonus of $7\frac{1}{2}\%$ of the new basic wage, (which had risen from 2/9d to 2/10 $\frac{1}{2}$ d per hour).
- Y 1944 - A new Agreement provided for Cost of Living Allowances on the following basis :-
 - (a) Journeymen - 25% of basic wages, for ordinary working hours.
 - (b) Service Attendants and Labourers - as prescribed under War Measure 43/1942.

(N.B. No C.O.L.A. was payable for overtime work).
- ∅ 1946 - The provisions of the 1944 Agreement were repeated, but the basic wage was raised from 2/10 $\frac{1}{2}$ d an hour to 3/- an hour for all Artisans in Area A.
- XX 1951 - The basic wage was raised to 3/3d per hour, with a C.O.L.A. based on 36% of £6. 12. 0. (i.e., 36% of the pre-War weekly basic wage), for Artisans in Area A. Cost of Living Allowance for all other classes of employees, (and for Areas B. and C.), remained in accordance with the War Measure.

Cost of Living Allowances should always be considered with reference to basic wages and hours of work. To take these allowances away from the context of total remuneration provides very little useful information, whereas a study of the composition of total earnings can be very illuminating. Table Two gives details of Wages and Cost of Living Allowances for Artisans in Area A. (which includes the Cape Peninsula), compiled in accordance with the basic provisions of the various Western Province Industrial Agreements. This chart shows how basic remuneration has risen steadily during the last few years. For a complete picture of total remuneration, however, // the remarks quoted here should be read in conjunction with the comment on Section 27 of the Agreement dealing with Wages.

/ G.N. 1055/41
 ⊠ G.N. 1266/42.
 Y G.N. 1975/44.

∅ G.N. 2436/46.
 XX G.N. 1031/51.
 // See Chapter 21.

In the National Industrial Agreement for the Motor Industry in the remainder of the Union, Cost-of-Living Allowances for Journeymen have been merged with basic wages on the following basis :-

- (a) The monthly retail price index as published by the Department of Census and Statistics is used as a base for calculations.
- (b) The prescribed minimum basic wage applies for all index numbers between 1600 and 1815.
- (c) For every completed 5 points rise in the index number above 1815, the basic wage will be increased by 7d. per week.
- (d) For every completed 5 points' fall in the index number below 1600, the basic wage will be reduced by 7d. per week.

All Employees other than Journeymen are paid C.O.L.A. in accordance with War Measure 43/1942, as amended from time to time.

CHAPTER SEVENTEEN

SUPPLY OF TOOLS

The gist of this Section is that the Employer must supply tool lockers and all major tools, whilst the employee must provide his own kit of ordinary tradesmen's hand tools. Journeymen, and Apprentices in their 4th and 5th years, are required to maintain a tool kit in accordance with lists issued by the Council for the various trades. The lists are not published in the Agreement, but details of the Electricians' Tool List are given in Table Three, as a typical example.

The following summary gives some idea of the comprehensive nature of the tools required by the various trades :-

-
- Y G.N. 4983/52.
 - Ø Appendix, Section 23.
 - ✓ Ibid., Sub-Section (4)(c).

(a)	Motor Mechanic	46 items
(b)	Panel Beater	37 "
(c)	Motor Electrician	38 "
(d)	Trimmer	28 "
(e)	New Motor Vehicle Assembler	19 "
(f)	Motor Vehicle Stripper	18 "

Provided that the employee concerned maintains a full kit of tools, the employer must pay him a weekly tool allowance of 1/9d. In practice, however, this sum is quite inadequate for the replacement of tools, and it is generally paid as a matter of course by employers, without any prior tool check. Furthermore, most employers provide facilities for their mechanics to obtain tools at wholesale prices.

Those Artisans who take a pride in their work invariably possess a full set of tools, but there is a small minority who need constant checking to ensure that their tool-kit is adequate. The intention of the Industrial Council was to bring about a state of affairs whereby the tool allowance would not be paid if the tool kit was not complete, but the amount of 1/9d per week is considered too small to argue about, in times of labour shortage.

In view of the great discrepancy in the size of the different tool kits, and the corresponding variation in replacement costs, it is surprising that the tool allowance has not been graded to match the expense ratio. This point will probably form one of the Heads of Argument for the next Agreement.

CHAPTER EIGHTEENOUT WORK

This Clause gives legal force and effect to the usual "uberrima fides" which should exist between employer and employee, and also prohibits an employer from 'loaning out' his employees to other employers. The following extract from the Worcester Standard and Advertiser of Friday, 21st March, 1952, is self explanatory :-

" MECHANICS DOING 'BACKYARD WORK' TO BE PUNISHED.

On Monday, 17th March, in the Robertson Magistrate's Court, Martin Abrahams, a Coloured duco-sprayer, appeared before Mr M.L. Hager on a charge of contravening the Industrial Conciliation Act.

Abrahams, who is in the employ of a motor body works at Robertson, came to Worcester on leave, and while here, entered employment with a firm of local body builders. He was reported to the Industrial Council for the Motor Industry (Cape), and was duly summonsed to appear in Court.

The Magistrate sentenced him to a fine of £5 or one month's imprisonment. The maximum sentence is a fine of £100, or a sentence not exceeding 12 months' imprisonment.

The Magistrate gave Abrahams to understand that he took a most serious view of his offence, and hoped that his remarks would be given prominence in the Press. He added that he would deal harshly with future offenders.

Mr P.J. Rixon, Secretary of the Industrial Council for the Motor Industry (Cape), said to the 'Worcester Standard' that his Council was taking a very serious view of what is termed 'backyard work,' viz., that employees working in the Motor Industry, after leaving work in the evenings and during the week-ends, are alleged to be working on cars for different persons. In terms of the Industrial Council for the Motor Trade's Agreement, no person, whilst in the employ of a firm in the Motor Industry, is allowed to do such work. Persons found to be doing such work will immediately have legal action taken against them and will appear in Court to have the necessary punishment meted out to them.

Furthermore, the Employees' Union of South Africa of which these persons are members, will also deal with their member. "

The latter paragraph would, of course, only be applicable to members of the Union, and not to any non-members.

CHAPTER NINETEEN /

CHAPTER NINETEENPIECE-WORK AND BONUS SYSTEMS

The Employees' Union does not favour piece-work, although individual members of the Union greatly appreciate the increased earnings which a bonus system can bring. Piece-work in the accepted version of the term is not possible in the Motor Industry, as there is nothing in the nature of repetitive production work which could be used as the "piece." It is possible, however, to operate a bonus system in the larger and better equipped workshops, and this is generally based on the amount of time saved on the job.

One large workshop in Cape Town has successfully introduced a bonus system of this nature, using the Flat Rate times as the "norm." If a mechanic can save time in doing the job, the customer is still charged on the Flat Rate basis, and the extra profit is apportioned between the firm and the mechanic in such a manner that the latter should be able to earn at least 25% more than his normal weekly remuneration. Bad workmanship resulting in a "come back" job is debited against the mechanic's time saved.

The Union's opposition to piece-work and bonus work is based to a great extent on the old, old cry of "sweated labour." They hold :

- (a) That such schemes have a deleterious effect on the health of the worker; it is suggested that the worker is being "lured" into a more strenuous effort, which he cannot maintain for long.
- (b) That the urge to earn more, by saving time, results in poor workmanship and skimped jobs.
- (c) That if universally applied, some men would be thrown out of work, as the turnover of vehicles per firm would be increased. Employees who could not keep up with the rest would be victimised and replaced.

This latter argument of course conceals the real reason why bonus schemes are a success. They work because the employees work - because it is considered worth while to put in that little extra effort to earn a higher wage. Adequate incentive is the corner stone to any bonus system, and the slackers are very often shown up by their own colleagues.

Unfortunately, the maintenance of motor vehicles is not a process which can be easily adapted to a bonus system. Generally speaking, such schemes must be based on a constant flow of homogeneous operations. The average Garage deals with all sorts of different jobs, on all sorts of different cars, with all sorts of different snags. It is only the larger workshops with better equipment which are able to plan a more or less smooth flow of work in each Department. Even in these larger establishments, the question of "idle time" is very important, particularly early in the day when customers' cars are just coming in, and late in the afternoon, when most of the work is finished. Too much "idle time" can wreck any bonus system, because wages and overhead expenses continue, without any corresponding sale of services.

CHAPTER TWENTY

DIFFERENTIAL RATES OF WAGES

This Clause is designed solely for the purpose of protection. In essence, it protects the skilled man from unskilled competition, but at the same time, it virtually makes it impossible for any unapprenticed worker to learn how to handle tools, and how to acquire skill.

In its effect, this provision means that if any Service Attendant or Labourer performs any portion of the work usually done by a Journeyman, such Service Attendant or Labourer must be paid at Journeyman's rates for the whole day. Thus no employer can allow his native workers to perform even such /

relatively simple operations as changing sparking plugs, because such work is considered to be the prerogative of a Journeyman. If a native did do the job, however, and took say, twenty minutes on the operation, he would have to receive one whole day's pay at Journeyman's rates.

To the Union, of course, this Clause is a vital paragraph protecting the skilled Artisan from the "unfair" competition of untrained labour. Without any such provision, it is argued, some employers would employ cheap, untrained labour to do nearly all the work on vehicles, with consequent unemployment of Artisans, and loss of skilled attention for the public.

Employers, on the other hand, feel that many operations which are at present performed by Journeymen need little or no skill, and could just as easily be done by Labourers. Why, they ask, should the public have to pay for the services of an Artisan, when a Labourer would be able to do the job equally well. Furthermore, why should the Garage Owner be penalised by having to pay one whole day's wages at the higher rate, if he only wants to use the services of an unskilled man to do, say, one hour of so-called Journeyman's work.

The answer to these conflicting points of view seems to be in the provision of Operative or semi-skilled classes of labour, trained and permitted to do some of the less exacting tasks which are at present performed by Journeymen. The National Industrial Agreement already makes provision for such workers, and sooner or later, similar provision must be made in the Western Province. It is certain, however, that the Union will bitterly resist any encroachment on the traditional preserves of the skilled worker, as they have consistently refused to consider any form of "dilution" of labour.

TABLE FOUR

Schedule showing basic hourly wage rates prescribed in
Industrial Agreements for the Motor Industry (Cape)

JOURNEYMEN				SERVICE ATTENDANTS				LABOURERS			
YEAR	HOURS	AREA "A"	AREA "B"	AREA "C"	AREA "A"	AREA "B"	AREA "C"	AREA "A"	AREA "B"	AREA "C"	REMARKS
1934	48	2/7d	-	-	-	-	-	6d	-	-	(No Areas "B" & "C" (No Service Attendants.
1935	48	2/7d	-	-	9d	-	-	5½d	-	-	No Areas "B" & "C"
1937	48	2/7d	-	-	9½d	-	-	6d	-	-	do.
1938	48	2/9d	-	-	9½d	-	-	6½d	-	-	do.
1940	48	2/9d	-	-	9½d	-	-	6½d	-	-	do.
1942	46	2/10½d	-	-	10½d	-	-	8d	-	-	do.
1944	46	2/10½d	2/1d	1/7d	1/-	8d	8d	10½d	6½d	6d	-
1946	46	3/-	2/3d	1/9d	1/-	8d	8d	10½d	6½d	6d	-
1951	46	3/3d	2/6d	2/-	1/-	8d	8d	10½d	6½d	6d	-

(Source - Industrial Agreements)

CHAPTER TWENTY-ONEMINIMUM WAGE RATES

The core of any Industrial Agreement is the Section dealing with Wages, and it is upon the Wage rate that most argument is centered. If Employers are prepared to concede a higher wage, the workers will usually be prepared to drop, or to modify, their other demands. Hence the ultimate bargaining will generally be centered upon wages, coupled of course with other items of remuneration such as Cost-of-Living Allowances.

In the Western Province, the principle of grading basic wages according to Urban and Rural areas, was first accepted in 1944, when the area of jurisdiction of the Industrial Council was extended to cover the whole of the Western Province.

The 1942 Agreement had covered only the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville and Stellenbosch, plus the municipal areas of Paarl, Wellington, Somerset Strand and Somerset West.

In the 1944 Agreement, all the above mentioned places were included as magisterial districts in Area A. An arbitrary distinction was then drawn between Areas B. and C. The former was defined to include those other magisterial districts containing towns on the major road arteries throughout the Western Province; the latter to comprise the magisterial districts in more remote areas, away from the main trunk routes. These Areas A., B., and C. have remained unaltered, and are shown in the present Agreement under the heading of "Definitions."

The original purpose behind this territorial division, was to base wages in accordance with the relative costs pertaining in each Area. In 1944, it was argued that rents, rates and other overhead expenses were lower in country areas, whilst living costs for employees were also lower ^{than} in Urban districts. To some extent/...

Ø Ibid., Section 27.

Ø Appendix, Page 2.

this argument is still valid, but it is to-day of little force and effect. In fact, one of the biggest worries facing country employers, is that they can only retain their more highly skilled workers if they pay wages comparable to those paid in Cape Town. Furthermore, if they wish to attract labour from the Cape Peninsula, even higher wages must be paid.

There are several reasons for this state of affairs. In the first place, there is a great shortage of artisans in the motor industry, hence wages are being paid far in excess of the scheduled basic. The town employer with his bigger turnover, and more liquid cash resources, can afford to pay higher wages than his country counterpart, who is often called upon to carry his farmer customers "on the books" from one harvest to another.

In the second place, overall costs of living have risen so steeply in the post-War years, that there is now little difference between town and country. Thirdly, the town has much more to offer in the way of social amenities, and when other considerations are more or less equal, this is a very important point.

Country employers not only find it necessary to pay wages comparable to Cape Town basic rates, but by virtue of the fact that they fall in Areas B. and C., they are not allowed to charge for labour services on the same basis as employers in Area A.

When publishing his notice controlling the maximum charges for workshop labour, the Price Controller took cognisance of the fact that prescribed basic wages were lower in Rural areas than in Urban areas, and gazetted the following maximum prices for skilled labour services :-

	<u>Time Rate</u>	<u>Flat Rate</u>
Area A.	15/- per hour	17/6d per hour
Areas B. and C.	13/6d " "	16/6d " "

The position in other Rural areas of South Africa is very much the same as in the Western Province. Country employers/ ...

who previously did not wish to be classed in Area A. because of the higher wage provisions, now find that they have to pay high rates to retain their labour, yet can only charge on the lower rate in terms of the Price Control regulations. A definite movement is therefore afoot for reclassification of Areas in accordance with present day conditions. In the Western Province, this will almost certainly result in the elimination of Area C., and the reclassification of all magisterial districts into new Areas A. and B.

Ø On the 31st May, 1952, the Industrial Council conducted a survey of actual wages, cost-of-living allowances, and bonuses paid to employees in the Motor Industry in the Western Province. The survey was carried out using the compulsory return form shown in Annexure B., Page 21 of the Agreement, and the coverage was virtually one hundred per cent. A summary of the average results obtained from this investigation is tabulated in Table Five, and the following detailed analysis is of considerable value :-

(a) JOURNEYMEN:

The average wage rate per hour for Journeymen in all Areas is far in excess of the basic rate laid down in the Agreement. This implies that the actual wage rate per hour is in many cases much higher still. The returns submitted reveal that the following numbers of Journeymen were receiving hourly wages as shown, plus Cost-of-Living Allowance, which was in many cases in excess of the statutory rate.

Area A. /

<u>Area A.</u>			<u>Area B.</u>			<u>Area C.</u>		
195	@	3/3	128	@	2/6	44	@	2/-
5	@	3/4	5	@	2/7	1	@	2/1
23	@	3/5	5	@	2/8	1	@	2/2
98	@	3/6	6	@	2/9	2	@	2/3
9	@	3/7	4	@	2/10	1	@	2/4
18	@	3/8	19	@	3/-	15	@	2/6
79	@	3/9	7	@	3/1	4	@	2/7
16	@	3/10	12	@	3/2	5	@	2/9
26	@	3/11	18	@	3/3	1	@	2/10
78	@	4/-	7	@	3/4	4	@	3/-
87	@	4/1	7	@	3/5	3	@	3/1
22	@	4/2	18	@	3/6	5	@	3/2
63	@	4/3	2	@	3/7	2	@	3/3
19	@	4/4	14	@	3/8	4	@	3/4
20	@	4/5	12	@	3/9	4	@	3/6
65	@	4/6	4	@	3/10	2	@	3/7
9	@	4/7	4	@	3/11	1	@	3/9
25	@	4/8	14	@	4/-	2	@	3/10
34	@	4/9	3	@	4/1	2	@	3/11
5	@	4/10	1	@	4/2	3	@	4/-
5	@	4/11	16	@	4/3	1	@	4/3
30	@	5/-	7	@	4/4	1	@	4/5
4	@	5/1	5	@	4/5	5	@	4/6
5	@	5/2	11	@	4/6	1	@	4/10
22	@	5/3	3	@	4/7	3	@	4/11
5	@	5/4	1	@	4/8	1	@	5/4
7	@	5/5	5	@	4/9	2	@	5/6
15	@	5/6	4	@	4/10	1	@	6/-
5	@	5/7	2	@	4/11			
4	@	5/8	5	@	5/-			
6	@	5/9	2	@	5/1			
11	@	5/10	4	@	5/2			
5	@	5/11	5	@	5/3			
8	@	6/-	4	@	5/4			
3	@	6/2	3	@	5/5			
4	@	6/3	4	@	5/6			
1	@	6/4	3	@	5/7			
2	@	6/5	4	@	5/8			
3	@	6/7	1	@	5/9			
2	@	6/8	1	@	6/2			
3	@	6/9	1	@	6/4			
1	@	6/10	1	@	6/5			
1	@	6/11	1	@	7/8			
1	@	7/2	1	@	8/1			
2	@	7/6						
2	@	7/9						
1	@	7/11						

From the above, it will be noticed that out of 384 Journeymen in Area B., no less than 198, (51.5 %) were receiving wages equal to, or greater than, those prescribed in the Agreement for Journeymen in Area A.

Similarly, out of 121 Journeymen in Area C., no less than 72 (60%), were receiving wages equal to or greater than the basic prescribed for Area B., and 35 (29%), were in receipt of wages equal to, or greater than, the basic rate for Area A.

This emphasises the need to re-allocate magisterial districts in the Western Province between Areas A. and B. only, and on a more realistic basis than hitherto.

(b) SERVICE ATTENDANTS:

The detailed figures in respect of Service Attendants were as follows :-

<u>Area A.</u>	<u>Area B.</u>	<u>Area C.</u>
1260 @ 1/-	195 @ 8d	51 @ 8d
198 @ 1/1	31 @ 8½d	6 @ 8½d
89 @ 1/2	51 @ 9d	16 @ 9d
134 @ 1/3	13 @ 9½d	1 @ 9½d
131 @ 1/4	34 @ 10d	7 @ 10d
67 @ 1/5	21 @ 10½d	3 @ 10½d
101 @ 1/6	33 @ 11d	6 @ 11d
25 @ 1/7	1 @ 11½d	1 @ 11½d
25 @ 1/8	48 @ 1/-	12 @ 1/-
30 @ 1/9	24 @ 1/1	5 @ 1/2
10 @ 1/10	11 @ 1/2	2 @ 1/3
5 @ 1/11	17 @ 1/3	4 @ 1/4
13 @ 2/-	9 @ 1/4	1 @ 1/7
4 @ 2/1	1 @ 1/5	1 @ 1/8
4 @ 2/2	10 @ 1/6	
9 @ 2/3	2 @ 1/7	
3 @ 2/4	3 @ 1/8	
5 @ 2/5	4 @ 1/9	
7 @ 2/6	2 @ 1/10	
1 @ 2/7	3 @ 2/-	
3 @ 2/8		
2 @ 2/11		
5 @ 3/-		
2 @ 3/3		
2 @ 3/4		
1 @ 3/6		
1 @ 3/11		

It will be noticed that in Area A., 1260 Service Attendants are on basic wage rates, whilst 877 receive wages in excess of the basic rate.

Similar figures for Area B. are 195 on basic, and 318 receiving wages in excess of basic, of which 134 are paid at Area A. rate, or higher.

In Area C., 51 Service Attendants are on the basic rate, whilst 65 receive a higher wage, - 25 of these at Area A. rate or higher.

Further analysis of these figures gives the following comparison :-

	<u>Basic</u>	<u>Higher</u>
Area A.	1260	877
Area B.	195	318
Area C.	51	65
	<u>1506</u>	<u>1260</u>

In Area A., the basic wage of 1/- per hour can be taken as reasonably representative of the price for which the average Service Attendant is prepared to work (plus, of course, the prescribed cost-of-living allowance). Those employees in receipt of a higher rate can be assumed to be the more efficient or reliable workers.

In Areas B. and C., however, there is a total of 246 on basic rates, but 383 are receiving higher rates. Having regard to the average type of country Service Attendant, it seems unreasonable to assume that the majority are paid higher rates because of their greater efficiency - it is far more likely that the basic wage of 8d per hour in these Areas is too low to attract sufficient labour with the degree of intelligence or experience necessary to perform the duties of a Service Attendant. This point becomes even more likely, when it is borne in mind that by moving to Area A., such an employee can obtain a 50% rise in basic wage, plus a commensurate increase in Cost-of-Living Allowance.

It would seem, therefore, that 8d per hour is below the "market rate" for Areas B. and C., and the fact that 39% of Service Attendants are prepared to accept this rate can be put down to three main factors :-

- (i) Ignorance of opportunities elsewhere.
- (ii) High costs of movement in country areas, and shortage of housing, etc.
- (iii) Restrictions on the mobility of native labour.

(c) LABOURERS:

TABLE SIX

COMPARISON OF 1939 AND 1953 EARNINGS IN CERTAIN
URBAN INDUSTRIES - LABOURERS

INDUSTRY	1939 WAGE	JANUARY, 1953 - EARNINGS			Percentage above 1939	Remarks
		Basic	C.O.L.A.	Total		
MOTOR	£1. 6. 0. 48 hour week	£2. 0. 3.	18/9d	£2. 19. 0.	127%	46 hour week
BUILDING	£1. 15. 4. 47 hour week	£2. 0. 0. Plus Holiday Fund, (Paid in Cash)	£1. 10. 0. 2d. per hour	£3. 10. 0. £3. 16. 8.	117%	40 hour week
ENGINEERING	£1. 10. 0. 48 hour week	£1. 14. 6.	16/6d	£2. 10. 6.	68%	46 hour week
FURNITURE	£1. 10. 0. 48 hour week	£1. 17. 6.	76%	£3. 6. 0.	120%	44 hour week
PRINTING	Not regulated	£3. 2. 4.	(Consolidated)	£3. 2. 4.	-	44 hour week
CLOTHING	£1. 10. 0. 48 hour week	£2. 6. 9.	£1. 2. 0.	£3. 8. 9.	129%	42½ hour week
LEATHER	£1. 2. 0. 45 hour week	£2. 0. 0.	81½%	£3. 12. 6.	230%	42 hour week
SWEETMAKING	£1. 0. 0. 48 hour week	£2. 2. 6.	18/9d	£3. 1. 3.	206%	45 hour week

February, 1953.

(Source - Industrial Agreements)

(c) LABOURERS.

A Labourer in the Motor Industry is the lowliest of all employees. Any Labourer who shows aptitude is almost always promoted to the grade of Service Attendant, and it is therefore unlikely that there will be any marked variation in the hourly wages paid to Labourers. The details revealed by the Industrial Council Survey are as follows :-

<u>Area A.</u>			<u>Area B.</u>			<u>Area C.</u>		
1182	@	10½d	195	@	6½d	47	@	6d
139	@	11d	48	@	7d	10	@	6½d
			40	@	7½d	6	@	7d

It would seem from these figures that unskilled labour is prepared to work for the basic remuneration laid down in the Agreement, (plus cost-of-living allowance). However, the Urban turnover in this class of employee is very high, as in the main it consists of raw native labour not yet accustomed to working at a regular job. A comparison of the earnings of Labourers in different Urban industries is given in Table Six, which shows that the Motor Industry pays less than most other Industries. This may be another reason for the relatively high Urban turnover of Labourers, as those who are worth their salt will be paid more than basic rates, or else will transfer to other Industries as soon as opportunities become known to them.

In Rural areas mobility is not so high, because of the same three factors mentioned for Service Attendants, but employers are frequently faced with requests for leave at ploughing time and again at harvest time, when native labourers wish to attend to their small-holdings. Returning again to Table Five in which the result of the Industrial Council's investigation is summarised, it is worthwhile/.....

TABLE SEVEN

COMPARISON OF 1939 AND 1953 EARNINGS IN CERTAIN
URBAN INDUSTRIES - ARTISANS

INDUSTRY	1939 WAGE	JANUARY, 1953 - EARNINGS			Percentage above 1939	Remarks
		Basic	C.O.L.A.	Total		
MOTOR	£6. 12. 0. 48 hour week	£7. 9. 6.	£2. 15. 6.	£10. 5. 0.	51%	46 hour week
BUILDING	£6. 19. 4. 44 hour week	£7. 3. 4.	£4. 18. 4.	£12. 1. 8.	72%	40 hour week
ENGINEERING	£6. 12. 0. 48 hour week	£8. 12. 6.	£5. 3. 7.	£13. 16. 1.	109%	46 hour week
FURNITURE	£5. 16. 0. 48 hour week	£7. 0. 0.	76%	£12. 6. 5.	112%	44 hour week
PRINTING	£6. 6. 6. 46 hour week	£11. 6. 0.	(Consolidated)	£11. 6. 0.	80%	40 hour week
LEATHER	£6. 0. 0. 45 hour week	£6. 5. 0.	81½%	£11. 6. 7.	89%	42 hour week

February, 1953.

(Source - Industrial Agreements)

comparing the Average Weekly Total Pay for each grade of employee in each Area, with the Prescribed Basic Total Pay, as shown.

Expressed as a percentage, the amount by which the average weekly total pay exceeds the prescribed basic total pay, is even more revealing :

	<u>Area A.</u>	<u>Area B.</u>	<u>Area C.</u>
Journeymen	41%	56%	57%
Service Attendants	97%	76%	54%
Labourers	13%	15%	6%

It can thus be seen that Labourers receive on the average, only a little more than the minimum rates prescribed in the Agreement. The average remuneration of Journeymen and Service Attendants, however, is very much in excess of the basic rates laid down. The rates of pay specified in Section 27 of the Agreement cannot therefore be said to bear much resemblance to the average Wages paid to these two latter categories of employee.

In order to compare the position in the Motor Industry with that prevailing in other Urban industries, Tables Six and Seven have been introduced. These Tables reflect a comparison of Labourer and Artisan remuneration on a 1939 and a 1953 basis, but it must be remembered that the figures quoted are in each instance the basic rates as stated in the appropriate Industrial Agreement. Such basic rates do not necessarily correspond to the actual amounts being paid in the particular industry, but nevertheless they provide interesting factual information.

In the National Industrial Agreement, Basic Wages and Cost of Living Allowances have been consolidated for Journeymen only. The figure at which consolidation was achieved was not necessarily uniform, as each Division retained the right to fix its own Wage rates by collective bargaining. The following comparison of the minimum consolidated rates for Journeymen as set out in the National Agreement, with the basic total remuneration payable in the Western Province, is of...

Ø G.N. 4983/52, Section 25.

✓ Appendix, Section 27.

interest, and will doubtless be used as a guide if consolidation is considered by the Industrial Council for the Motor Industry (Cape):-

JOURNEYMEN.

	<u>Area A.</u>	<u>Area B.</u>
Western Province Wage plus C.O.L.A.	£ 10. 5. 0.	8. 6. 0.
Eastern Province Consolidated	11. 10. 0.	10. 10. 0.
Natal "	11. 10. 0.	10. 10. 0.
Transvaal "	11. 10. 0.	10. 10. 0.
Northern Cape "	11. 0. 0.	9. 10. 0.
Orange Free State "	11. 10. 0.	10. 10. 0.

Wages for Service Attendants and Labourers have not been consolidated with cost-of-living allowances, and the figures quoted in the following comparative tables are in respect of basic wages only. Cost-of-living Allowance in accordance with War Measure 43/1942 should be added in each case:-

SERVICE ATTENDANTS.

	<u>Area A.</u>	<u>Area B.</u>
Western Province	£ 2. 6. 0.	1. 10. 8.
Eastern Province	2. 17. 6.	2. 6. 0.
Natal	2. 2. 0.	2. 2. 0.
Transvaal	2. 1. 9.	1. 3. 6.
Northern Cape	2. 1. 9.	1. 3. 6.
Orange Free State	2. 1. 9.	1. 3. 6.

LABOURERS.

	<u>Area A.</u>	<u>Area B.</u>
Western Province	£ 2. 0. 3.	1. 4. 11.
Eastern Province	1. 18. 4.	1. 10. 8.
Natal	1. 3. 0.	1. 1. 0.
Transvaal	1. 16. 0.	1. 0. 6.
Northern Cape	1. 7. 6.	1. 2. 0.
Orange Free State	1. 16. 0.	1. 0. 6.

It is apparent at once, that there is by no means the same measure of uniformity in the prescribed wages of Service Attendants and Labourers, as has been achieved in respect of Journeymen. It is probable that one of the major points in the future policy of the Motor Industry Employees' Union, will be to endeavour to raise basic wages to a uniform level for the same category of employee in all comparable Areas. However, there will obviously be considerable opposition from employers to any move aimed at increasing their wages bill, notwithstanding the differences revealed in the above schedules. It should also be remembered that the figures quoted above are the basic rates given in the Agreement/...

which constitute a minimum only, and are not necessarily an indication of the wage actually paid.

Ø That portion of Section 27 dealing with the Wages of Apprentices merely re-states the remuneration as prescribed in terms of the Apprenticeship Act (No. 37 of 1944).. It was decided to include it in the Agreement for the information of Employers, and also because it was necessary to prescribe Overall and Tool allowances as shown. All Apprentices are entitled to Overall allowances, but only 4th and 5th year apprentices draw a Tool allowance, as it is held that only at that stage of their training do they become competent to work on their own. This is not necessarily true, however, and the more far sighted employers encourage Apprentices to acquire their own Tools gradually, from an early stage in their Apprenticeship, - usually by providing XX such tools at cost price, and on extended credit terms.

CHAPTER TWENTY-TWO

RATIO OF MOTOR VEHICLE STRIPPERS

It has already been mentioned that the Union in the Western Province is opposed to the introduction of any form of operative or semi-skilled labour. Consequently when the provision of a Motor Vehicle Stripper was sought by the employers, the Union strenuously opposed the suggestion. During the process of bargaining, however, the issue was conceded to the Employers, but on terms and conditions which severely restricted the usefulness of this grade of employee.

On Page 6 of the Industrial Agreement (see Appendix) the definition of Motor Vehicle Stripper is quoted as follows :-

"Motor vehicle stripper" means an employee who removes and replaces cabs, bodies, bumpers, mudguards, doors, bonnets, radiators, valances, shells, grilles, running-boards, body-mouldings, window frames, lamps, seats and trim-panels and strips seat covers for repair; and removes springs for repair, but may not replace springs.

Ø Appendix, Page 14.

XX See also Chapter 17.

Appendix, Section 28.

It is at once obvious that the function of a Stripper is strictly limited. The definition lays down the items upon which he may work, and specifically states removal and replacement only. No repair work can be carried out by a Stripper, and he is not allowed to touch engine components. Furthermore in terms of the Agreement at least four Journeymen must be employed before a Stripper can be engaged. Bearing in mind that his work is mainly the removal and replacement of body components, it means that a Stripper can only be of real use in an establishment large enough to warrant the employment of at least four Journeymen. Even so, it is problematical whether a Stripper could be fully employed on his limited range of duties, except perhaps in a fairly large panel-beating establishment dealing extensively in body repairs to motor vehicles.

It is interesting to note how the Wages laid down in Section 27 of the Western Province Agreement compare with the provisions of the National Agreement :-

Wage per hour :	<u>Western Province</u>			<u>National</u>	
	<u>Areas</u>			<u>Areas</u>	
	A.	B.	C.	A.	B.
During first 3 months	1/10d	1/7d	1/4d	1/-	1/-
Thereafter	2/1d	1/10d	1/7d	1/3d	1/3d

From the above comparative wage rates, it would appear that the employers in the Western Province paid dearly for the doubtful privilege of being able to employ a Stripper. Under the National Agreement, one Stripper may be employed if one Journeyman is employed, and one additional Stripper for every four Journeymen in excess of four. An advantage of the National Agreement, however, is the provision of two grades of Stripper, one for body components and one for engine components. This matter will be further discussed in Part Four, Chapter ~~Four~~.

CHAPTER TWENTY-THREEHOURS OF WORK

The normal working week may be spread over a five and a half day or a five day period, and the following schedule indicates the more usual routine :-

5½ day week:

Mondays to Fridays	8.00 a.m. to 1.00 p.m. 2.00 p.m. to 5.30 p.m.
Saturdays	8.00 a.m. to 11.30 a.m.
(Total - 46 hours)	

5 day week:

Mondays to Fridays	8.00 a.m. to 1.00 p.m. 1.30 p.m. to 5.30 p.m.
(Total - 45 hours)	

It will be noticed that the five day week schedule only gives half an hour lunch interval, and that this conflicts with the provisions of paragraph (1)(c) of this Section of the Agreement. Each employer wishing to work to a half hour lunch schedule, therefore, must obtain exemption from the provisions of this paragraph, by making application to the Industrial Council under Section 4 of the Agreement.

Generally speaking, the larger workshops have been able to operate a five day week very satisfactorily. Such workshops depend on a constant flow of work to keep every employee occupied, and it had been found in the past that relatively few customers wanted workshop attention on Saturday mornings. Mechanics were not fully employed, and overhead costs were mounting up rapidly. The decision to introduce an optional five day week, therefore, was welcomed by both employers and employees in this type of Firm. It was not practicable to cease all repair facilities on Saturday mornings, however, and arrangements were made for skeleton staffs, chosen on a roster basis, to work on Saturday mornings. The roster usually provides for one Saturday morning at work in every four weeks. The first hour of such work is paid for at normal/ ...

Ibid., Section 29.

time rates, as the five day week schedule of 45 hours still leaves one hour to spare, before overtime becomes payable. The remaining two and a half hours of the Saturday morning's work are paid for at the "time and a half" overtime rate applicable under Section 17, paragraph (2)(a) of the Agreement.

Essential servicing facilities are thus maintained for the public and the overtime earned by the skeleton staff, on duty once in every four weeks, more than compensates them for the fact that the other three working weeks are only 45 instead of 46 hours each.

The hours of work of Service Attendants and Labourers may be arranged in shifts. Each shift should not exceed eight and a half hours per day, otherwise overtime becomes payable. Similarly the total number of hours worked should not exceed forty-six per week, - overtime at $1\frac{1}{2}$ times normal rate being payable thereafter. Any work carried out on a Sunday by this class of employee, is paid for at $1\frac{1}{3}$ times normal rate, if it falls within the total of 46 hours per week; thereafter Sunday work is at double time.

The basic reason for allowing shift work by Service Attendants and Labourers is to provide petrol sales' facilities for the public at all hours. It can readily be seen, however, that whilst it may be possible to so stagger the hours of employees that no overtime is payable on weekdays, it is impossible to avoid overtime payment on Sundays at either one and one-third, or double normal rates. As no extra profit can be obtained from Sunday sales, the provision of petrol facilities at week-ends is only a paying proposition if a relatively large number of gallons can be sold.

CHAPTER TWENTY-FOURWATCHMEN

This section of the Agreement is self-explanatory, but it should particularly be noted that whilst a watchman may work for a maximum of 84 hours a week, (i.e., to include night and week-end work), he must be paid at time and a half rates for all hours in excess of the normal 46.

In the National Industrial Agreement, an additional provision is made entitling any such employee to one free night on full pay, after working for fourteen consecutive nights.

CHAPTER TWENTY-FIVELETTING AND SUB-LETTING OF PREMISES

It may perhaps be wondered why the Council should be interested in the letting and sub-letting of premises. The answer is to be found in the provisions of Section 8 of the Agreement covering the registration of employers. In terms of this Section, the employer's name and business address are registered by the Council, but there is no control over his subsequent actions in say, sub-letting a portion of his workshop to any independent operator. Thus it might happen that the proprietor or lessee of an established garage could sub-let a section to someone else, who would carry on an independent business on the same premises, using the same trading title and operating under the one Garage Licence.

Section 31 is designed to deal with cases of this nature, by making it an offence to let or sub-let any portion of the premises to any other person in the Motor Industry, without the permission of the Industrial Council. Employers in the Industry are thus "protected" from any mushroom firm operating under the aegis of a licensed garage, but without premises, equipment, or licences of its own, and which might be in a position to cut prices, or otherwise adversely affect established firms.

Ø Ibid., Section 30.

/ Ibid., Section 31.

⊠ Ibid., Page 8.

The restriction thus imposed is not an absolute bar to the entry of new firms into the Industry. Any firm establishing itself in separate, duly licensed premises, is free to apply to the Industrial Council for registration under Section 8 of the Agreement. The effect of Section 31, however, is to make it virtually impossible for new firms to enter the Motor Industry without a certain minimum capital outlay necessary to obtain premises and equipment of their own. To this extent, therefore, the Employers' Association is able to use the Industrial Council to protect its members from the competition of certain small embryo garage operators.

Commenting on actions of this sort in his book "Collective Bargaining," Professor W.H. Hutt states :-

"Any group of persons together owning some portion of the factors of production, may gain by keeping out of operation certain factors of production owned by others ... Thus their gain will be accompanied partly by loss to those excluded from co-operating in the task, and partly by loss to those who buy the commodity, who will have to pay a higher price " (i.e., the consumers). O

CHAPTER TWENTY-SIX

PRESUMPTIONS

Close examination of the wording of this Section of the Agreement shows that it throws the onus on the employer to prove that any employee on his premises was not "working." In the event, therefore, of a dispute arising concerning hours of work, or overtime, or any such matter where evidence of fact is necessary, the presumptions contained in this Section apply in favour of the employee, unless proof to the contrary is available.

CHAPTER TWENTY-SEVEN

SICK BENEFIT FUND

The Sick Fund was first established in 1946 to provide "medical benefits to Journeymen and their dependants during periods of illness."

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- O Appendix, Section 34.
 - I Ibid., Section 35.
 - A G.N. 2436/46.

The provision of such a Fund had long been a major point of Union policy, but instead of financing it solely by subscriptions from Union members, they hoped to be able to persuade the Employers to share in the cost. During the collective bargaining that preceded the 1946 Agreement, the Employers agreed to the establishment of the Fund, and accepted the principle that each employer should contribute a small amount weekly for every journeyman member of the Fund employed by him.

☐ The term "Journeyman" is defined in the current Agreement, but for the purpose of this Section, there are two main categories :-

1. All Grade A. members of the Union.
2. Any non-member who has served an approved Apprenticeship.

These two categories, together with their dependants, (as defined in sub-Section (3), Page 16, of the Agreement), are the only beneficiaries of the Fund. A small number of employees who perform the work of Journeymen, but who did not serve Apprenticeship, and who are not yet acceptable as Grade A. members of the Union, are ineligible for membership.

For all practical purposes, membership of the Fund is the prerogative of Grade A. members of the Union and their dependants, - the number of other eligible members being very small in comparison. This point is of great importance to the Union in its campaign to improve its membership amongst Artisans in the Western Province, as possession of a Grade A. Membership Card automatically confers eligibility for membership of the Fund, upon those Artisans who may not have served a recognised apprenticeship.

Eligibility for membership, and actual membership, are virtually the same thing, as in terms of sub-Section 4, all Journeymen must apply for membership of the Fund. A membership card is issued upon registration, and after paying contributions for twelve successive weeks, the member is entitled to the prescribed/.....

☐ Appendix, Page 3.

☐ Appendix, Section 35, sub-Section 6.

TABLE EIGHT

COMPARISON OF SICK FUND CONTRIBUTIONS

<u>RATE PER WEEK</u>	<u>WESTERN PROVINCE</u>	<u>TRANSVAAL & O.F.S.</u>	<u>NATAL</u>	<u>EASTERN PROVINCE</u>
Employer	1/-	1/6	1/6, 1/-, 6d	1/6, 1/-
Employee	3/-	2/-	1/6, 1/-, 6d	1/6, 1/-
Dependent	Nil	1/-	Nil	Nil

NOTES:

1. Western Province, Transvaal & O.F.S. Funds open to Journeymen only.
2. Natal Fund open to all Employees earning basic wage of £2 per week and over.
3. Eastern Province Fund open to Journeymen and semi-skilled labour only.

(Source - Industrial Agreements)

February, 1953.

/ benefits for himself and his dependants. It should be noted that benefits for minor dependants cease on their attaining the age of 18 years, or on marriage, whichever is the earlier.

An unemployed member is still eligible for benefit from the Fund, up to a maximum period of two weeks for every past fifty-two contributions. Thus a journeyman who has been a member for ten years would be entitled to benefits for a maximum period of twenty weeks if he became unemployed, and was unable to find another job within that time. Sub-Section 4 deals with this matter, and also provides that a member who leaves the Motor Industry must qualify afresh, by contributing to the Fund for twelve successive weeks, if he re-enters the Motor Industry. As a matter of interest, any Journeyman who is no longer subject to the control of the Motor Industrial Council, is considered to be outside the Motor Industry. This may include mechanics working on fleets of transport in various manufacturing industries, and as an example, a mechanic engaged in maintaining the transport of a firm of Biscuit Manufacturers, would be deemed to be in the Baking Industry.

The Sick Fund is maintained by contributions from employers and employees, which are forwarded to the Council by the employer each month. When the Fund commenced in 1946, contributions were fixed at 1/6d per week for each journeyman member, with 1/- added by the employer. This basis has now been revised to 3/- weekly per journeyman member, with 1/- added by the employer.

The reason for the revised basis of contributions was explained by the Secretary of the Industrial Council, who incidentally is also Secretary to the Board of Management of the Sick Fund. Apparently, during 1950, it was found that monthly claims for benefits were tending to outstrip monthly income.

The Fund had originally been started in 1946 with a Capital of £250 loaned from the Accumulated Funds of the Industrial Council, and four years had proved too short a time to build up any /

/ Ibid., sub-Section 8.

Ø Ibid., sub-Section 5.

Ø G.N. 2436/46.

XX Appendix, Section 35, sub-Section 7.

X Industrial Council Records.

TABLE NINE

CAPE MOTOR INDUSTRY SICK BENEFIT FUND

Review of Period 1.1.52 to 21.11.52 (46 weeks)

1. Average weekly number of members 1,400
2. Total Income for the period £ 12,970
3. Total Benefits paid during the period £ 10,235
4. Analysis of Benefits paid :-
 - (a) Medical Accounts £ 5,427
 - (b) Chemists' Accounts .. 1,935
 - (c) Sick Leave Pay 2,311
 - (d) Maternity Grants 562
5. 56% of members submitted Medical Claims
43% of members submitted Chemists' Claims.
6. An average of 27 members per month claimed Sick Leave Pay
7. An average of 10 dependants per month claimed Maternity Grant
8. Doctors' Fees varied from 9/6d to 12/6d per ordinary Consultation,
and from 12/6d to 21/- per Night Visit

(Source - Industrial Council)

reasonable reserves. The initial basis of subscriptions had been arbitrarily determined, but the Fund had proved to be very popular, and an increasing number of claims had been submitted each year. This was particularly the case in so far as dependants were concerned, and there was therefore a real danger that the Fund would be unable to honour its commitments unless financial reorganisation was effected.

Actuarial advice was therefore taken, and it was found that 4/- per member was the minimum amount necessary to maintain benefits at the existing level. The employees hoped that the employers would be prepared to share this amount with them, but the latter made it very clear that they expected those reaping the benefits to pay the extra cost. Consequently, the employers' contribution remained at 1/- per member per week, and the employees' contribution was raised to 3/-.

Table Nine reflects details obtained from the records of the Fund. It shows that on the revised basis of contributions, revenue during the period was about 26% above the amount paid out in benefits. After the deduction of operating expenses, (which incidentally average a little less than £100 per month), there would still remain a small surplus to assist in building up reserve funds. The process is a slow one, but the aim of the Committee of Management is to provide Benefits at lowest possible cost, commensurate with a balanced budget.

To obtain some idea of the financial assistance given to members of the Fund, it is necessary to study sub-Sections 8, 10, and 11 of Section 35 together. Sub-Section 8 details the main medical Benefits, and these can be summarised as follows :-

<u>BENEFITS</u>	<u>MAXIMUM AMOUNT PER YEAR</u>
1. Medical attention by General Practitioner	£ 20
2. Medicines etc. prescribed by General Practitioner	£ 10
3. Hospital expenses, etc.	£ 10
4. Maternity Grant	£ 5. 5. 0.

A Member of the Fund can therefore obtain a maximum of £40 per annum in Medical Benefits for himself, and his dependants, plus a further five guineas on the birth of each child. In addition, the member receives sick pay in terms of sub-Section 11, for a maximum period of twenty-six weeks, based on half the basic rate of pay as prescribed in the Agreement. The amounts payable under this sub-Section are illustrated hereunder :-

	<u>AREA A.</u>	<u>AREA B.</u>	<u>AREA C.</u>
Basic wage per hour	£ 0. 3. 3.	0. 2. 6.	0. 2. 0.
Basic wage per 8½ hour day	1. 7. 7½.	1. 1. 3.	0. 17. 0.
Basic wage per 46 hour week	7. 9. 6.	5. 15. 0.	4. 12. 0.
Sick pay per day	0. 13. 10.	0. 10. 9.	0. 8. 6.
Sick pay per week	3. 14. 9.	2. 17. 6.	2. 6. 0.

To avoid frivolous claims on the Fund, no sick pay is allowable for the first three days of any member's illness or incapacitation. This proviso is also a deterrent to malingering.

It should be noted that all members are entitled to the same maximum amount of Medical Benefits, but the rate of Sick Pay varies in accordance with the basic wage in Areas A., B., and C. It is submitted that in a scheme of this nature, (which is virtually a sickness Insurance in which all members pay the same weekly premium), it is more equitable to pay the same amount of sick pay to each contributor, and not to tie benefits to any extraneous factor, such as wages. The system as at present operated gives an Area A. journeyman greater cash benefit in the form of sick pay, than the Area B. or Area C. member. In actual normal earnings, however, there might be little or no difference between particular members in these three areas. Most commercial insurance policies covering sickness and accident benefits state a fixed sum (i.e., £6 per week), which is payable, irrespective of the wage rate of the insured person.

The remaining sub-Sections of Section 35 deal with administrative matters, but it is worth noting that the Industrial/.....

Council remains the ultimate controlling authority, with administrative powers delegated to the Management Board of the Fund.

In other major centres of the Union where Motor Industrial Councils have been established, Sick Benefit Funds have been brought into operation. The general policy of all these Funds is similar, but the Benefits available to members vary considerably in detail. An attempt has been made in Table Ten to compare Benefits available in the Western Province with those of the Transvaal, Orange Free State, Natal and Eastern Province, but for complete comparative details, it is necessary to refer to the following Gazettes :-

Transvaal and O.F.S. G.N. 952 in G.G. 4165, dd. 20.5.49

Natal G.N. 1922 in G.G. 4912, dd. 22.8.52

Eastern Province G.N. 1988 in G.G. 4918, dd. 29.8.52

It is intended in due course to endeavour to negotiate a National Sick Benefit Fund to be administered concurrently with the National Industrial Agreement, by the National Industrial Council. At the same time, it is hoped to widen the scope of the Fund to cover other categories of employees in addition to journeymen. If and when this can be brought about, the existing Regional Funds will be merged, and presumably a standard schedule of contributions and benefits will be devised for the whole Industry.

CHAPTER TWENTY-EIGHT

ASSEMBLY PLANTS

There is only one Assembly Plant operating in the Western Province at the present time. It is situated at Paarden Eiland, an Industrial suburb of Cape Town, and is owned by the Atkinson-Oates Group. A second Assembly Plant is under construction at Blackheath, for the Austin Motor Company, but this will not be in operation until the end of 1953.

The Paarden Eiland plant has a mixed assembly line for the production of American and British cars and vans. Chrysler, De Soto, Dodge and Plymouth are the American makes, with Humber, Hillman and/ ...

See Part Four, Chapter Five.

Information obtained by personal visit to Assembly Plant

TABLE TEN
COMPARISON OF SICK FUND BENEFITS

B E N E F I T	WESTERN PROVINCE	TRANSVAAL & O.F.S.	NATAL	EASTERN PROVINCE
Medical Attention by General Practitioner	Up to £20 p.a.	No limit	No limit	Up to 10/- per visit.
Prescribed Medicines and Drugs, etc.	Up to £10 p.a.	No limit	No limit	No limit
Hospital and Associated Expenses	Up to £10 p.a.	Up to £10.10.0. p.a.	Up to £10.10.0. p.a.	Up to £15 p.a.
Maternity Grant	£5. 5. 0.	£5. 5. 0.	Variable, but not exceeding £5. 0. 0.	£5
Sick Pay (formula)	50% of basic wage	Variable, but not exceeding 75% of basic wage	Variable, but not exceeding 75% of basic wage	50% of basic wage.
Sick Pay Duration (maximum)	26 weeks	Sickness - 78 working days Accident - 156 working days	60 days	26 weeks

(Compiled from Sick Benefit Fund Agreements)

February, 1953.

and Commer as the English types. Production averages fifteen units per working day.

Assembly Plants operate on a "line" basis. At one end of the factory the crates of components are opened, and these are then fed into assembly lines. There is usually one line assembling the chassis and engine components, whilst another line builds up the body. At some point the two lines meet, the body and chassis are bolted together, and the unit goes forward as one, until the completed car is ready for testing.

The work performed is purely in the nature of fitting components together. The components are for the most part manufactured overseas, but certain items such as glass, seating, sun visors and other accessories, are made in the Union. The engines arrive in a built up condition ready for mounting into the chassis, so that none of the assembly operations require any greater skill, than that acquired by constant repetition.

The terms of the Western Province Industrial Agreement are not intended to cover the operation of Assembly Plants, as these operate almost exclusively on semi-skilled labour. Furthermore, the circumstances of each assembly plant differ in relation to one another, and also in relation to each new model assembled. Labour is engaged on a casual basis and any rigid interference with the right of the management to organise labour to the best advantage, might result in severe dislocation of a carefully timed assembly programme.

It is true that the definition of Motor Industry, as shown on Page 5 of the Agreement, covers Assembly operations. The definition, however, is permissive, and not mandatory. If the Industrial Council in the Western Province sought to extend its control to cover Assembly Plants, this could probably be arranged, provided that both the Employers' Association and the Union were representative of such establishments, (i.e., the majority of employers and employees being members of their respective organisations). Suitable amendment to the Industrial Agreement would of course be necessary to cover Assembly activities.

Information obtained by personal visit to Assembly Plant.

In the meantime, however, with the full knowledge and consent of the Department of Labour, the Assembly Plants in the Western Province, (and certain others throughout the Union) are excluded from Industrial Council control, and merely subjected to the provisions of the Factories Act.

The staff at Paarden Eiland is a mixture of all races, on the following basis :-

	<u>Male.</u>	<u>Female.</u>
Europeans	200	20
Coloured	18	-
Native	95	-
<u>Total</u>	<u>313</u>	<u>20</u>

A five day, 45 hour week, is worked, and experience has shown that Native operatives after training, are better able to handle repetition work than either Coloured or European workers. One explanation offered is that they are less influenced by monotony, on this type of operation.

Europeans, Coloureds, and Natives, perform the same type of work. The only distinction between the races is that a European generally supervises the work of his group of two or three Native or Coloured workers. The European is a worker himself, however, in the nature of a charge hand, although not officially designated as such.

The various operative functions are classified purely in accordance with the work done, and the nomenclature bears little resemblance to any designated trade in the Motor Industry. In the painting section, for example, can be found Sprayers, Flatters, Scuffers, and Polishers. In the Seat Making department, there are Cutters, Trim Assemblers, and Machinists (Females). In addition, there are such grades as Body Assemblers, Chassis Assemblers, and Welders.

The Production Manager states that it takes from nine to twelve months for a man to become proficient at his particular job.

The rates of pay when deemed proficient are on the following average basis :-

	<u>Europeans</u>	<u>Others</u>	<u>C.O.L.A.</u>
Ø Male Operatives	2/9 p.h.	1/3 p.h.	60%
Female Machinists	2/- p.h.	-	60%
Labourers	-	10½d p.h.	60%
Mechanics	3/3 p.h.	-	60%

Ø Only one or two mechanics are employed to make final adjustments to engines whenever necessary, and if any major mechanical work is required it is usually done by an Associate Company which operates a fully equipped Garage nearby. It is seldom, however, that such outside assistance is necessary, and then usually in the case of accidental damage to engines.

There are no Staff Associations within the Firm, although a number of the European employees have joined the Motor Industry Employees' Union. The operation of the "closed shop" is not an issue, as the Assembly Plant does not fall under the jurisdiction of the Industrial Council.

Ø From the Labour aspect, perhaps the most interesting factor is that all Employees are unskilled workers on engagement, and then trained on the job to perform specific functions. There is little or no racial discrimination in the actual work, but considerable difference in the wages paid to Europeans and to non-Europeans. This would seem to indicate that non-Europeans could carry out most of the functions at present performed by operative European labour, if competence at the job was the sole criterion.

Before concluding this Chapter, it should be mentioned that a small amount of Assembly work on a different scale is carried out by various other Firms in Cape Town. Such work is minor in comparison to the Atkinson-Oates' plant, and consists more or less of fitting parts which have been removed from vehicles for ease of transport by sea. The definition of New Motor Vehicle Assembler, on Page 6 of the Agreement, covers employees engaged on this work, and the minimum rate of pay is specified in Section 27.

Ø Ibid.

CHAPTER TWENTY-NINEMANUFACTURING ESTABLISHMENTS

There are very few Firms manufacturing components for the Motor Industry in the Western Province, the little activity of this nature being wholly centered in the Cape. The pressing of car number plates, the rebuilding of radiators, and small scale production of welded exhaust silencers, are probably the only manufacturing operations carried out in this area - even these can hardly be described as "manufacturing operations" in the fullest sense of the term.

A small number of batteries is produced locally, but these are not specifically for the Motor Industry. Minor accessories, such as seat covers and licence holders, are being made, but for the most part, the Industry is engaged in Service and Maintenance, as distinct from Manufacturing operations.

The Industrial Council has, therefore, not found it necessary to make any provision for special grades of operative labour for manufacturing operations. It should be noted, however, that the definition of Motor Industry on Page 5 of the Agreement includes, inter alia,

" the business of manufacturing establishments wherein are fabricated motor vehicle parts, and/or spares, and/or accessories, and/or components thereof;"

Hence the Council would be legally entitled to exercise its jurisdiction over such establishments at any time.

As a matter of interest, one or two Firms are engaged on body building operations, and are controlled by the Industrial Council. A special definition of the work that can be performed by a Labourer in a workshop of this nature, was incorporated in the Industrial Agreement, for the benefit of these Firms. (See Definition of Labourer in relation to motor body building establishments - Appendix, Page 5).

CHAPTER THIRTYDISTRIBUTIVE WORKERS

The Western Province Industrial Agreement makes no provision for Distributive Workers. This category includes persons such as Clerical Workers, Storemen, Salesmen and Travellers, whether engaged in Wholesale or Retail establishments.

To gain some idea of the number of such workers engaged in the Motor Industry, it is only necessary to think of the vast amount of administrative work necessary to keep technical departments, such as workshops, in operation. Job Cards, time sheets, wage registers, invoices - all these are part and parcel of the average garage routine, and all need preparation and compilation. Spare parts must be ordered, catalogued, indexed and recorded. Vehicle dealers need car salesmen; Spare Part dealers need Storemen, Counter Hands and Travellers. Every business has need of some clerical assistance, and even in the very small, one-man type of garage, the proprietor's wife often lends a hand with correspondence and bookkeeping.

All these grades of employee are lumped into the generic group of Distributive Workers, as far as the Motor Industry in the Cape is concerned, and in the absence of any specific provisions in the Industrial Agreement, their conditions of service are governed by Wage Determinations. Wage Determination No. 70 is applicable to the principal towns of the Union, and in the Western Province, this includes the area of greater Cape Town (i.e., from Bellville in the North, to Fish Hoek in the South).

Ø Other Wage Determinations of a similar nature are applicable to the major rural areas of the Western Province, the main point of difference being in regard to wage rates.

The Employers' Association has long felt the necessity to make provision for such workers in the Industrial Agreement for the Motor Industry (Cape). From the Employers' point of view, this would mean that the Industrial Council would be the /

Ø Wage Determinations Nos. 87 and 131.

one controlling body for all workers in the Industry. This would strengthen the Industrial Council, and at the same time remove the present anomaly whereby the Distributive Group of workers in the Industry, is subject to different conditions of employment, when compared to the Workshop Group. The Employers also fear that the National Union of Distributive Workers will take active steps to organise employees, and may eventually be able to force the Employers to accept control of such workers by a separate Industrial Council, possibly established on a National basis.

From time to time, suggestions have been put forward aimed at organising Distributive Workers in the Cape Town section of the Motor Industry, but so far, no positive results have accrued, for the following reasons :-

- (a) Distributive workers show a marked disinclination to be organised into any Union or Association. They maintain that the nature of their work is not peculiar to the Motor Industry, and that they wish to be free to come and go, as they please, without any form of Union Control.
- (b) Such workers are, in the main, well paid and contented with their lot. If they feel otherwise, they maintain that alternative employment is far more readily available to them as free-lance applicants. They allege that to be organised into a Union would curb their individual bargaining power, which they value highly.
- (c) The Motor Industry Employees' Union is averse to bringing "white collar" workers into its ranks. It is feared that by their numbers, they might change the present nature of the Union, to the detriment of the Artisan categories. Furthermore, the Union views the "white collar" workers with suspicion, and feels that such workers, being more/.....

used to collaboration with the employers, would change the militant nature of the Union, and that this in turn would gravely weaken its bargaining power. This suspicion is, of course fostered by the difference in outlook and mentality between the two groups.

A Motor Industry Staff Association has been formed to organise Distributive Workers elsewhere in the Union, but so far, its activities have not met with a great deal of success. When the National Industrial Agreement for the Motor Industry was published in December, 1952, it incorporated provision for Distributive Workers. The Department of Labour, however, made it quite clear that whilst they were satisfied that Employers were fully represented by the Employers' Association, they were not satisfied in regard to the representative position of the Staff Association. The Agreement was gazetted by the Minister on the understanding that the Staff Association would achieve a membership of at least 50% of Distributive Workers in the Motor Industry within a short while. This aim, however, has not yet been reached, and the position is being closely watched by the Labour Department.

In so far as the Western Province is concerned, it is likely that the Staff Association will endeavour to extend its activities to Cape Town in the near future. It is doubtful whether it will meet with much success, however, as Distributive Workers in this area feel that they do not need the assistance of a Union in their negotiations with Employers.

It has been suggested that these employees might appreciate membership of the Sick Benefit Fund, but most employers continue to pay full wages to any such member of their Staff who is absent through illness. On the whole, therefore, there does not seem to be any inducement at present, strong enough to persuade Distributive Workers to relinquish their traditional independence, in favour of participation in the Motor Industrial Council.

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PART FOUR

SOME RECENT NATIONAL

DEVELOPMENTS

IN THE

MOTOR INDUSTRY

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I N D E X T O P A R T F O U R

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CHAPTER ONENATIONAL APPRENTICESHIP COMMITTEE1. ORGANISATION.

The attitude of Employers and Employees in the Western Province towards the important question of Apprenticeship, has been discussed at some length in Parts One and Two of this Thesis.

Prior to February, 1953, there existed nine separate Motor Apprenticeship Committees - one in each of the major towns of the Union. These Committees also had jurisdiction over their surrounding areas, and in this way, the whole of the Motor Industry throughout South Africa was effectively covered. Each of the regional apprenticeship committees was responsible to the Registrar of Apprenticeship, but there was no established Body in the Motor Industry to control and co-ordinate the activities of the various regions.

With the advent of the National Industrial Council, both Employers and Employees felt that a co-ordinating committee was essential, and after full discussion with officials of the Department of Labour, a National Apprenticeship Committee for the Motor Industry was established, in February, 1953. In terms of the new Regulations, the Regional Committees now take the form of sub-committees responsible to the National Committee, which in turn co-ordinates all Motor Industry Apprenticeship matters for the National Apprenticeship Board. The National Apprenticeship Committee also acts as the mouthpiece of the Motor Industry on all matters relating to Apprenticeship. It is worthy of special note that in so far as Apprenticeship matters are concerned, the Motor Industry is acting on a truly National basis, with all Divisions, (including the Western Province), participating.

The headquarters of the National Apprenticeship Committee are in Pretoria, and its jurisdiction covers the whole of the Motor Industry in the Union of South Africa. The South African Motor Industry

Ø G.N. 316 dated 13.2.53.

/ See G.N. 36/1945.

Employers' Association represents the views of Employers, and the Motor Industry Employees' Union the views of Employees. One Employer member and one Employee member have been appointed to the Committee from each of the seven Regions into which the Motor Industry has been sub-divided, as under :-

- (a) Cape Western Region
- (b) Border Region
- (c) Cape Eastern Region
- (d) Northern Cape and Orange Free State Region
- (e) Natal Region
- (f) Southern Transvaal Region
- (g) Northern Transvaal Region

The National Committee meets periodically in Johannesburg to deal with matters of National Policy affecting Apprenticeship in the Motor Industry. It does not deal with routine applications for Apprenticeship, these being handled directly by the Regional sub-committees, and referred to the Registrar for approval. The delegated powers of the Regional sub-committees can be summarised as follows :-

1. To investigate and report to the National Committee on all matters which may be specifically referred to them from time to time.
2. To perform within their own area and jurisdiction, all the powers, duties and functions, vested in the National Committee by the Apprenticeship Act, with the exception of certain matters affecting the Motor Industry as a whole, which are specifically reserved by the National Committee for its own attention.

Each of the Regional sub-committees is composed of an equal number of representatives of the Employers' Association and the Trade Union, under an independent Chairman. (In the Western Province, the Chairman is Mr M.C. du Plessis, a retired Magistrate.) The sub-committees meet monthly, as a rule, but special meetings may be called by the Chairman at any time.

2. CONDITIONS OF APPRENTICESHIP.

In Government Notice No. 959 of the 8th May, 1953, the Minister of Labour gave notice of his intention to withdraw all the regulations governing conditions of Apprenticeship which had in the past been

See G.N. 959/53 - Section 3(e).

Apprenticeship Act 1944, Section 11.

gazetted for the nine committees previously existing in the Motor Industry. At the same time, the Minister gave notice of a new list of Designated Trades and Conditions of Apprenticeship which it was intended to apply through the jurisdiction of the National Apprenticeship Committee for the Motor Industry.

The proposals set forth by the Minister in the above Government Notice reflect the decisions reached by the National Apprenticeship Committee, which was faced with the urgent task of :-

- (a) Formulating on a National level, conditions of apprenticeship which incorporated the salient features of the conditions previously existing in the nine separate committees.
- (b) By mutual agreement between Employers and Employees, bringing the National conditions of apprenticeship more into line with developments in the Motor Industry.

This latter point involved, amongst other things, the compilation of a revised list of "Designated Trades," which would be subject to the provisions of the Apprenticeship Act. Table One shows the list of trades as published in the Gazette, together with the period of apprenticeship applicable in each case. For comparative purposes, the old list of designated trades applicable in the Western Province, is shown hereunder:

	<u>TRADE</u>	<u>PERIOD</u>
1.	Acetylene and/or Electrical Welding	5 years.
2.	Blacksmithing and/or Forging and/or Springmaking	5 "
3.	Bodymaking	5 "
4.	Fitting and Turning	5 "
5.	Motor Battery Mechanic	5 "
6.	Motor Electrician	5 "
7.	Motor Mechanic	5 "
8.	Painting and Spraying	5 "
9.	Sheet Metal Working	5 "
10.	Trimming	5 "
11.	Vulcanising and Reconditioning Tyres	3 "

It will be noticed that the trade of Motor Battery Mechanic is no longer a designated trade in terms of the new proposals, and that new designations of Diesel Mechanic, Motor Cycle Mechanic, and Toolmaking, have been introduced. Apart from this, the remaining changes are mostly in nomenclature, and combination of trades. The nett result is to modernise and enlarge the Apprenticeship system to conform to the

Ø Source - Apprenticeship Committee.

greater specialisation which is a feature of the present-day Motor Industry.

3. QUALIFICATIONS.

Ø The new regulations provide for a minimum age of 15 years, and Standard 6 educational certificate, before an apprentice can be indentured. The previous educational limit was Standard 7, and it was with mixed feelings that the National Apprenticeship Committee agreed to recommend the lowering of this standard. On the one hand, it was felt that lowering the educational qualification would lead to a lowering of the standard of artisan skill. On the other hand, it was realised that competition amongst the various industries for the services of European youths was very keen, and that the Motor Industry would have to fall into line with other industries in this regard. The introduction of pre-apprenticeship training courses at Technical Colleges throughout the Union, was a factor which would help to bridge the gap between Standard 6 and the theoretical education of Apprenticeship, but the main concern of the Committee was to attract as many apprentices as possible, to the Motor Industry. In this regard, the fact that the General Engineering Apprenticeship Committee had already recommended Standard 6 as a minimum educational qualification for Engineering Apprentices, was an important factor in influencing the National Apprenticeship Committee for the Motor Industry to do likewise.

4. REMISSION.

In order that the general standard of Apprenticeship should not become uniformly low, it has always been the policy of Motor Apprenticeship Committees to grant a period of remission to those applicants who were in possession of Educational Certificates above the minimum, or who had obtained practical workshop experience. The proposed new regulations continue this procedure by granting

TABLE TWO
National Apprenticeship Committee
for the
Motor Industry

Wage Rates for Apprentices

(a) In five-year Apprenticeship Trades :-

	<u>Area A.</u>	<u>Area B.</u>
First year	£ 2. 0. 0.	£ 1. 15. 0.
Second year	2. 8. 0.	2. 2. 0.
Third year	2. 16. 0.	2. 9. 0.
Fourth year	3. 12. 0.	3. 3. 0.
Fifth year	4. 16. 0.	4. 4. 0.

(b) In four-year Apprenticeship Trades :-

First year	2. 0. 0.	1. 15. 0.
Second year	2. 8. 0.	2. 2. 0.
Third year	2. 16. 0.	2. 9. 0.
Fourth year	4. 16. 0.	4. 4. 0.

(c) In three-year Apprenticeship Trades :-

First year	2. 0. 0.	1. 15. 0.
Second year	2. 16. 0.	2. 9. 0.
Third year	4. 16. 0.	4. 4. 0.

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Source - G.N. 959/53.

remission from the normal apprenticeship period, on the following basis :-

(a) <u>Certificates.</u>	<u>Remission.</u>
National Standard VII Certificate (Technical)	3 months
National Technical Certificate, Part I	5 months
National Trades School Certificate	6 months
National Junior Certificate (Technical)	7 months
National Technical Certificate, Part II	8 months
National Intermediate Certificate (Technology)	9 months
National Technical Certificate, Part III	10 months
National Senior Certificate (Technology), or National Senior Certificate (Matriculation Exemption)	12 months
Standard IX or equivalent Certificate with Mathematics as a passed subject	6 months
Matriculation or equivalent certificate with Mathematics as a passed subject	9 months

(b) Workshop Practice.

- (i) In Allied or Related Trades - Remission of one month in respect of every 120 hours of practical training related to the trade in which the prospective apprentice is to be indentured, received at a recognised technical Institution, provided that the variation in consequence thereof shall not have the effect of reducing the period of apprenticeship by a period exceeding twelve months.
- (ii) In Semi-related Trades - Remission of one month in respect of every 240 hours of practical training related to the trade in which the prospective apprentice is to be indentured, received at a recognised technical Institution, provided that the variation in consequence thereof shall not have the effect of reducing the period of apprenticeship by a period exceeding twelve months.

4 5. WAGES.

Table Two reflects the proposed weekly rates of wages which will be payable to Apprentices, with effect from the date on which the Minister confirms the revised Conditions of Apprenticeship. For ease of comparison, the present schedule applicable in the Western Province (irrespective of the period of apprenticeship), is given below :-

	<u>Area A.</u>	<u>Area B.</u>
First Year	£ 1. 6. 6.	£ 0. 19. 3.
Second Year	1. 13. 0.	1. 3. 9.
Third Year	2. 4. 3.	1. 12. 0.
Fourth Year	2. 19. 6.	2. 3. 0.
Fifth Year	3. 19. 6.	2. 17. 6.

It will be noticed that the proposed rates are a considerable improvement on the existing rates, particularly in so far

greater specialisation which is a feature of the present-day Motor Industry.

3. QUALIFICATIONS.

Ø The new regulations provide for a minimum age of 15 years, and Standard 6 educational certificate, before an apprentice can be indentured. The previous educational limit was Standard 7, and it was with mixed feelings that the National Apprenticeship Committee agreed to recommend the lowering of this standard. On the one hand, it was felt that lowering the educational qualification would lead to a lowering of the standard of artisan skill. On the other hand, it was realised that competition amongst the various industries for the services of European youths was very keen, and that the Motor Industry would have to fall into line with other industries in this regard. The introduction of pre-apprenticeship training courses at Technical Colleges throughout the Union, was a factor which would help to bridge the gap between Standard 6 and the theoretical education of Apprenticeship, but the main concern of the Committee was to attract as many apprentices as possible, to the Motor Industry. In this regard, the fact that the General Engineering Apprenticeship Committee had already recommended Standard 6 as a minimum educational qualification for Engineering Apprentices, was an important factor in influencing the National Apprenticeship Committee for the Motor Industry to do likewise.

4. REMISSION.

In order that the general standard of Apprenticeship should not become uniformly low, it has always been the policy of Motor Apprenticeship Committees to grant a period of remission to those applicants who were in possession of Educational Certificates above the minimum, or who had obtained practical workshop experience. The proposed new regulations continue this procedure by granting

as Area B. (country districts), is concerned. The new proposals also incorporate a clause whereby if any employer agrees to pay a major apprentice (over 21 years of age), at rates higher than those set out in Table Two, such higher rates of wages shall be reflected in the actual contract of apprenticeship. This serves as a protection to the apprentice, as otherwise, an unscrupulous employer might revert to the statutory rates of pay once the indentures had been signed.

6. EDUCATIONAL CLASSES.

That portion of the proposed new regulations dealing with attendance at Technical Colleges, has already been implemented by mutual agreement between Employers and Employees in the Motor Industry. In summarised form, the regulations provide :-

- (a) That every apprentice shall attend technical classes, or take correspondence courses, until he has passed the National Technical Certificate Part 2. The Minister may grant exemption from this provision, as indeed he may do from any of the other proposed conditions of Apprenticeship. However, any apprentice who fails the N.T.C. 2 examination as a whole, but nevertheless obtains a pass in his Trade Theory and one other subject, is exempted from the obligation to study any further. Thus, although N.T.C. 2 is the target for all apprentices, there is no compulsion to pass the examination, but only to attend classes. In fact, an apprentice can still become a journeyman at the end of his indenture period, without passing a single examination. This may sound fantastic, but it is an unfortunate fact.
- (b) The apprentice is compelled to attend technical classes (where facilities exist), for eight hours per week during the first two years of his Apprenticeship. Such attendance

must, as nearly as possible, be during normal working hours on one or two days of the week. The Employers' Association in the Western Province, however, has voluntarily agreed to allow apprentices three full years of attendance during working hours, in the hope that this will encourage apprentices to apply themselves more diligently to their theoretical studies. An added reason for this gesture by the Employers' Association is to give every assistance to Standard 6 apprentices who might need more time to reach N.T.C. 2 standard. Any apprentice who has not passed at least two subjects of his N.T.C. 2 examination, (one of which must be his Trade Theory), by the end of the three year period, must continue to attend classes outside normal working hours.

- 4 (c) For those apprentices who live twelve miles or more from any Technical College, attendance at classes is not compulsory. Instead, such apprentices must take a correspondence course conducted by the Witwatersrand Technical College and endeavour to qualify for the N.T.C.2 certificate. Once again, however, there is no compulsion on any apprentice to pass any of his examinations, nor indeed is he compelled to do any more than to "apply himself with proper diligence" to his studies, without any really effective penalty for slackness. True enough, as a last resort, the Apprenticeship Committee could recommend cancellation of the apprentice's contract, but "proper diligence" is difficult to define, and a half-hearted effort to do the work would probably get by. In point of fact, there are very many cases on record, of apprentices who have qualified as journeymen after serving the necessary period of indentures, without passing a single examination, or doing more than a minimum of theoretical work.

(d) The Apprenticeship Amendment Act of 1951 made it possible to provide for the Trade Testing of apprentices serving a five-year apprenticeship, at the end of the fourth year. As conditions precedent for this examination, the apprentice must have obtained the N.T.C.2 certificate, and must be recommended by his employer as being practically capable of doing the work of a journeyman. Any apprentice who successfully passes this Trade Test at the end of his fourth year of apprenticeship, is entitled to immediate journeyman status, and to the remission of the final year of his apprenticeship contract. There is thus a definite incentive to the more able apprentices to pass their N.T.C. 2 examinations, and to apply themselves diligently to both their practical and their theoretical work. This, however, does not alter the fact that other, less capable apprentices, can scrape through their five year indenture period, and still become qualified journeymen, without any form of final passing-out examination.

The Employers' Association has long felt that there should be a final qualifying examination for all apprentices, and even annual tests to determine their progress. The Employees' Union, however, whilst supporting the idea of annual progress reports, feels that there are as many inefficient employers as there are inefficient apprentices, and that any form of final qualifying examination could only be applied if each apprentice had been given a uniformly adequate basic training.

In the Western Province, a compromise has been reached on this issue, by referring all unsatisfactory Annual Reports on apprentices to the local Apprenticeship Committee for investigation. The Committee endeavours to ascertain

whether the apprentice is at fault, or whether his tuition is inadequate, and to take appropriate remedial action - if necessary by transferring the apprentice to a different employer.

Ø 7. PAYMENT OF FEES.

The employer is responsible for paying the class or course fees of his apprentices, but he may deduct such fees from the Apprentices' wages at a rate not exceeding 4/- per week. If an apprentice produces a certificate from the Institution concerned, at the end of the year, stating that he has obtained satisfactory marks for diligence and progress, and,

- (a) attended at least 75% of the possible number of classes, or
- (b) satisfactorily completed at least 75% of the full number of correspondence papers,

the employer must refund in full to the apprentice, the amount of fees he has deducted.

In regard to examination fees, a similar procedure is applicable, except that the employer may only deduct that portion of the fee respecting examinations which the apprentice has not passed. In other words, the employer must bear all the examination fees for subjects in which the apprentice is successful.

✓ 8. COURSES OF TRAINING.

The new regulations lay down that every employer who employs an apprentice in a designated trade, shall :-

- (a) give the apprentice the practical training appropriate to his trade, as set out in the regulations;
- (b) as far as practicable, place the apprentice under the regular supervision of an artisan qualified to train him in the trade to which he is indentured.

Table Three gives details of the training laid down for certain trades, and these can be taken as typical examples of the syllabuses which are prescribed for all designated trades in the Motor Industry.

9. GENERAL.

It has been mentioned earlier that the new Conditions for Apprenticeship, as reviewed in this Chapter, have for the most part, already been implemented by regional sub-committees throughout the Motor Industry. The draft regulations were published on the 8th May, 1953, and the Minister called for any objections to be lodged within a thirty-day period. The latest information to hand indicates that only minor alterations were suggested, and that confirmation of the proposals by Notice in the Government Gazette, can therefore be expected in due course.

CHAPTER TWONATIONAL PENSION FUNDINTRODUCTION.

During discussion on the National Pension Fund for the Motor Industry, at the 1953 Conference of the South African Motor Industry Employers' Association, Mr A.D. Lee, Secretary for Labour, expressed the view that the present system of Industrial self government would not be able to survive unless similar enterprising and progressive steps were taken in all Industries. Mr Lee felt that the periodical wages "scrap" between Employers and Employees was not a sound or sure basis on which to build Industrial Legislation, and he congratulated the Association on its far-sighted appreciation of the co-operative rôle of Labour and Capital.

The provision of a Pension Fund for Employees in the Motor Industry was first mooted about three or four years ago, and approved in principle. At that time, it was envisaged that a general scheme operated by an Insurance Company would be sufficient, but further investigation by the Association revealed that such a scheme was relatively rigid, and expensive in its operation. The Motor Industry required a flexible scheme, which could be moulded to its particular requirements rather than a "take it or leave it" type of Commercial policy.

After formation of the National Industrial Council, and whilst negotiations for the National Agreement were proceeding, the Union's negotiators indicated that they were prepared to withdraw their opposition to the introduction of operative labour in workshops, if the Employers' Association would proceed with the plan for a National Pension Scheme forthwith.

A special sub-committee was then appointed to investigate all aspects of the various alternative schemes, and to seek actuarial advice on the most efficient and economical method of operation. A well known firm of Consulting Actuaries was engaged, and the Association's Auditors were also co-opted to assist.

The sub-committee found that a private fund operated by the Industry itself, seemed to be the best proposition. The chief advantages of this method of operation was that it enabled reasonable benefits to be provided at a lower overall cost than an Insurance Company scheme - the main factors in this connection being lower administrative costs and the ability to utilise all profits for the benefit of contributors. Other advantages were the elasticity of a private scheme, as against the rigid terms of an Insurance Policy, and the opportunities offered of strengthening Employer - Employee relationships, through joint managership.

On the advice of the Consultant Actuaries, it was decided that the Fund should function through three entities :-

- (a) An Industrial Agreement, to provide for the collection of contributions;
- (b) A "Fund" to provide the benefits;
- (c) A Private Company to administer the Fund.

The Motor Industry Pension Fund Agreement was published in March, 1953, and made applicable to all six Divisions participating in the National Industrial Council. (The Western Province Division, as a non-participant, was excluded). The Pension Fund Agreement will be analysed in some detail in the next portion of this Chapter, but it should be noted that for the time being, it only applies to

Ø Ibid.

/ G.N. 546 dated 13.3.53.

journeymen members of the Motor Industry Employees' Union, who are employed by members of the Employers' Association. It thus acts as a very powerful magnet to attract labour to "Party Shops," and away from "Non-Party Shops."

Membership of the Pension Fund is compulsory for all journeymen in the above category, for two reasons. In the first place, the Motor Industry Employees' Union wished for compulsory application in order to strengthen their own membership position, and of course, the Employers' Association also stood to gain in membership from this procedure.

In the second place, the Receiver of Revenue would only recognise contributions for Tax relief purposes, if the scheme was of a compulsory nature. Provision has been made in the Pension Fund Agreement, however, for the exemption of any private pension scheme which might have been in operation in individual firms prior to the commencement of the National scheme.

The private Company to administer the Fund, was established outside the aegis of the Industrial Council, in order to ensure continuity of control over the Fund. It will be appreciated that any Management Committee appointed in terms of an Industrial Agreement would derive its authority only for as long as the Agreement remained in force. It was to overcome this difficulty that the Motor Industry Pension Fund (Pty.) Ltd., was formed, the shareholders being the various parties to the National Industrial Council. Each of the shareholders has appointed a Director and an Alternate Director, and in this way, control over the Pension Fund has been established with all the advantages, and none of the disadvantages, that would have applied if it had been operated by the Industrial Council.

THE PENSION FUND AGREEMENT.

Government Notice No. 546 of the 13th March, 1953, gives details of the Pension Fund Agreement negotiated between the parties to the Council. The Agreement is to operate for an initial period

Ø G.N. 546/53 - Section 2.

of five years, and is applicable to all Employers who are members of the Association, and to all Employees who are members of the Union.

/ Membership is compulsory for all journeymen members who have not yet attained the age of 65 years, and who,

- (a) were employed in the Motor Industry at the date on which the Agreement came into force,
and/or
- (b) enter, or re-enter, the Motor Industry as journeymen employees during the currency of the Agreement.

Ø Every journeyman member must contribute 7/6d to the Fund in respect of each Friday of his employment in the Motor Industry. This sum is deducted from the journeyman's wages, and an equal amount is then added by the Employer, who forwards the total contribution to the appropriate Regional Office of the Council, each month. The Industrial Council is allowed to retain two per cent of such contributions to cover its administrative expenses, but the balance must be forwarded to the Motor Industry Pension Fund (Pty.) Ltd. The contributions of any journeyman member are refundable, if and when the employee leaves the Motor Industry, but Employers' contributions are not refundable at any time.

XX The Agreement stipulates that the Fund must be administered in accordance with rules approved by the Council. Such rules must not be inconsistent with the terms of the Agreement, or the provisions of the Industrial Conciliation Act, and a copy of the rules must be lodged with the Secretary for Labour.

XX Should the Industrial Council be dissolved, or should it cease to function during the currency of the Pension Fund Agreement, provision is made for the Minister to appoint the Motor Industry Pension Fund (Pty.) Ltd., to perform the functions of the Council in respect of the Agreement. If the Company is unable or unwilling to discharge such duties, the Minister is empowered to appoint a Trustee to perform the Council's functions.

- / Ibid, Section 4.
- Ø Ibid., Section 5.
- XX Ibid., Section 6.

Ø Provision is also made for the appointment of Agents to assist in giving effect to the terms of the Agreement. In practice, the same Agents who are responsible for ensuring that the terms of the Industrial Agreement are being observed, will also be responsible for seeing that the Pension Fund Agreement is similarly honoured by all parties.

Ø The National Industrial Council, and any Regional Council under its authority, are empowered to grant exemption from any of the provisions of the Agreement. The most important matter under this particular heading, is the question of granting exemption to those firms who were operating their own Pension Schemes, prior to the introduction of the National Pension Fund. Applications of this nature are treated on their merits, but with due regard to the following basic principles :-

- (a) In order to qualify for exemption, the applicant should be required to show that at the date on which the Agreement was published, viz., 13th March, 1953, he had a Pension Fund in operation for which his journeymen were eligible and which had been approved by the Commissioner for Inland Revenue as a "Pension Fund," in terms of the Income Tax Act.
- (b) In the absence of any special circumstances, exemptions should be confined to those journeymen who were already contributing to the employer's scheme at 13th March, 1953, but who should at the same time be given the option of contributing to the Motor Industry Pension Fund.
- (c) The benefits of the employer's scheme should at least be as good as those of the Motor Industry Pension Fund - this aspect to be investigated by the Fund's Actuaries.
- (d) The employer's scheme should contain provisions for the protection of the accrued pension rights of contributors who may leave the employer's service before pension age.

Ø Ibid., Section 7.

Ø Ibid., Section 8.

/ Formulated by the National Industrial Council.

- (e) The application should not be contrary to the wishes of the employee concerned.
- (f) In order to ensure uniformity of treatment in cases of applicants operating establishments in more than one Region, their applications should be referred to the National Executive Committee by the Regional Councils concerned.
- (g) Pending the outcome of any application, Regional Secretaries should be directed by their respective Regional Councils (for the protection of the Fund), to grant provisional exemption to applicants in respect of journeymen already contributing to their particular schemes, the terms of such exemption to make it clear that, during its currency, the journeymen concerned are not entitled to any of the Fund's benefits.

ADMINISTRATION OF THE FUND.

The Pension Fund Agreement specifies that the Fund shall be operated in accordance with Rules approved by the National Industrial Council. These Rules establish that the Fund is a separate entity capable of suing and being sued, and of acquiring, holding and alienating property, whether movable or immovable. For all such purposes, including any legal proceedings, the Fund is to be represented by the Motor Industry Pension Fund (Pty.) Ltd.

The control of the assets, and management of the Fund, are vested in the Company, which acts as Trustee for the Fund. The Company is not required to furnish any security in respect of its administration, but must manage and administer the Fund in accordance with the Rules. Audited accounts must be produced annually, and an actuarial report on the financial position of the Fund must be obtained at intervals not exceeding three years.

Any monies standing to the credit of the Fund, and not immediately required, may be invested at the sole discretion of the Company, upon such terms and conditions and in such manner, as it may

Rules of the Fund, Section 1.

Ibid., Section 3.

from time to time decide. This is a far-reaching provision, giving absolute discretion to the Company, but presumably expert advice will normally be sought before any such investments are made.

Ø The Rules of the Fund clearly establish that the rights of employers to dispense with the services of employees, and the rights of employees to leave the service of their employers, shall not be prejudiced in any way by reason of membership in the Fund. It should also be noted :-

- ✓
- (a) That a member's rights or benefits cannot be ceded, assigned, pledged, transferred, or attached, under any circumstances.
 - (b) That such rights or benefits shall be wholly forfeited to the Fund,
 - (i) If the member is declared insolvent or if he surrenders or assigns his estate in any way for the benefit of his creditors;
 - (ii) If a creditor of the person concerned causes such rights to be attached under a writ of execution.
 - (c) That in the event of any member forfeiting his rights in the manner set out above, the Company may, at its absolute discretion in all respects, pay a sum not exceeding the amount of the rights so forfeited,
 - (i) to the person concerned, such amounts as may be deemed necessary for his support;
 - (ii) to the dependants of such person, any amount or amounts deemed necessary for their support.

The intention of this Rule is obviously to establish that at the discretion of the Company, a member or his dependants may, in case of want, be able to utilise any monies that the member would ordinarily have been entitled to receive from the Fund, notwithstanding the fact that his rights to such monies may have been formally forfeited to the Fund. In this way, a member's pension rights, for example, could not be attached by his creditors, but after forfeiture to the Fund, the Board of Directors could at their discretion decide to continue payments to the member on an ex gratia basis.

• XX Another Rule gives the Company absolute discretion to vary the terms of payment of any benefit to any member, so that such benefit may be paid,

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- Ø Ibid., Section 7(1)
 - ✓ Ibid., Section 7(3)
 - XX Ibid., Section 7(4)

- (a) in instalments;
- (b) wholly or partly to the member's dependents;
- (c) to Trustees, for the benefit of the member and/or his dependents.

This particular Rule is designed to cover cases where the member may be of unsound mind, or a chronic invalid, or addicted to alcoholism, etc. By varying the conditions of payment to suit individual cases, the Board of Directors will apparently endeavour to adopt the course they feel is best suited to the interests of the member and his dependents.

BENEFITS.

Benefits are divided into categories "B" and "C" as shown in Table Four, and contributions are allocated as follows :-

(a) Member's contribution:

1/- to a Death Benefit Fund;
6/6d to the purchase of "B" benefits;

(b) Employer's contribution:

7/6d to the purchase of "C" benefits.

Broadly speaking, "B" benefits are those purchased with the members' own contributions, and "C" benefits are those purchased with the employers' contributions.

The reason for classifying benefits into two categories is to simplify procedure in regard to the allocation of amounts contributed by employers and employees respectively, and to facilitate refunds from the Fund to employees entitled to same.

☐ The death benefit payable to the dependents of a member who dies before retirement is the sum of £250. In addition, however, the contributions which have been applied to the purchase of "B" benefits (6/6d per week), are also refunded with interest at the rate of one-fortieth of the total, for each complete year's contributions. The death benefit, however, automatically ceases when the member retires. In effect, it is a separate insurance cover, whereby for

/ Ibid., Section 6(2)

☐ Ibid., Section 6(7)

1/- per week, the dependents of a member become entitled to £250 if the member dies before retirement.

Ø Provision is made to safeguard the interests of any member who, through accident or ill health, becomes permanently unable to perform any work in the Motor Industry. Such member is entitled,

- (a) To the return of all contributions which have been applied to purchase "B" benefits, plus interest at the rate of one-fortieth of the total for each complete year's contributions received;
- (b) To receive, on reaching pension age, the amount of pension which has been purchased by his total "C" benefits.

/ Should a member of the Fund leave the Motor Industry, and so cease to be a contributor, he is entitled to the return of all contributions applied to purchase "B" benefits. If he has been a member for over five years, he is also entitled to interest on the same basis as set out in (a) above.

■ A member normally becomes entitled to retirement pension on reaching the age of 65 years, but may elect to retire at any time after reaching the age of 60 years. In the latter event, the retirement pension is paid at an actuarially reduced rate, having regard to the member's actual age at retirement.

In addition to the choice between a normal retirement pension and an early retirement pension as mentioned above, a member is allowed to elect within thirty days of his retirement,

- (a) To receive an actuarially reduced pension during his lifetime, and a guaranteed sum of £250 payable to his dependents on his death. (It should be remembered that the normal death benefit cover ceases on retirement.)
- (b) To receive an actuarially reduced pension, and,
 - (i) a £250 death benefit as above, plus
 - (ii) a pension payable by the Fund to his widow during the remainder of her lifetime.

XX If a member so requests, the Company may commute into a cash payment, an amount not exceeding one-third of his pension.

If, however, the pension payable is less than £30 per annum, the

Ø Ibid., Section 6(6).

/ Ibid., Section 6(8).

■ Ibid., Section 6(5).

XX Ibid., Section 6(3).

whole pension may be commuted for a cash payment at the Company's discretion.

In the event of the Pensioner's death occurring within five years from the date of his retirement, his dependents will be paid the balance of the pension which would normally have been paid during the five year period. In other words, members of the Fund are guaranteed five years' pension rights after retirement.

Ø EXAMPLES OF BENEFITS.

Example 1 - Member joining the Fund at age 21 and retiring at the pension age of 65 years:

- (a) His Pension would ordinarily be £547 per annum payable monthly for life or until the completion of a period of five years from the date of his retirement if he should not survive that period;

OR, if he had exercised any of the options available to him, he would receive in lieu of the above-mentioned pension, one or other of the following alternative benefits according to the option chosen by him :-

- (b) a lump sum of up to £1,831 (representing the commuted portion of the normal pension as sanctioned by the Managers of the Fund) payable on retirement, together with a reduced pension of £365 per annum payable under the same conditions as (a) above;

OR, (c) a reduced pension of £531 per annum payable under the same conditions as (a) above, together with a death benefit of £250 payable to his dependants on his death;

OR, (d) a lump sum of up to £1,777 (representing the commuted portion of the normal pension as sanctioned by the Managers of the Fund) payable on retirement, together with a reduced pension of £354 per annum payable under the same conditions as (a) above, and a death benefit of £250 payable to his dependants on his death;

OR, (e) a reduced pension of £383 per annum payable monthly throughout both his lifetime and that of his wife (assumed for the purposes of this example to be five years younger than the member).

N.B. The reduction of the pension in any individual case would depend on the actual age of the wife.

OR, (f) a reduced pension of £372 per annum payable monthly throughout both his lifetime and that of his wife (assumed for the purposes of this example to be five years younger than the member), together with a death benefit of £250 payable to his dependants on his death;

/ Ibid., Section 6(4).

Ø Source - Pension Fund.

- OR, (g) a lump sum of up to £1,831 (representing the commuted portion of the normal pension as sanctioned by the Managers of the Fund) payable on retirement, together with a reduced pension of £255 per annum payable monthly throughout both his lifetime and that of his wife (assumed for the purposes of this example to be five years younger than the member).

Example 2 - Member joining the Fund at age 21 and retiring between the ages of 60 and the pension age of 65 years:

He would be entitled to benefits similar to those enumerated above, but of reduced amounts depending upon the actual age of retirement in so far as pension and lump sum payments are concerned. If, for instance, he retired at the age of 60 years, he would receive a pension of £354 per annum payable under the same conditions as (a) above, or if he had elected to commute a portion of his pension as in (b) above, he would receive a lump sum of £1,367 on retirement, together with a reduced pension of £236 per annum payable under the same conditions. The other alternative benefits described under Example 1 would also be available to him, but again, with the pension and lump sum payments correspondingly reduced below the figures quoted.

Example 3 - Member joining the Fund at age 30 and retiring at the pension age of 65 years :

(N.B. - As the conditions set out under Example 1, (a) to (g), also apply here and only the amounts of the pensions and lump sum payments alter, the following examples should be read in conjunction with the conditions in question).

- (a) His Pension would ordinarily be £332 per annum;

OR, in lieu thereof -

- (b) a lump sum of up to £1,113 together with a reduced pension of £221 per annum;

OR, (c) a reduced pension of £316 per annum, together with a death benefit of £250;

OR, (d) a lump sum of up to £1,059, together with a reduced pension of £210 per annum, and a death benefit of £250;

OR, (e) a reduced pension of £233 per annum payable throughout both his lifetime and that of his wife;

OR, (f) a reduced pension of £222 per annum payable throughout both his lifetime and that of his wife, together with a death benefit of £250;

OR, (g) a lump sum of up to £1,113, together with a reduced pension of £155 per annum payable throughout both his lifetime and that of his wife.

GENERAL.

Ø The Benefits payable from the Motor Industry Pension Fund compare favourably with those to be obtained from similar schemes operated by normal commercial Insurance Companies. Unfortunately, it is not possible to obtain accurate comparative figures, as the Pension Schemes offered by Insurance Companies are drawn up in a manner considerably different from that of the Motor Industry. For example, a Pension Scheme put forward by an Insurance Company will normally contain provision for return of both Employer and Employee contributions in the event of the Employee leaving the firm. The Motor Industry scheme only provides for the return of the Employee contributions, the Employers' contributions going to the General Fund. This of course is a source of considerable financial strength to the Motor Industry Scheme.

Another point of difference is that Insurance Companies usually provide a much greater death cover than is the case in the Motor Industry Scheme.

A third point of difference is that the premiums payable under an Insurance Company's scheme are invariably linked to the salary earned by the employee, becoming greater as his salary increases - with of course commensurately greater benefits. The Motor Industry scheme, on the other hand, only provides for a flat rate contribution by both employers and employees, irrespective of the salary earned, with a fixed scale of benefits, depending only on length of service in the Industry.

Ø A representative of a large Insurance Corporation dealing extensively in Pension Schemes for Commercial and Industrial Firms, has commented that to provide benefits similar to those set out for the Motor Industry scheme, would require a premium at least double, and possibly treble, that prescribed by the Motor Industry Pension Fund. He further commented that the primary reasons for the relative cheapness of the Motor Industry scheme in comparison to normal commercial pension schemes appear to be :-

Ø S.A.M.I.E.A. Records.

- (a) the great saving that is possible in administrative costs;
- (b) the absence of any need to earn profits on a business basis;
- (c) the fact that employers' contributions are not refundable in any circumstances.

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Considerable comment has, however, been aroused by a clause in the Rules of the Motor Industry Pension Fund, which permits the Company, with the prior approval of the National Industrial Council, to alter or repeal any of the existing Rules or Benefits. This clause is obviously inserted to protect the Company, should it find at some stage in the future, that the Benefits prescribed for members of the Fund, cannot be maintained. The Insurance Companies have been quick to point out that their own Benefits are fixed and guaranteed from the start, being backed by investments worth many millions of pounds, whereas the Motor Industry Pension Fund has no large financial backing, and is virtually starting from scratch. The Actuaries to the Fund are, however, convinced that Benefits can be maintained at the scale laid down, and that given time to develop, the Motor Industry Scheme should soon reach a strong financial position.

In the Western Province, the introduction of a Pension Fund covering all the Divisions who participate in the National Industrial Council, has been observed with mixed feelings. Some of the Employees feel that they may be losing a major benefit because this Division is not a party to the National Council. Other Employees feel that the question of a pension is not as vitally important as the question of day to day wages, and that the Union in the Western Province should seek to obtain a general wage increase at least commensurate with the amount spent on Pension Fund contributions by Employers in other Divisions. The Union's Executive Committee in this Division has not as yet made any official pronouncement on the issue, and it is believed that their policy will depend largely on whether the Employers' Association wishes to renew the Divisional

/ Rules of the Fund, Section 7(10).

Industrial Agreement in 1954, or whether participation in the National Industrial Council will be sought.

The Employers in the Western Province likewise hold mixed views on the National Pension Scheme. Those larger employers of labour who in the past introduced their own Pension Schemes in order to attract and retain labour for their own firms, now realise that the Motor Industry Pension Fund offers better benefits, and is more attractive to Artisans generally, than any private scheme. The fact that members of the Fund can retain their membership, even if they move to another Employer (provided he is a member of the South African Motor Industry Employers' Association), has largely negated the usefulness of private insurance schemes, which were primarily designed to maintain an adequate labour force in the firm concerned. Furthermore, contributions to the Motor Industry scheme are generally lower, and Pension payments generally higher, than in private schemes. At the other end of the scale, the smaller Employers in the Motor Industry feel that it would be greatly to their advantage to be able to participate in the National Pension Fund, as they would then be able to offer their Artisans benefits commensurate with those offered by larger firms.

The Western Province Division of the Employers' Association has given some thought to the future position of the Division vis-a-vis the National Industrial Council and the National Pension Fund. Membership of the latter can only be obtained by participation in the former, and it remains to be seen whether the Western Province members can set aside their prejudices, and decide to join all the other Divisions in a truly National organisation of the Motor Industry in the Union of South Africa.

CHAPTER THREENATIONAL INDUSTRIAL COUNCILØ 1. EMPLOYERS' VIEWPOINT.

Ever since the formation of the present Employers' Association in 1948, there has been considerable discussion about the formation of one National Body, to negotiate and administer an Industrial Agreement for the whole Motor Industry.

Those Employers in favour of such a scheme argued that in the absence of National control of the Association's bargaining policies, the Union was able to obtain concessions in one Division, which it then proceeded to use as a precedent in negotiations with Employers in another Division. Prior to December, 1952, it should be remembered there were seven separate Divisions of the Association and the Union, with seven Industrial Councils, and complete Regional autonomy.

A detailed study of the various Industrial Agreements negotiated in the Motor Industry since the War, does tend to support the view that Union policy was very definitely to use concessions obtained in one Division as a lever to obtain similar concessions in another Division. From the Employers' point of view, however, the matter went further than just a "levelling up" of conditions in all Divisions, as invariably the Union was able to obtain at least one new concession in each Division which was then in turn used as the spearhead of Union policy when the next Regional Agreement came up for renewal. Hence Employers began to realise that the policy of "divide and rule" was a two-edged weapon, which was tending to react unfavourably towards the Employers' Association.

This realisation only came about very slowly, as many Divisions of the Association were loath to surrender their right to negotiate independent Industrial Agreements with their own Employees. Furthermore, there was a considerable degree of uneasiness amongst

the smaller Divisions at the possibility of finding themselves as pawns in a game dominated by the Transvaal. Thus whilst several of the seven Divisions of the Motor Industry Employers' Association were prepared to accept the principle of National control of Labour relations, they were extremely hesitant about merging their independence with the supposedly "power-hungry" Transvaal.

Ø At successive National Conferences of the Employers' Association, the matter was raised again and again, but until 1952, the smaller Divisions had always raised strong objections to any diminution of their independent status - the Western Province probably being more determined in this respect than any other Division.

Ø At a Conference held in Cape Town in March, 1952, it was agreed to examine the whole position afresh, and to see whether a National Industrial Council for the Motor Industry could be formed, whilst at the same time reserving certain fundamental rights for negotiation between Employers and Employees on a Divisional level. Five of the seven Divisions of the Association indicated that they were prepared to discuss such an arrangement, and these were ultimately joined by a sixth Division, leaving only the Western Province adamant in its refusal to surrender its rights to negotiate a completely independent Agreement, under its own Industrial Council.

/ 2. EMPLOYEES' VIEWPOINT.

Before going on to discuss the actual formation of the National Industrial Council, it is worthwhile looking at the attitude of organised labour in the Motor Industry towards this development.

The Motor Industry Employees' Union has, by virtue of its Constitution, always been a little more closely integrated on a National level, than the Employers' Association. Generally speaking also, much closer liaison existed between the various Divisions of

Ø Ibid.

/ M.I.E.U. Records.

the Union, in regard to the policies to be adopted when negotiating new Regional Industrial Agreements. It was due to this closer liaison that the Union was, for many years, so successful in obtaining concessions from each Division of the Employers' Association in turn.

Needless to say, the Union fully realised the advantage it had gained in this manner, but at the same time it also realised that once the Employers' Association became alive to this type of tactics, the advantage would be largely nullified. Hence, when faced with proposals for the formation of a National Industrial Council, the Union's policy makers looked to Overseas experience of Industrial negotiation on a National level, and had little hesitation in recommending the adoption of a similar system in South Africa. True enough, there was some opposition from die-hard individualists, but after much discussion between Divisions, all except the Western Province agreed to participate in a National Industrial Council.

There is a growing tendency in South African Industrial Relations to conduct negotiations on a National level. The principle of industry-wide bargaining has, however, been accepted in America for many years. Clark Kerr, Director of the American Institute of Industrial Relations, has made a detailed study of the issues involved, and in dealing with the position of Trade Unions, he comments as follows :-

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"Why do Unions prefer Industry-wide bargaining ? Industry-wide bargaining often costs them the loss of strength which comes from self-denial of the "whipsaw" technique. The strength of the Employers to resist is increased, and the ability of the Union to prosecute a strike is decreased. The whole Industry is shut down by a strike. No individual employer need fear loss of business to his competitors. All members of the Union are without work, rather than only some. Public opinion is directed against the Union. Yet Unions almost universally seem to prefer Industry-wide bargaining."

In his analysis of the reasons underlying this preference for Industry-wide bargaining, Clark Kerr advances the suggestion that

Ø "Economic Analysis and the Study of Industrial Relations"
(Institute of Industrial Relations, University of California).

the Union is a thing apart from its members. He holds that the Union has its own Institutional requirements and survival needs, and often the desires of the Union may be in conflict with those of its members. He suggests that the Union is more concerned with the power of the Institution than with the wealth of its members, and that "Union demands" may often be in conflict with "membership demands." As long as the pursuit of wealth and the pursuit of power are consistent with each other, the traditional model of the Union is adequate.

"A realistic model of the Trade Union is that of an essentially political, rather than an economic, institution. The Union leadership acts under pressure from many sources:-its members, rival leaders in the Union, rival Unions, its own Employers, other Employers, the Government, and perhaps even the Consumers. The Union leadership tries to make adjustments, under pressure, to permit its survival and that of the Institution. It is more fruitful to look towards politics, rather than the profit-making enterprise, for analogies."

It is perhaps this need for greater political strength to ensure the survival of the Institution, that lies behind the ready acceptance of Industry-wide bargaining techniques on the part of the Motor Industry Employees' Union, through the medium of the National Industrial Council.

3. FORMATION OF THE NATIONAL COUNCIL.

The National Industrial Council was formed as a result of wholesale compromise in the preliminary negotiations for a National Industrial Agreement. Some of the salient features of this Agreement will be discussed in the next Chapter, but before agreeing to the dissolution of the Regional Industrial Councils, the parties to the National Agreement accepted the principle that certain specific clauses agreed upon by Employers and Employees in particular regions should be inserted in the Agreement. Thus each of the regions concerned in the formation of the National Industrial Council was able to ensure that the most important items of local agreement would be specifically preserved by incorporation in the new National Agreement.

Ibid.

S.A.M.I.E.A. Records.

Having thus arranged a compromise which satisfied all parties concerned, arrangements were made for the dissolution of the existing Motor Industrial Councils for :-

- (a) Transvaal and Orange Free State
- (b) Natal
- (c) Northern Cape
- (d) Eastern Province
- (e) Border

Ø and the promulgation of the new National Industrial Council for the Motor Industry. Only the Western Province remained adamant in its refusal to join the new set-up, and the reasons for this one Division's dogged stand can be briefly summarised as follows :-

- (a) The Western Province Industrial Agreement had been negotiated in April, 1951, for a three year period. At the time of the negotiations for the formation of a National Industrial Council, the Western Province Agreement still had two years to go, and the general attitude of Employers and Employees in the Division was to "wait and see," before deciding to join any National set-up;
- (b) The Western Province Division of the Motor Industry Employees' Union felt that the proposed National Agreement gave too many concessions to employers, without adequate return;
- (c) The members of the Employers' Association in the Western Province were strongly suspicious of possible future domination by the Transvaal. This prejudice had grown up during many years of unfortunate disagreements between the two Divisions, and was too strong to be broken down easily.

Thus it was, that alone of all the Divisions of the Motor Industry, the Western Province elected to remain aloof from the new National Industrial Council. For how long this state of affairs will continue, it is difficult to say, but there are signs of a growing realisation on the part of Employers and Employees in the Western Province that National co-operation may be less to be feared than was at first supposed. The Western Province Industrial Agreement comes to an end in April, 1954, and it is quite possible that a move towards joining in the National Industrial Council may then be made.

4. COLLECTIVE BARGAINING.

In Chapter Six of Part One, it was mentioned that Employers' Associations arose as a counter to the growing strength of Trade Unions, and that whereas an individual employer had formerly been able to bargain with his own employees, the collective strength of a Union necessitated collective opposition by employers. The conflicting interests of Capital and Labour as represented by the Employers' Association and the Trade Union, call for some form of mutual bargaining in order that a compromise may be reached acceptable to both sides.

G.G.C. Routh, in an article entitled "State Intervention in the Regulation of Wages and Working Conditions in Great Britain and South Africa," discusses the manner in which the two countries have introduced legislation to facilitate and control this process of collective bargaining. He states :-

"Out of the variety of forms, statutes and regulations of the two countries, the following common principles emerge:-

- (i) The granting of corporate status to trade unions and employers' associations, and limited liability to their members;
- (ii) The setting up, in industries where the two sides are organised, of joint councils for the prevention and settlement of disputes, with provision for voluntary arbitration where conciliation has failed;
- (iii) Compulsory arbitration and the prohibition of strikes and lock-outs in essential industries;
- (iv) The determination of wages and conditions in unorganised or under-organised industries by State appointed Boards;

These four points are simple yet embracing. They cover the whole field of labour relations, from the state of perfect competition, where many employers make individual bargains with many workers, to bi-lateral monopoly, where a single seller of labour (the Trade Union), confronts a single buyer (the Employers' Association). "

Routh goes on to show how the principles of the Industrial Conciliation Act in South Africa were determined as a result of the

Rand strike of 1922. One of the chief purposes of this measure is to specify the procedure to be followed in an attempt to settle differences speedily, rather than to allow grievances to accumulate. The salient features of the Industrial Conciliation Act have been discussed in Part Three, Chapter Four, when dealing with the Industrial Council for the Motor Industry (Cape), but the very fact that this Act provides for the setting up of an Industrial Council, with joint representation of Employers and Employees, makes it the foundation upon which an Industrial Agreement can be built up, using the process of collective bargaining.

Professor A.C. Pigou has attempted to analyse the theory of collective bargaining in his book, "The Economics of Welfare." He shows that in so far as Wages are concerned, there is an upper and a lower limit, outside which neither party will be prepared to go. Wage rates between these limits fall within "The range of Indeterminateness."

This concept of Professor Pigou's can be explained by reference to the theoretical wage rate which would be payable by free bargaining between individual employers and employees. When the bargaining takes place between a Trade Union and an Employers' Association, the Union will endeavour to obtain a rate somewhat higher than the competitive rate, and the Employers' Association will endeavour to obtain a rate somewhat lower. However, in view of the fact that a rise in the wage rate will lessen the amount of employment available, there will be a certain maximum, above which the Trade Union will not wish to go. Similarly, as too low a wage rate will cause the industry to become less attractive to labour, there will be a certain minimum below which the Employers' Association will not wish to go. Between these two limits falls the "Range of Indeterminateness," in Professor Pigou's theoretical concept.

The next stage in his analysis concerns the determination of the "sticking points" of the two parties. In other words,

Ø Cf. the remarks of Clark Kerr, pages 426/427.

after carefully weighing the probable cost of such action, what is the wage level at which the employees would prefer to strike rather than to accept such a low rate, and what is the upper limit at which the employers would prefer to face a strike, rather than to agree to pay such high wages.

In considering their policy on this issue, both parties will be primarily concerned with the question of relative costs. The Employers' Association will consider whether the probable cost of facing strike action (with its accompanying losses in terms of profits and markets), is greater than the extra cost of paying the wages demanded by the Union. They will also consider the prospect of being able to negotiate lower wages, if they successfully resist strike action by the Union. The Trade Union, on the other hand, will consider whether they could expect to succeed in gaining their point by strike action, and if so, whether the cost of such strike action to its members, would be worth the anticipated result.

In matters affecting "sticking points" of the two organisations, it will be found that the relative strength and prestige of the Union on the one hand, and the Employers' Association on the other, are vital factors. There are of course many other matters which also have a direct or indirect bearing on the issue. For example, if the Employers concede higher wages, will they be able to pass the extra cost on to the consumers without diminution of demand - in other words, is the product of the industry elastic or inelastic in demand? Again, is there any unemployment in the industry, and will a higher wage rate cause more Union members to be laid off, i.e., is the demand for labour elastic or inelastic? These, and many other factors must be carefully considered when determining "sticking points."

Professor Pigou concludes this portion of his analysis by stating that in all cases where the workers' sticking point is lower than the employers' sticking point, a "range of practicable bargains" is introduced. To illustrate this concept, if the Union decides that

the minimum wage it will accept is 3/- per hour, and if the Employers' Association decides that under no circumstances will it pay more than 3/3 per hour, then at any point between 3/- and 3/3 per hour, a bargain can be struck acceptable to both sides. If, however, these sticking points are reversed, no such bargain will be practicable and it is impossible for the issue to be settled without industrial strife.

Thus far, the various stages in the process of collective bargaining have been discussed, but only with reference to two of the parties concerned. In modern collective bargaining, capital and labour are represented, but not the consumer. Yet it is the consumer who is the final arbiter in the production process, as the product only exists because of consumer demand.

Professor Hutt regards the collective bargaining process between employers and employees as a method of monopolistic exploitation of the consumer. He writes :-

"The widespread belief that monopoly gains (or gains by wage regulation) are obtainable by labour and capital at one another's expense, seems to have arisen :-

- (1) from the belief that if any or all wage rates are raised artificially, workers as a whole will get more; and
- (2) from the habit of regarding "labour" and "capital" as in opposition, rather than as co-operators in production.

The habit of regarding labour and capital as in opposition has been encouraged by economic text books. It may be convenient for some purposes to represent their relations to one another by supply and demand schedules, so long as it is not forgotten that the ultimate demand for both of them is the demand for their jointly produced product. As monopoly gains, both to workers' and to capitalists' combinations, are ultimately obtained solely by limiting the supply of the commodities, it is not surprising that we find joint monopolies, that is, different co-operant factors of production consciously or tacitly practising monopoly together, and dividing the spoils.

A joint monopoly is a greatly strengthened one, and represents a concentration of interests against those excluded. It is a particular case of vertical combination (generally tacit). Often, it will definitely pay an employer's monopoly that its employees shall combine.

If there is any Body of workers free to co-operate with a rival manufacturer whom monopoly prices would bring into the field, the capitalist's monopoly is threatened, and this accounts for the frequent agreement between an employers' combination and a Trade Union for the payment of a high wage, provided that the Union will see that no workers at all in that occupation shall be employed at less. In modern times, the State has intervened to strengthen such joint monopolies, either by making agreements arrived at by Industrial Councils, binding on the trade, or by direct legal enactment. Combined workers themselves have nearly always encouraged their employers to combine also. They have been strong advocates of price agreements, have roundly condemned "cut-throat" competition, and have asked for State help to protect the good employer. In joint monopoly is to be found the explanation of most Trade Union action in these times, and of much capital combination at all times. "

The situation prevailing in the Western Province, in so far as wage rates are concerned, was discussed in Part Three, Chapter Twenty-one. It was there shown that the wage rates prescribed in the Industrial Agreement were a minimum, and that individual employers and workers were free to mutually determine any acceptable wage in excess of that minimum. However, the broad concept of Professor Pigou's analysis can still be accepted as applicable to the process of collective bargaining, notwithstanding the fact that the nett result may be monopolistic exploitation of the consumer.

It is the duty of any Employers' Association to negotiate wage rates acceptable to the majority of its members, and where an adequate labour force is available, there would be relatively little upward trend away from the agreed figure. In the Motor Industry, however, there is a shortage of skilled artisans, which can only be immediately alleviated by training more and more apprentices, or by importing labour from abroad. In the meantime, the wage rates and other conditions of employment, as negotiated by collective bargaining, and embodied in the Industrial Agreement, represent the basic terms agreed upon by the Union and the Employers' Association from time to time.

It was shown earlier that the present basic wage rates in the Western Province are in many instances far less than the average wage that would probably prevail under conditions of free competition.

Part Three, Chapter 21.

This may be attributed in some measure to the greater strength of this Division of the Employers' Association in collective bargaining, and also to the following fundamental factors :-

- (a) Employers and Employees are free to negotiate individual contracts on any terms more favourable than the Agreement. Competition amongst employers for the available labour force, therefore, tends to force actual wage rates up.
- (b) The Employers' Association regards present trading conditions within the industry as a temporary situation brought about by artificial shortages and high prices, induced by Import Control. Hence the terms of the Agreement reflect the wage rates that the Association is prepared to concede, under more or less "normal" conditions (i.e., these considerations affect the "sticking point").
- (c) During conditions of labour shortage, there is little danger of any Union member being unemployed. Furthermore, there is every prospect of higher wages for employees, by virtue of competition amongst employers for their labour. Hence the policy of the Employees' Union is to maintain a reasonable basic wage, but more specifically to seek indirect wage increases from employers, in a form that the employers will find it very difficult to retract at a later date.

Dealing with this latter point in more detail, it is well to stress again that the wages actually received by individual employees depend solely on whatever bargain they can strike with their employers, subject only to the minimum laid down in the Agreement. On the other hand, any concessions such as extra paid holidays, overall allowances, tool allowances, sick benefit contributions, pension funds, etc., are just as much costs to the

employer as if he had increased the wages of all his employees, irrespective of the actual cash amounts they may be receiving.

To close this section, it is perhaps just as well to examine briefly the position in other industries and in other countries, where Regional Bargaining has been superseded by collective bargaining on a National level. The Industrial Relations' Section of the Department of Economics and Social Institutions at Princeton University, published in 1946, a survey of Wages in seven American industries representing both National and Regional bargaining systems. A typical example, taken from this survey, is the Pressed and Blown Glassware Industry, which is located in certain sections of Pennsylvania, New York, Ohio, West Virginia, New Jersey and Indiana. Wages form a large proportion of total manufacturing costs in this industry, and as this is also true of the South African Motor Industry, it is interesting to read that National collective bargaining has brought about a considerable degree of uniformity of wage scales.

☒ "Through uniform piece rates and minimum hourly rates for competing firms, national collective bargaining has had a stabilising influence on the industry during the past half century. The joint industry conferences each year have been educational, forcing both sides to think in terms of the economics of the industry. The result has been the development of responsible leadership and practical compromises. The Association-Union bargaining unit has also furthered stable relations by forestalling disputes Through years of experience, a balance has been worked out between the goal of uniform labour standards throughout the whole area of competitive production, and adjustment to the variety of circumstances prevalent in different parts of the industry."

It should not, however, be thought that National collective bargaining in America always follows the above pattern. Indeed, the co-authors of the Princeton University survey from which the above extract was taken, point out that uniform wage scales are neither a prerequisite for, nor an inevitable result of, National bargaining on wages. Unfortunately, the survey did not include the American Retail Motor Trade, so that no comparative information can be quoted from this particular source. It is known, however, that

☐ "Wages under National and Regional Collective Bargaining"
(Industrial Relations Section, Princeton University).

☒ Ibid., Page 20.

the powerful United Automobile Workers' Union supports a "one-at-a-time" bargaining strategy in its negotiations with the major American Motor Corporations, such as Ford, Chrysler, and General Motors.

When dealing with National bargaining in England and Sweden, the Princeton University Survey records that the wage pattern in various industries in these countries was for the most part established three or four decades ago. Consequently, geographic wage differentials existing at that time are often embodied in various Industrial Agreements which are at present negotiated on a National level. However, it would appear that in industries where National collective bargaining is a more recent development, a greater degree of National uniformity in the terms of employment seems generally to prevail.

This latter may well be the pattern of development for the Motor Industry in the Union of South Africa.

CHAPTER FOUR

NATIONAL INDUSTRIAL AGREEMENT

INTRODUCTION.

The National Industrial Agreement for the Motor Industry was published on the 24th December, 1952, and is binding for a two year period on the parties concerned. Five Divisions of the Motor Industry were original participants in this Agreement, the sixth, Border Division, being formally admitted in an amending Notice published on the 13th March, 1953. As previously mentioned, the Western Province Division has so far chosen to remain aloof from the National set-up.

The salient points of comparison between the Western Province Industrial Agreement and the National Industrial Agreement

The General Motors & United Auto Workers' Agreement of 1950.
 (Journal of Political Economy, October, 1950, page 404).
 G.N. 2996/52.
 G.N. 547/53.

have already been briefly mentioned in the various Chapters contained in Part Three of this Thesis. In this present Chapter, therefore, it is intended to discuss certain well defined trends in the labour organisation of the Motor Industry which are apparent on a National level.

OPERATIVE LABOUR.

In the past, the Motor Industry has evolved two broad trade classifications for its employees :-

- (a) Skilled artisans, who for the most part were Europeans;
- (b) Unskilled Labourers or Service Attendants, who were mainly non-Europeans.

These broad classifications were sub-divided into various Artisan categories in so far as the skilled workers were concerned, but it had long been an accepted principle that unskilled workers should not be allowed to use tools, and apart from the "privilege" of being able to oil and grease vehicles as Service Attendants, the great majority of non-European employees were unskilled labourers. The net result of this policy has been to generally entrench White artisans as the skilled workers in the Motor Industry, and to create a large reservoir of Black labour to do the menial work, without any hope of being able to improve their status.

This policy of "apartheid" in skill, received the tacit approval of Employers and Employees for many years, and indeed it became such an accepted custom that the question of training non-European labour to perform skilled operations was hardly ever thought of, in the years before the Second World War.

During World II, however, when a large number of skilled European mechanics were serving in the Armed Forces, it became possible for many non-Europeans to acquire certain of the skills which were previously the prerogative of the White artisans. This came about in several ways :-

for new vehicles, and to add to this, many of the vehicles still in use were in need of major repairs or replacement. The Motor Industry entered a period of boom conditions with somewhat less than the pre-War artisan labour force, and little prospect of training sufficient skilled men in a short period of time. True enough, the C.O.T.T. scheme did turn out some "trained" men, but by and large, the Industry was not prepared to meet the heavy post-War demand for skilled workers. The result was a Union-wide shortage of Artisans, and a general demand from Employers that their Association should do something about the matter.

This was one of the first problems that the newly resurrected Employers' Association had to tackle in 1948, and it set about the problem in three ways :-

- (a) By encouraging the engagement of more Apprentices;
- (b) By arranging for the recruitment of Artisans Overseas;
- (c) By opening negotiations with the Trade Union for the introduction of semi-skilled operative labour into the Motor Industry.

Needless to say, the attitude of the Trade Union at first was not in favour of the introduction of Operative labour, as this was considered a form of "dilution" which would threaten the supremacy of the White artisan. The Employers' case was not helped at all by the fact that the seven separate Divisions of the Association had autonomy to negotiate their own Agreements. As a result, it was possible for the Union to fairly easily block all the attempts made by Employers in the different Divisions to obtain the use of Operative labour.

The outcome of these piecemeal bargaining tactics was discussed in the previous Chapter, where it was shown that the National Industrial Council came into being partly as a result of the Employers' Association's dissatisfaction with the existing state of affairs. In Chapter Two also, the formation of the National

Pension Fund was discussed, and it was there shown that the Fund was the Employers' "quid pro quo" in return for the Union's agreement to the introduction of Operative labour.

So much for the evolution of semi-skilled labour in the Motor Industry - but what of the present, and the implications for the future ? For the first time in the history of labour relations in the Motor Trade, there is now a means whereby the Coloured and Native workers can acquire a little more comprehensive knowledge of motor vehicles, and develop some degree of skill in the use of tools. The first breach has been made in the dyke of White supremacy, but it is still only a very small gap, and there is little danger of an immediate Black flood.

The present National Industrial Agreement provides for thirteen classes of semi-skilled labour. These are :-

1. Body Stripper: to work in a Body repair workshop. This grade of worker can remove and replace certain specified parts of Vehicle Bodies, and need not work under supervision. The only qualification for the employment of a Body Stripper is that the employer must employ at least one Journeyman Spray-painter or Panel Beater.
2. Mechanic's Stripper: to work in an ordinary garage. This grade of worker is a little more restricted in scope, as he must work under supervision and can only remove parts - not replace them. The list of engine components that can be removed by a Mechanic's Stripper is, however, quite large, and to this extent there is no doubt of his usefulness. It should be noted that a Stripper may be engaged as Body/Mechanic's Stripper, and consequently perform the work of both grades of employee. The qualification necessary for the employment of a stripper is that at least one journeyman shall be employed. However, additional Strippers can only be employed on the basis of one further Stripper "for every four Journeymen in excess of four."
3. New Motor Vehicle Assembler: the function of this operative is limited to the assembly of new vehicle components in Assembly Plants. There is no limiting qualifications for the employment of this grade of worker. It should be noted, however, that an Assembler cannot be employed in an ordinary Garage. Hence we have the position where one operative (Stripper), can strip vehicles for repair in Garages, but is not allowed to assemble them, whilst another operative (Assembler), is allowed to assemble vehicles in Assembly Plants, but may not strip them. This peculiar situation arises as a result of the Union's fear that if Assemblers were allowed to work in ordinary Garages, they would rapidly oust the skilled artisans.

4. Operative Grade "A": to perform certain semi-skilled operations in Vehicle Body Building establishments. Qualification - not more than four such operatives may be employed for every one journeyman employed.
5. Operative Grade "B": to carry out re-metalling operations on engine bearings in Automotive Engineering Workshops. Qualification - at least one journeyman must be employed for each such operative.
6. Operative Grade "C": for the repetitive manufacture of metal components in Vehicle Body Building establishments.
7. Operative Grade "E": to carry out a variety of semi-skilled operations in Auto-Electrical Parts Manufacturing establishments.
8. Operative Grade "G": to perform certain operations in establishments undertaking the manufacture and repair of vehicle radiators.
9. Operative Grade "L": who can perform all the duties of a Labourer in any establishment, and can also carry out certain specified semi-skilled operations on vehicles. This category of operative, together with the two categories of Stripper, are of most use in so far as normal Garage work is concerned.
10. Operative Grade "M": for semi-skilled work in establishments manufacturing brake and clutch linings.
11. Seamstress Machinist: a worker engaged in hand or machine sewing, in any establishment manufacturing loose seat covers.
12. Chopper Out: to work under the supervision of a Cutter in a loose seat cover manufacturing establishment.
13. Vulcaniser's Operative: for semi-skilled work in Retreading establishments.

Notwithstanding the limitations and restrictions imposed by the Trade Union on the employment of semi-skilled workers, and on the duties they are allowed to perform, it is obvious that a big stride forward has been made. There is little doubt that the Union, having conceded the principle of operative labour, will now fight hard to curtail any further expansion in this direction, but if the present rate of development of the Motor Industry is maintained, there will not be sufficient European artisans to meet the ever-growing demand. The trend is towards the employment of more non-Europeans in semi-skilled capacities, and in the absence of political intervention, the best of these workers will undoubtedly make the grade as mechanics, within a few years from now.

CONSOLIDATED WAGES.

The principle of consolidating Wages and Cost of Living Allowances is not new, having been in force in the Printing Industry for several years. It is, however, a new departure for the Motor Industry, which has been brought about in the following manner :-

- (a) Employers complained that irrespective of the wages an employee might be receiving, if his Cost of Living Allowance was based on War Measure 43 of 1942, it was compulsory for the employer to adjust the Cost of Living Allowance every time the War Measure was amended. This gave rise to anomalies such as a Journeyman receiving wages well in excess of the basic rate, but periodically receiving additions to his Cost of Living Allowance, by virtue of Government Decree.
- (b) Journeymen complained that the Employers were trying to persuade them to accept a lower nominal wage, and a higher nominal Cost of Living Allowance, in order to protect the employer against the necessity of raising Cost of Living Allowances every time the War Measure was revised. This was alleged to be unfair, as the nominal basic wage did not give a true reflection of the employee's "worth," even although the combined Wage plus Cost of Living Allowance might represent very satisfactory earnings.
- (c) All Employees complained that the increases in Cost of Living Allowance, promulgated from time to time in accordance with the War Measure, lagged far behind the actual increase in living costs, and that it was unfair to make annual adjustment in respect of an index number which rose month by month.

It was therefore with a certain amount of mutual consent that arrangements for a consolidation of Wages and Cost of Living Allowances were adopted as part of the National Industrial Agreement. The big issue, however, was on what basis to effect this consolidation. After a considerable amount of bargaining, it was eventually agreed to consolidate on the basis set out below, but in respect of Journeymen only. In view of the many different wage rates applicable to other employees in the various Divisions, it was not found possible to effect any consolidation for other grades of workers at that time, and the Union did not press the issue once consolidation had been achieved for Artisans.

<u>DIVISION</u>	<u>WEEKLY RATE</u>	
	<u>Area A.</u>	<u>Area B.</u>
Transvaal	£ 11. 10. 0.	10. 10. 0.
Orange Free State	11. 10. 0.	10. 10. 0.
Natal	11. 10. 0.	10. 10. 0.
Eastern Province	11. 10. 0.	10. 10. 0.
Border	11. 10. 0.	10. 10. 0.
Northern Cape	11. 0. 0.	9. 10. 0.

It will thus be observed that uniformity has been achieved in all Divisions except the Northern Cape. The corresponding basic rates for the Western Province as at June, 1953, (not consolidated,) were as follows :-

	<u>WEEKLY RATE</u>	
	<u>Area A.</u>	<u>Area B.</u>
Journeyman's Basic Wage£	7. 9. 6.	5. 15. 0.
War Measure Cost of Living Allowance	3. 8. 0.	2. 16. 6.
<u>Total</u>	<u>10. 17. 6.</u>	<u>8. 11. 6.</u>

The Consolidated Wage, therefore, represents an improvement of 12/6d per week on Area A. figures, and 38/6d per week on Area B. figures, when compared to Western Province basic earnings. This is yet another reason why the Motor Industry Employees' Union in the

Ø G.N. 2996/52, Section 25.

/ See Part Three, Chapters 16 and 21.

Western Province may be beginning to feel that it might be preferable to join the National Industrial Council, rather than to renew the present Divisional Agreement.

There is still another benefit of consolidation, however, in so far as employees are concerned, and this is reflected in the manner in which adjustments to the consolidated rate are effected :-

- (a) The monthly retail price index as published by the Department of Census and Statistics is used as the base for calculations.
- (b) The prescribed consolidated basic wage applies for all index numbers between 1600 and 1815.
- (c) For every completed 5 points rise in the index number above 1815, the consolidated wage is increased by 7d per week.
- (d) For every completed 5 points fall in the index number below 1600, the basic wage is reduced by 7d per week.

Thus from the employees' point of view, there is complete stability of wage rates at the prescribed figure, for all index numbers between 1815 and 1600 - yet the foreseeable chance of the index number dropping as low as 1600 is very remote. On the other hand, a monthly increase of 7d per week is granted for every completed five points' rise above 1815.

Employers are apparently satisfied with the new arrangement, as it obviates the need for sudden and drastic changes in their Wages Bill on account of alterations in the War Measure. It merely remains to be seen whether Employees will accept future reductions in their consolidated wage, as the Cost of Living index falls, with the same aplomb as they have accepted increases due to its rise.

DISTRIBUTIVE WORKERS.

For the first time, in so far as the Motor Industry is concerned, provision has been made in the National Industrial Agreement for various categories of Office Workers and Stores and Sales staff. At the same time, the newly formed Motor Industry Staff Association has been admitted as a party to the National Industrial Council.

The position in regard to Distributive Workers in the Western Province has been discussed in Chapter Thirty of Part Three, and the remarks made there apply in some measure to the position in the rest of the Union. There are signs, however, that the active campaigning by the Staff Association in other parts of the Country is beginning to have an effect, and it would appear that about twenty per cent of the total number of eligible employees in these areas has now been enrolled. If this rate of progress is maintained, the die-hard isolationists among the Distributive Workers in the Motor Industry may yet be won over - at least in those Divisions which are party to the National Agreement.

One of the biggest drawbacks in the campaign now being waged by the Staff Association is the lack of suitable incentives to offer to prospective members. The various Divisional Sick Benefit Funds are at present open only to Artisans, but negotiations will shortly be started for the purpose of amalgamating these Funds into one National Health Fund, administered by the National Industrial Council. When this is done, it may be possible to make provision for participation by Distributive Workers, and possibly other categories of employees also.

The National Pension Fund is another potential benefit which could be applied to Distributive Workers. At the 1953 Conference of the Employers' Association, a resolution was passed recommending the extension of the Pension Scheme to other classes of employees "in due course." At the same time, however, it was

emphasised that the Pension Fund was newly established, and that a policy of "hasten slowly" was advisable in order to avoid over-commitments. All in all, therefore, there would appear to be little prospect of extending the scope of the Pension Scheme to Distributive Workers for at least another year or two.

It is important to note the trend towards complete National control over all employees engaged in the Motor Industry, whether they be workshop artisans, white collar workers, or just ordinary labourers. At the same time, the National Industrial Council is gradually extending its jurisdiction over all types of manufacturing activities which fall within the definition of the Motor Industry. The net result of these moves is to knit the Motor Trade into a cohesive, well organised, joint monopoly of Employers and Employees, having the power to use "pressure group" tactics on a National level, to obtain its objectives.

Another significant trend is the move to provide what are normally termed "Social Security Benefits" on an Industry level. There is no universal State-operated pension scheme, nor health scheme, in South Africa, but the Motor Industry has made a start in the provision of these benefits for journeymen, and there is every indication that wider application to other classes of employee, will follow. It may well be that Socialisation in South Africa will follow the American pattern, and be developed by Industry and Commerce, rather than by Political Parties.

GENERAL REMARKS.

What effect these general trends in the Motor Industry will have on the situation in the Western Province, is at present uncertain. There are indications, however, both on the side of the Union and the Employers' Association, that the current policy of isolationism may come to an end, when the present Industrial Agreement expires in May of 1954.

Both Employers and Employees would stand to gain in some respects, and to lose in others, by any decision to participate in the National Industrial Council. It is certain, however, that the Union will put forward demands upon the Association for concessions similar to those now embodied in the National Agreement. Hence, to the Employers in the Western Province, the cost of remaining out of the National set-up is likely to be just as high as the cost of joining with all the other Divisions in a truly National Industrial Agreement.

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THE UNION OF SOUTH AFRICA
Government Gazette
Staatskoerant
 VAN DIE UNIE VAN SUID-AFRIKA

[Registered at the Post Office as a Newspaper.]

[As 'n Nuusblad by die Poskantoor Geregistreer.]

VOL. CLXIV.] PRICE 6d. PRETORIA, 27 APRIL 1951. PRYS 6d. [No. 4596.

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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

★ No. 1031.] [27 April 1951.
 INDUSTRIAL CONCILIATION ACT, 1937.

MOTOR INDUSTRY, CAPE.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Motor Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employers' organisation and the trade union which entered into the said agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 2 to 6 (inclusive), 8 to 12 (inclusive), 15 to 30 (inclusive) and 32 tot 35 (inclusive) of the said agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending three years from the said second Monday, upon the other employers and employees engaged or employed in the said industry in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Stellenbosch, Paarl, Wellington, Somerset West (excluding the area occupied by the Cape Explosives Works, Limited, Somerset West), Beaufort West, Caledon, Ceres, Heidelberg (Cape), Malmesbury, Montagu, Piquetberg, Riversdale, Robertson, Swellendam, Victoria West, Bredasdorp, Carnarvon, Clanwilliam, Fraserburg, Hopefield, Laingsburg, Ladismith, Namaqualand, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp, Williston, Worcester and Calvinia; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Stellenbosch, Paarl, Wellington, Somerset West (excluding the area occupied by the Cape Explosives Works, Limited, Somerset West), Beaufort West, Caledon, Ceres, Heidelberg (Cape),

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

★ No. 1031.] [27 April 1951.
 NYWERHEID-VERSOENINGSWET, 1937.

MOTORNYWERHEID, KAAP.

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hietoe verskyn en op die Motornywerheid betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig drie jaar vanaf die genoemde tweede Maandag bindend is op die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 2 tot en met 6, 8 tot en met 12, 15 tot en met 30 en 32 tot en met 35 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig drie jaar vanaf die genoemde tweede Maandag bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraats-distrikte die Kaap, Wynberg, Simonstad, Bellville, Stellenbosch, Paarl, Wellington, Somerset-Wes (met uitsondering van die gebied beset deur die „Cape Explosives Works, Ltd.“, Somerset-Wes), Beaufort-Wes, Caledon, Ceres, Heidelberg (Kaap), Malmesbury, Montagu, Piketberg, Riversdal, Robertson, Swellendam, Victoria-Wes, Bredasdorp, Carnarvon, Clanwilliam, Fraserburg, Hopefield, Laingsburg, Ladismith, Namakwaland, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp, Williston, Worcester en Calvinia; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 2 tot en met 6, 8 tot en met 12, 15 tot en met 30 en 32 tot en met 35 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig drie jaar vanaf die genoemde

Malmesbury, Montagu, Piquetberg, Riversdale, Robertson, Swellendam, Victoria West, Bredasdorp, Carnarvon, Clanwilliam, Fraserburg, Hopefield, Laingsburg, Ladismith, Namaqualand, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp, Williston, Worcester and Calvinia, and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in clauses 2 to 6 (inclusive), 8 to 12 (inclusive), 15 to 30 (inclusive) and 32 to 35 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression "employee", contained in section one of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY (CAPE).

AGREEMENT

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

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

The Motor Industry Employees' Union of South Africa (hereinafter referred to as "the employees" or "the trade union", of the other part.

being the parties to the Industrial Council for the Motor Industry, Cape.

1. DATE AND PERIOD OF OPERATION OF AGREEMENT.

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

2. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by all employers and employees engaged or employed in the Motor Industry who are members of the S.A. Motor Industry Employers' Association and the Motor Industry Employees' Union of S.A. respectively in Areas A and B and C as defined in this Agreement, provided that they shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944.

3. DEFINITIONS.

"Accessory shop" means any establishment or portion of an establishment wherein, whereon, or wherefrom is sold or offered for sale by wholesale or retail, any spare parts, replacement parts or other parts necessary for the repair of or addition to any motor vehicle.

"Act" means the Industrial Conciliation Act, 1937.

"Apprentice" means an employee serving under a written contract of apprenticeship registered under the Apprenticeship Act, 1944.

"Area A" means and includes the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Stellenbosch, Paarl, Wellington and Somerset West (excluding the area occupied by the Cape Explosives Works, Ltd., Somerset West).

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

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

"Automotive engineering establishment" means any establishment or portion thereof wherein the reconditioning or internal combustion engines for the use in motor vehicles is exclusively or mainly carried on, but in which normal repairs are not carried on.

"Battery mechanic" means an employee employed in a battery servicing and/or assembling establishment who diagnoses battery faults and/or repairs, dismantles, replaces, reassembles and/or re-insulates batteries, assembles batteries from new parts and/or fabricates battery cables.

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

tweede Maandag in die magistraatsdistrikte die Kaap, Wynberg, Simonstad, Bellville, Stellenbosch, Paarl, Wellington, Somerset-Wes (met uitsondering van die gebied beset deur die „Cape Explosives Works, Ltd.", Somerset-Wes), Beaufort-Wes, Caledon, Ceres, Heidelberg (Kaap), Malmesbury, Montagu, Piketberg, Riversdal, Robertson, Swellendam, Victoria-Wes, Bredasdorp, Carnarvon, Clanwilliam, Fraserburg, Hopefield, Laingsburg, Ladismith, Namakwaland, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp, Williston, Worcester en Calvinia, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordoms krywing van die uitdrukking „werknemer" vervat in artikel een van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID (KAAP).

OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, 1937, gemaak deur en aangegaan tussen die

„S.A. Motor Industry Employers' Association"

(hierna genoem „die werkgewers" of „die werkgewersorganisasies") aan die een kant, en die

„Motor Industry Employees' Union of S.A."

(hierna genoem „die werknemers" of „die vakvereniging") aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Motornywerheid (Kaap).

1. DATUM EN TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel ag-en-veertig van die Wet vasstel en bly vir drie jaar van krag of vir enige ander tydperk wat die Minister mag bepaal.

2. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle werkgewers en werknemers verbonde aan of in diens in die Motornywerheid wat onderskeidelik lede is van die „S.A. Motor Industry Employers' Association" en die „Motor Industry Employees' Union of S.A." in gebiede A, B en C, soos omskryf in hierdie Ooreenkoms; met dien verstande dat dit op vakleerlinge van toepassing is slegs vir sover dit nie teenstrydig met die bepalings van die Wet op Vakleerlinge, 1944, is nie.

3. WOORDBEPALING.

„Winkel vir toebehore" beteken enige inrigting of gedeelte van 'n inrigting waarin, waarop of waaruit onderdele of nuwe dele wat nodig is vir die herstel van of byvoeging tot enige motorvoertuig, in kleinhandel of groothandel verkoop of vir verkoop aangebied word.

„Wet" beteken die Nywerheid-versoeningswet, 1937.

„Vakleerling" beteken 'n werknemer in diens onder 'n skriftelike vakleerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is.

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

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

„Gebied C" beteken en omvat die magistraatsdistrikte Carnarvon, Clanwilliam, Fraserburg, Hopefield, Laingsburg, Ladismith, Namakwaland, Prins Albert, Sutherland, Tulbagh, Vanrhynsdorp en Williston.

„Motoringenieursinrigting" beteken 'n inrigting of dié gedeelte van 'n inrigting hoofsaaklik of uitsluitlik bedoel vir die vernuwning van binnebrandmasjiene vir gebruik in motorvoertuie, maar waarin gewone herstelwerk nie verrig word nie.

„Batterywerktuigkundige" beteken 'n werknemer in diens in 'n batterybedienings- en/of -monteerinrigting wat batterydefekte diagnoseer, en/of batterye herstel, uitmekaarhaal, vervang, weer inmeekaarsit en/of weer isoleer, batterye van nuwe onderdele inmeekaarsit en/of batterykabels vervaardig.

„Batterybedienings- en/of -monteerinrigting" beteken 'n inrigting of gedeelte daarvan, behalwe 'n batteryvervaardigingsinrigting, wat batterydefekte diagnoseer, opgaarbatterye herlaai en herstel, en opgaarbatterye en/of hul onderdele inmeekaarsit of weer inmeekaarsit.

"Bodymaker" means a journeyman who gets out patterns from a working drawing and completes construction work either by himself or under instruction or supervision and/or performs repairs to bodywork, either wood or steel.

"Clear working day" means that period on any day during which the usual day's shift is worked.

"Coach and carriage trimmer" means a journeyman who performs work under one or more of the following heads:—

Designs and cuts out by hand with shears or knife, leather and other materials to be used in upholstering motor vehicles; stuffs and lines seats by hand; tacks in position flat pieces of leather or other material on the outside of motor vehicles; designs and cuts out with hand knife, according to pattern, leather fittings or fittings made of other material used in motor-body building, for hood, splashboard and aprons; finishes edges of leather or other material with hand or machine tools; applies dye or stain to them by hand, if required, and tacks or fixes leather fitting or fittings of other material in position; fixes springs, paddings, cushions, covers of cloth, leather, decorative braid or other material to frame of articles, backs, seats and cushions, sews springs to webbing with string, inserts padding and covers with hessian or other fabric; cuts out, fits and tacks in place exterior cover; conceals edges of leather or other material by tacking braid and rosettes.

"Coach painter and/or sprayer" means a journeyman who performs work under one or more of the following heads:—

Mixes colours, blends, prepares paints for application, prepares rough stuff and filling, applies by means of brush, finishing coats of cellulose, synthetic, or other colour varnish, stripes and finishes motor vehicles with final coat of varnish, and/or applies materials by spraying with an air spray-gun, and/or supervises completion of painting, of chassis and other parts of motor vehicles.

"Coachsmith" means a journeyman who forges by hand, or under power hammer ironwork used in building all types of motor vehicles and/or welds up ironwork on such vehicles and makes and tempers steel; and/or does repair work in connection with motor vehicles, and hoops up naves.

"Council" means the Industrial Council for the Motor Industry (Cape) registered, or deemed to have been registered, in terms of section *nineteen* of the Industrial Conciliation Act, 1937.

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

"Establishment" means any place in which is carried on any activity included in the definition of motor industry or any section of the motor industry.

"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 trade in which he is employed, either as an apprentice for a period of five years or has been employed as a journeyman doing journeymen's work at journeymen's wages for a period of not less than five years.

"Filling station" means any place whatever used for the sale (by retail), exposure for sale therein or thereon or therefrom of petrol, oils, tyres and motor accessories, but does not include a workshop, an accessory shop or motor graveyard.

"Hourly rate" means the hourly rates of pay prescribed in section 27 of this Agreement or the hourly rates actually paid (whichever is the greater) or the weekly remuneration prescribed in the said section or the actual weekly remuneration paid (whichever is the greater) divided by 46.

"Journeyman" means—

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

"Juvenile" means an employee under the age of 21 years.

"Labourer" means—

- (a) in relation to a filling and/or service station the business of parking, an employee who mainly or exclusively performs any one or more of the following operations:—
 - (i) Serving petrol and/or oil; filling petrol tanks; draining and/or filling oil sumps; removing, filling and/or replacing batteries; filling, connecting or disconnecting batteries in connection with charging operations; washing and/or cleaning and/or polishing and/or dusting of motor vehicles; pumping of air; changing wheels; removing or replacing wheels or rims; tyres and/or tubes for the purpose of repairs or for the repair of punctures; painting tyres, rims and/or wheels; fitting and/or changing tyres and/or tubes on rims or wheels; repairing punctures in inner tubes; attending to the parking of motor vehicles; driving

"Bakbouwer" beteken 'n vakman wat modelle volgens 'n getekende plan maak, en wat selfstandig of volgens instruksies of onder toesig konstruksiewerk voltooi en/of herstelwerk aan bakwerk, hetsy hout of staal, verrig.

"Volle werkdag" beteken die tydperk op enige dag waarin die gewone dagskof gewerk word.

"Koets- en rytuigafwerker" beteken 'n vakman wat een of meer van onderstaande werksaamhede verrig:—

Ontwerpe op leer en ander materiaal vir die bekleding van motorvoertuie teken en met die hand, met 'n skêr of 'n mes uitsny; sitplekke met die hand opstop en voer; plat stukkie leer of ander materiaal buite aan motorvoertuie op hul plek vasspyker; leerbekledings of bekledings van ander materiaal wat by motorbakbou vir tente, spatborde en voorskermes gebruik word, ontwerp en volgens patrone met 'n handmes uitsny; met hand- of masjiengereedskap randjies van leer of ander materiaal afwerk; indien nodig dit met die hand verf of kleur, en leerbekledings of bekledings van ander materiaal op hul plek vasmaak of vasspyker; springvere, vulsel, kussings, oortrekke van geweeftde goed, leer, versieringskoord, of ander materiaal vassit aan die rame van voorwerpe, leunings, sitplekke en kussings; springvere met lyn aan bandweefsel vaswerk; vulsel insit en dit met goiing of ander stof beklee; buite-bekleding uitsny, pas en op sy plek vasspyker; randjies van leer of ander materiaal met koord en rosette bedek.

"Koetsskilder en/of verfsproeier" beteken 'n vakman wat een of meer van die onderstaande werksaamhede verrig:—

Kleure meng, verf vir gebruik meng en berei; rowwe materiaal en vulsel gereedmaak, deur middel van 'n kwas boonste lae sellulose-, sintetiese of ander kleurvernis aanbring, strepe skilder en die laaste vernislaag op motorvoertuie aanbring, en/of materiaal aanbring deur dit te sproei met 'n lugsproeitoestel, en/of toesig hou oor die voltooiing van die beskildering van onderstelle en ander onderdele van motorvoertuie.

"Koetssmid" beteken 'n vakman wat ysterwerk vir gebruik by die bou van alle soorte motorvoertuie met die hand of met 'n kraghamer smee en/of die ysterwerk aan sodanige voertuie las, en staal maak en hardmaak, en/of herstelwerk in verband met motorvoertuie verrig en nawe met hoepels beslaan.

"Raad" beteken die Nywerheidsraad vir die Motornywerheid (Kaap) wat geregistreer is, of beskou word dat dit geregistreer is, kragtens artikel *negentien* van die Nywerheid-versoekswet, 1937.

"Verdienste" beteken alle betalings gemaak aan of verskuldig aan 'n werknemer (met inbegrip van alle toelaes) wat op watter wyse ook al uit sy diens voortspruit.

"Inrigting" beteken enige plek waarin enigeen van die bedryghede uitgeoefen word wat by die woordbepaling van motornywerheid of enige afdeling van die motornywerheid inbegrepe is.

"Ervaring" beteken die totale tydperk of getal tydperke diens wat 'n werknemer gehad het, of met sy huidige of enige ander werkgewer in die besondere beroep waarin hy werk, of as 'n vakleerling vir 'n tydperk van vyf jaar of as 'n vakman in diens wat vir 'n tydperk van minstens vyf jaar vakmanswerk teen vakmansloon gedoen het.

"Vulstasie" beteken enige plek wat gebruik word vir verkoop (in kleinhandel), of uitstalling vir verkoop daarin, daarop of daaruit, van petrol, olie, bande en motortoebehore, maar waarby werkwinkel, 'n winkel vir toebehore of motorslooplek nie inbegrepe is nie.

"Uurloon" beteken die uurloon voorgeskryf by artikel 27 van hierdie Ooreenkoms of die uurloon wat werklik betaal word (watter ook al die grootste is) of die weekloon voorgeskryf by genoemde artikel of die werklike weekloon betaal (watter een ook al die grootste is) gedeel deur 46.

"Vakman" beteken—

- (a) 'n persoon wat 'n leertyd by 'n aangewese nywerheid deurgemaak het ooreenkomstig die bepalinge van die Wet op Vakleerlinge of ooreenkomstig 'n skriftelike kontrak deur die Raad goedgekeur; of
- (b) 'n persoon wat die lidmaatskapkaart Graad A, deur die "Motor Industry Employees' Union of South Africa" uitgereik, besit; of
- (c) 'n persoon wat tot bevrediging van die betrokke Raad sy bevoegdheid in 'n erkende bedryf bewys het en 'n skriftelike sertifikaat te dien effekte besit.

"Jeugdige" beteken 'n werknemer onder 21 jaar.

"Arbeider" beteken—

- (a) ten opsigte van 'n vulstasie en of diensstasie die parkeerbedryf, 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde dienste verrig:—
 - (i) Petrol en/of olie bedien; petroltenks volmaak; oliebakke leeg- en/of volmaak; batterye verwyder, volmaak en/of terugsit; batterye in verband met laai volmaak, aankoppel of loskoppel; motorvoertuie was en/of skoonmaak en/of poleer en/of afstof; lug pomp; wiele verander; wiele of vellings, buitebande en/of binnebande vir heelmaak of vir die heelmaak van lekke verwyder of terugsit; buitebande, vellings en/of wiele verf; buitebande en/of binnebande aan vellings of wiele aansit of verander; lekke regmaak aan binnebande; motorvoertuie parkeer; motorvoer-

motor vehicles; cleaning premises, equipment, and utensils; filling bottles or other containers for stock; making tea or similar beverages; using jack or hoist to raise or lower motor vehicles;

(ii) collecting cash and/or handling money;

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

Serving petrol and/or oil;
filling petrol tanks;
draining and/or filling oil sumps;
removing, filling and/or replacing batteries;
filling, connecting or disconnecting batteries in connection with charging operations;
mixing acids for batteries;
removing pitch from batteries;
extracting battery cells for inspection;
sealing and washing batteries;
washing and/or cleaning and/or polishing and/or dusting of motor vehicles;
pumping of air;
changing wheels;
removing or replacing wheels or rims, tyres and/or tubes for the purpose of repairs or for the repair of punctures;
painting tyres, rims and/or wheels;
fitting and/or changing tyres and/or tubes on rims or wheels;
repairing punctures in inner tubes;
attending to the parking of motor vehicles;
driving of motor vehicles;
cleaning premises, equipment and utensils;
filling bottles or other containers for stock;
making tea or similar beverages;
collecting cash and/or handling money;
using jack or hoist to raise or lower motor vehicles;
cleaning engines, vehicles and parts thereof, machinery, implements, tools or other articles;
loading and unloading vehicles;
carrying, moving, stacking and unpacking goods;
sorting packages and parcels;
wrapping up parcels;
affixing printed or ready addressed labels on to bottles, boxes, bales or other packages;
stencilling and/or marking springs, boxes, bales or other packages by brush or spray-gun;
operating passenger, goods or car lifts;
opening or closing boxes, bales or other packages;
making or maintaining fires and removing refuse or ashes;
delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicles;
filling or emptying containers;
weighing articles;
collecting cash in the case of c.o.d. sales;
accepting written orders in return for goods delivered outside the premises of the employer;
assisting on delivery vans;
cooking of rations;
teasing coir and horsehair;
holding up work for sheet metal worker and panel-beater;
holding parts, materials and/or tools;
filing of solder or welding and of old paint from parts under repair and adjacent parts and/or on new parts;
sandpapering, rubbing down or filling primer and putty;
masking, cleaning, compounding and polishing by hand or machine in connection with the painting of motor vehicles;
painting on rough stuff by brush to inside and underside of vehicle bodies;
painting by brush and/or gun of axles, brake drums, chassis and underside of vehicle bodies;
painting by brush rough waterproofing paint on canvas;
applying deadner material or anti-corrosive coatings;
applying adhesives and mixing materials;
oiling and greasing machinery including lathes and overhead shafting;
applying belt dressing;
dismantling scrap motor vehicles;
stripping of engines not for repair;
mounting and/or dismounting tyres from rims for vulcanising purposes;
painting or cementing tyres;
trimming, stripping and cutting tyres;
buffing, solutioning and application of camel back;
firing the furnace of any boiler and attending to the boiler;
cleaning moulds and tyres;
assisting where necessary in lifting tyres into and out of moulds;
screwing down moulds;
firing a: 1 loading hardening and tempering furnaces with untempered and unhardened spring blades;
cleaning metal parts with burner;
cutting off runners by hacksaw or machine;
smelting of shavings into ingot forms;

tuie bestuur; persele, uitrusting en werktuie skoonmaak; bottels of ander houers vir voorrade volmaak; tee of ander drankte maak; domkragte of hystoestelle gebruik om motorvoertuie op te lig of te laat sak;

(ii) kontant invorder en/of geld hanteer;

(b) ten opsigte van alle ander inrigtings, 'n werknemer hoofsaaklik of uitsluitlik in een of meer van ondergenoemde dienste werksaam:—

Petrol en/of olie bedien;
petroltenks volmaak;
oliebakke leeg- en/of volmaak;
batterye verwyder, volmaak of terugsit;
batterye in verband met laai volmaak, aankoppel of loskoppel;
suur vir batterye meng;
pik van batterye verwyder;
batteryselle vir ondersoek verwyder;
batterye verseël en was;
motorvoertuie was en/of skoonmaak en/of poleer en afstof;
lug pomp;
wiele verander;
wiele of vellings, buitebande en/of binnebande vir heelmaak of vir die heelmaak van lekke verwyder of terugsit;
buitebande, vellings en/of wiele verf;
buitebande en/of binnebande aan vellings of wiele aansit of verander;
lekke in binnebande heelmaak;
toesig hou oor die parkeer van motorvoertuie;
motorvoertuie bestuur;
persele, uitrusting en werktuie skoonmaak;
bottels of ander houers vir voorrade volmaak;
tee of dergelyke drankte maak;
kontant invorder en/of geld hanteer;
domkrag of hystoestel gebruik om motorvoertuie op te lig of te laat sak;
masjiene, voertuie of onderdele daarvan, diere, masjinerie, implemente, gereedskap of ander artikels skoonmaak;
voertuie laai of aflaai;
goedere dra, verskuif, opstapel en uitpak;
pakkette en pakkies sorteer;
pakkette toedraai;
gedrukte of klaar geadresseerde etikette aan bottels, kiste, bale of ander pakke vasheg;
vere, kiste, bale of ander pakke met 'n kwas of verfsproeispuut sjabloneer en/of merk;
passasiers-, goedere- of motorkarhysers bedien;
kiste, bale of ander pakke oop- of toemaak;
vure maak of aan die brand hou en afval of as verwyder;
briewe, boodskappe of goedere te voet of deur middel van 'n fiets, driewieler of handkar aflewer of vervoer;
houers vol- of leegmaak;
artikels weeg;
kontant in die geval van k.b.a.-verkope invorder;
skriftelike bestellings aanneem vir goedere afgelewer buitekant die perseel van die werkgewer;
op afleveringswaens behulpsaam wees;
kos kook;
klapperhaar en perdehaar pluis;
werk vir metaalplaatwerk en duikuitslaner ophou;
onderdele, materiaal en/of gereedskap vashou;
soldeersel, sweiswerk en ou verf afvyl van onderdele wat herstel word en ook van omringende dele en/of van nuwe onderdele;
grondverflag en stopverf met skuurpapier afwerk, afvryf of vul;
met die hand of met 'n masjien maskeer, skoonmaak, verbind en poleer in verband met die verf van motorvoertuie;
met 'n kwas die grondverflag aan binne- en onderkant van voertuigbakke aanbring;
aste, remtrommels, onderstelle en onderkant van voertuigbakke met 'n kwas en/of spuit verf;
'n grondlaag waterdigte verf met 'n kwas op seildoeke aanbring;
verdowingsmateriaal of roeswerende lae aanbring;
hegmateriaal aanbring en materiale meng;
masjinerie, met inbegrip van draaibanke en transmissie-aste bokant die hoof, olie en smeer;
bandsmeersel aansit;
afgeskrewe motorvoertuie uitmekaarhaal;
masjiene, nie vir herstel bedoel, uitmekaar haal;
buitebande vir vulkaniseer aansit en/of van vellings afhaal;
buitebande verf of sementeer;
buitebande regsny, afstrook en sny;
poleer, aansmeer van rubberlym en „camel back“;
vuur in 'n stoomketel maak en vir die stoomketel sorg;
gietvorms en buitebande skoonmaak;
help, as dit nodig is, om buitebande in gietvorms in te sit of uit te haal;
gietvorms toeskroef;
verhardings- en tempeeroonde vuur en ongetempeerde en onverharde veeblaaie daarin laai;
metaalonderdele met brander skoonmaak; uitlopers met ystersaag of masjien afsny;
skaafers in staalgietvorms smelt, laers skoonmaak en voorberei voordat nuwe metaal aangegiet word;

cleaning and preparation of bearings prior to re-metalling;
cleaning of bearings after remetalling and/or fettling;
cleaning and stripping of armatures;
heating up lead in ladles;
trimming castings;
fitting rubber grommets;
fitting bolts and nuts to battery cables during manufacture thereof;
cleaning and painting battery cables;

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

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

“Motor body building” means the construction and/or assembly and/or making and/or repairing and/or completing of bodies or parts thereof and/or the fitting out and finishing off such bodies for any type of motor vehicle and/or the fixing of such bodies to chassis and includes all operations incidental to motor body building or consequent thereon.

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

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

- (a) assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with—
(i) chassis and/or the bodies of motor vehicles;
(ii) internal combustion engines and transmission components of motor vehicles;
(iii) the electrical equipment connected with motor vehicles, including radios;
(b) automotive engineering;
(c) repairing, vulcanising and/or retreading tyres;
(d) repairing, servicing and reconditioning batteries for motor vehicles;
(e) the business of parking and/or storing motor vehicles;
(f) the business conducted by filling and/or service stations;
(g) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or spares and/or accessories (whether new or used) pertaining thereto, whether or not such sale is conducted from premises which are attached to a portion of an establishment wherein is conducted the assembly of or repairs to motor vehicles;
(h) the business of motor graveyards;
(i) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;
(j) vehicle body building.

For the purpose of this definition—

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

“motor vehicle” means any wheeled conveyance propelled by mechanical power (other than steam) or electrically and designed for haulage and/or for the transportation of persons

laers skoonmaak nadat hulle nuwe metaal aangekry het of gekondisioneer is;
ankers skoonmaak en uitmekaarhaal;
lood in skelepels verhit;
gietsels afwerk;
rubberoogstukke aansit;
boute en moere aan batterykabels gedurende vervaardiging daarvan vasmaak;
batterykabels skoonmaak en verf;

- (c) ten opsigte van motorbakbou-, monteer- en vervaardigings-inrigtings, ’n werknemer hoofsaaklik of uitsluitlik werk-saam in een of meer van ondergenoemde dienste en wat daarbenewens enigeen van die dienste in paragraaf (b) hiervan genoem, kan verrig:—

Yster slaan en met ystersaag sny nadat yster deur vak-man of vakleerling afgemerk is;
gate in yster of ander ruwe metaal boor, behalwe fyn-werk;
draad in boute sny;
yster of ander ruwe metaal vyl;
plaatyster met die hand rusny en deurslaan onder alge-mene toesig van ’n vakman of vakleerling;
hout vir masjinijs ophou en dra;
gietsels skoonmaak;
metaalsoorte sorteer;
metaal skoonmaak om weer gesmelt te word;
ru-skuur;
yster met kragystersaag sny nadat dit deur vakman of vakleerling afgemerk is;
skroef- en/of trap- en/of hand- en/of kragpersing en/of uitkeping waar werk met voorafgestelde stem-pels gedoen word, behalwe die set van stempels;
buig en/of vorm in spesiale stelmasjiene (handstel-masjiene);
boor met hulpstoel in spesiale boorstelmasjiene;
inkeping met hulpstoel in spesiale stelmasjiene;
met die hand of ’n masjien met voorafgestelde stem-pels deurslaan;
skeer of afsny op maat van voorafgestelde stelmasjiene en/of stoppe;
klinknaels verhit en/of slaan;
herhalende skroefwerk met stempelkoppe en/of tappe;
in enommel en/of verf indompel;
senterbout en kramme inmeekaarsit en aan vere sit, oogstukke en hoofblaai met stelmasjiene inbuig;
uitgehaalde vere vir herstelwerk uitmekaarhaal;
U-boute, behalwe aan motors, vasdraai;
omatiese masjiene bedien nadat masjien deur vak-man of vakleerling gestel is.

„Motorbakmakery” beteken die maak en/of inmeekaarsit en/of bakke of onderdele daarvan maak en/of herstel en/of voltooi en/of sulke bakke vir enige soort motorvoertuig uitrus en afwerk en/of sulke bakke aan onderstelle vasheg en sluit in alle bedrywighede in verband met die maak van motorbakke of wat daaruit voortvloei.

„Motorsloopplek” beteken ’n inrigting waarin motorvoertuie gesloop en gebruikte onderdele daarvan verkry word en waarin, waarop of waarvan sulke gebruikte onderdele afsonderlik of saam met nuwe onderdele en/of toebehore verkoop word.

„Motornywerheid” of „nywerheid” beteken, sonder in enige opsig die gewone betekenis van die uitdrukking te beperk—

- (a) inmeekaarsit, opbou, toets, hervervaardiging, herstel, reg-sel, nasien, bedrading, bekleding, verfspuit, verf en/of hernuwing, uitgevoer in verband met—
(i) die onderstel en/of bakke van motorvoertuie;
(ii) binnebrandmasjiene en transmissie-onderdele van motorvoertuie;
(iii) die elektriese uitrusting in verband met motorvoer-tuie met inbegrip van radio’s;
(b) motoringenieurswerk;
(c) herstel, vulkaniseer en/of versool van bande;
(d) herstel, bediening en vernuwing van batterye vir motor-voertuie;
(e) parkering en/of bewaring van motorvoertuie;
(f) die besigheid wat gedryf word deur ’n vulstasie of diens-stasie;
(g) die verkoop hoofsaaklik of uitsluitlik, van motorvoertuie of motorvoertuigonderdele en/of reserwedele en/of -toe-behore (hetsy nuut of gebruik) in verband daarmee, het-sy die verkoop geskied van persele wat aan ’n gedeelte van ’n inrigting verbonde is waarin die inmeekaarsit of herstel van motorvoertuie uitgevoer word, of nie;
(h) motorsloopplekke;
(i) vervaardigingsinrigtings waarin motorvoertuigonderdele en/of onderdele en/of toebehore en/of onderdele daar-van vervaardig word;
(j) voertuigbakbou.

Vir die toepassing van hierdie woordbepaling, beteken—

„motoringenieurswerk”, die vernuwing van binnebrand-masjiene of gedeeltes daarvan vir gebruik in motorvoertuie in inrigtings hoofsaaklik of uitsluitlik aldus werksaam, het-sy dié inrigting hom besig hou met die uitmekaarhaal en herstel van motorvoertuie of nie;

„motorvoertuig”, enige wielvoertuig gedryf deur middel van meganiese krag (behalwe stoom) of elektris en bedoel is vir trekwerk en/of die vervoer van persone en/of goedere

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

For the purpose of this definition, "vehicle" does not include an aircraft.

Exclusions.

"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.
- (ii) The assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors except where carried on in establishment rendering similar service in respect of motor cars, motor lorries or motor trucks.
- (iii) The manufacture and/or maintenance and/or repair of—
 - (a) civil and mechanical engineering equipment and/or parts thereof whether or not mounted on wheels;
 - (b) agricultural equipment or parts thereof; or
 - (c) equipment designed for use in factories and/or workshops.

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

- (d) motor vehicle bodies and/or super structures and/or parts or components thereof made of steel plate of one-eighth of an inch thickness or thicker when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale.

"Motor mechanic" or "tuner and tester" means a journeyman who performs any one or more of the following operations in connection with motor vehicles: Dismantling for the purpose of repairs, reassembling, erecting, testing, repairing, adjusting, overhauling, wiring, making of parts, provided that he is not employed on any one of the said operations to such an extent that he will be included in any other class of employee defined in this section.

"Motor vehicle electrician and/or radio mechanic" means a journeyman who diagnoses faults in electric equipment, directs or executes repairs and/or tests or supervises the final testing of electrical installations in motor vehicles including radio equipment.

"Motor vehicle stripper" means an employee who removes and replaces cabs, bodies, bumpers, mudguards, doors, bonnets, radiators, valances, shells, grills, running-boards, body-mouldings, window frames, lamps, seats and trim-panels and strip seat covers for repair; and remove springs for repair but may not replace springs.

"New motor vehicle assembler" means an employee who off-loads, unpacks, and where necessary fits wheels, springs, bumpers, footboards, running-boards, fenders, headlamps and engine bonnets in position; holds in position such parts as chassis cross members, axles, radiators, wind screens, parts of cabs while the journeyman bolts, rivets, welds or screens such parts; places batteries in position and oils in engines, gear-boxes and back axles.

"Parking—business of" means any business carried on for profit whereby cars are received for storage, whether for short or long periods of time and whether or not the establishment of such business is open for 24 hours per day or less.

"Piecework" or "flat rate work" means any system by which earnings are based on quantity or output of work done but in which apprentices may not participate.

"Radiator assembler" means a journeyman who manufactures radiator cores from component parts.

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

"Seamstress" means a female employed wholly or mainly on stitching in connection with trimming in the Motor Industry.

"Service attendant" means an employee who is employed on and/or supervises any one or more of the following operations or duties: lubrication of motor vehicles; regrooving of tyres; final breaking down of motor vehicles and/or their component parts, which are not intended for reassembling; and in the operation of vulcanising; skiving; and in the operation of retreading; putting tyres into mould after setting up by supervisor, and in addition may supervise a group of labourers and who may perform the duties of a labourer.

"Sheet-metal worker" means a journeyman who makes or repairs body panels, valances, mudguards, radiators, or any sheet-metal work in connection with motor vehicles.

"Shift" in relation to labourers and service attendants employed in filling stations means the number of ordinary hours which an employer is permitted to work his employees in the normal course of employment.

"Short time" means a temporary reduction in the number of ordinary hours of work due to slackness or the exigencies of trade, shortage of materials, a general breakdown of plant or machinery caused by accident or other unforeseen emergency,

en/of vragte, maar sluit geen uitrusting in wat bedoel is om op vaste spore te loop nie, nog sleepwaens wat bedoel is om vragte van 20 ton of meer te vervoer, nog vliegtuie.

Vir die toepassing van hierdie woordbepaling sluit „voertuig" nie vliegtuie in nie.

Uitsluitings.

„Nywerheid", soos omskryf, sluit nie onderstaande in nie:—

- (i) Die vervaardiging van motorvoertuigonderdele en/of toebehore en/of reserwedele en/of gedeeltes in inrigtings wat aangelê is vir en gewoonlik metaal en/of plastiese goedere van 'n ander aard op aansienlike skaal produseer;
- (ii) die inmeekaarsit, opbou, toets, herstel, verstel, nasien, bedrading, spuitverf, verf en/of vernuwing van landbou-trekkers behalwe waar dit uitgevoer word in inrigtings wat dergelike dienste lewer ten opsigte van motorkarre, motorvragwaens of motortrokke;
- (iii) die vervaardiging en/of onderhoud en/of herstel van—
 - (a) siviele en meganiese ingenieursuitrusting en/of onderdele daarvan, hetsy dit op wiewe gemonteer is of nie;
 - (b) landbou-uitrusting of onderdele daarvan, of
 - (c) uitrusting bedoel vir gebruik in farbieke en/of werks-winkels.

Met dien verstande dat vir die toepassing van (a), (b) en (c) hierbo, dit nie beskou moet word dat „uitrusting" motorkarre, motorvragwaens en/of motortrokke insluit nie.

- (d) motorvoertuigbakke en/of bostrukture en/of gedeeltes of onderdele daarvan gemaak van plaatstaal eenagste van 'n duim dik of dikker wanneer dit uitgevoer word in inrigtings wat aangelê is vir en gewoonlik besig is met die vervaardiging en/of onderhoud en/of herstel van siviele en/of meganiese ingenieursuitrusting op 'n aansienlike skaal.

„Motorvoertuigkundige" of „-steller en -toets" beteken 'n vakman wat een of meer van onderstaande werksaamhede in verband met motorvoertuie verrig: uitmeekaarhaal vir herstel, weer inmeekaarsit, bou, toets, herstel, verstel, nasien, bedrading, onderdele maak; met dien verstande dat hy nie in so'n mate in enigeen van genoemde beroepe werksaam is dat hy by 'n ander kategorie werknemer, in hierdie artikel omskryf, ingesluit kan word nie.

„Motorvoertuigelektrisiën en/of radiowerktuigkundige" beteken 'n vakman wat gebreke in verband met elektriese toerusting vasstel, herstelwerk en/of toetse voorskryf of verrig of toesig hou oor die finale toetsing van elektriese installasies in motorvoertuie met inbegrip van radio-toerusting.

„Motorvoertuigaftakelaar" beteken 'n werknemer wat bestuurderskap, bakke, modderskerms, buffers, deure, masjienkappe, verkoelers, rande, doppe, roosters, loopplanke, baklyswerk, vensterrame, lampe, sitplekke en panele verwyder en terugsit en sitplekoortreke vir herstelwerk verwyder en verwyder vere vir herstelwerk maar mag nie vere terugsit nie.

„Monteur van nuwe motorvoertuie" beteken 'n werknemer wat wiele, vere, buffers, loopplanke, voetplanke, modderskerms, koplampe en masjienkappe aflaai, uitpak, en as dit nodig is, aansit; sulke onderdele soos dwarstukke van onderstelle, aste, verkoelers, windskerms, onderdele van bestuurderskappe reghou terwyl die vakman hulle vasbout, vasklink, sweis of afskerm; batterye in hulle plekke sit en olie in masjiene, ratkaste en agteraste ingooi.

„Parkeerbesigheid" beteken 'n besigheid wat vir wins beoefen word waarby motors vir bewaring ontvang word, hetsy vir kort of lang tydperke, en hetsy die inrigting van dié besigheid 24 uur per dag of minder oop is of nie.

„Stukwerk of tariefwerk" beteken enige stelsel waarby verdienste gebaseer word op die hoeveelheid of omvang van die werk wat verrig word, maar waarin vakleerlinge nie deel mag hê nie.

„Inmeekaarsitter van verkoeler" beteken 'n vakman wat verkoelers uit samestellende dele vervaardig.

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

„Naaister" beteken 'n vrou wat uitsluitlik of hoofsaaklik naaiwerk vir afwerking in die motornywerheid verrig.

„Bediende" beteken 'n werknemer wat enige van die volgende werksaamhede of pligte verrig of daarvoor toesig hou: smeer van motorvoertuie; hergroef van buitebande; finale uitmeekaarhaal van motorvoertuie en/of hul samestellende dele wat nie vir herinmeekaarsit bestem is nie; vulkaniseer; afslyp; versool; buitebande in gietvorms sit nadat opsigter hulle gestel het; en daarbenewens toesig hou oor 'n groep arbeiders en self die werk van 'n arbeider kan verrig.

„Metaalplaatwerker" beteken 'n vakman wat bakpanele, sy-skerms, modderskerms en verkoelers maak of repareer, of enige metaalplaatwerk in verband met motorvoertuie verrig.

„Skof", ten opsigte van arbeiders en bediendes in diens by vulstasies, beteken die getal gewone ure wat 'n werkgewer toegelaat word om sy werknemers in die gewone loop van diens te laat werk.

„Kort tyd" beteken 'n tydelike vermindering van die getal gewone werkure as gevolg van slapte of die noodgevolge van die handel, tekort aan materiaal, 'n algemene defek aan installasie of masjinerie veroorsaak deur ongeval of ander onvoorsiene

unforeseen contingencies and/or circumstances beyond the employer's control, stocktaking or stoppage of work granted at the request of a majority of the employees in an establishment or portion thereof.

"Uniform" means an article or articles of wearing apparel, distinctive in design and colour.

"Vulcaniser" means a journeyman who is employed on operating a retreading, tyre soling, resoling, recapping or any other type of machine or plant which is or may be used in the processes of vulcanising.

"Vulcaniser's establishment" means any establishment or portion of any establishment wherein pneumatic tyres and/or tubes are repaired for the purpose of rendering them servicable for further and additional road use, and wherein the processes known as retreading, soling, resoling, recapping, top capping and regrooving are carried on.

"Vulcanising" means the repairing of pneumatic tyres and/or tubes for the purpose of rendering them servicable for further and additional road use and shall include the processes known as retreading, soling, resoling, recapping, top capping and regrooving, provided such repairing, retreading, soling, resoling, recapping, top capping and regrooving is done with the aid of a machine or machines.

"Wage" means that portion of the remuneration payable in respect of the ordinary hours of work as laid down in section 29 excluding cost of living allowance, overall and tool allowance.

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

"Wheelwright" means a journeyman who makes or repairs wheels, including artillery wheels, for motor vehicles.

"Workshop" means an establishment or portion thereof, in which is carried out, any repair work in connection with the Motor Industry, but excludes assembling and manufacturing establishments.

"Workshop employee" means any employee for whom wages are prescribed in section 27 of this Agreement.

"Working employer or partner" means any employer or any partner in a partnership carrying out work in the Motor Industry who himself performs work similar to that carried out by an employee for whom wages are prescribed in this Agreement.

4. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement provided, however, that no exemption shall be granted from the provisions of section 29, sub-section (1) (d) of this Agreement.

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

(3) The Secretary to the Council 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 the exemption is granted;
- (c) the conditions subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary to the Council shall—

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

5. PAYMENT OF EARNINGS.

(1) All earnings, payment for piecework and/or flat rate work and overtime shall be paid in cash weekly on Fridays not later than finishing time that day, or on termination of employment, if this takes place before Friday.

(2) All earnings shall be handed to employees in sealed envelopes indicating on the outside thereof the name of the employer and the employee, date, number of ordinary and overtime hours worked and the remuneration due, and the period in respect of which payment is made together with details of any deductions which have been made.

(3) 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.

(4) No premium shall be charged or accepted for the training of an employee.

(5) No deductions or set-off of any description other than the following shall be made from the wages due to an employee:—

- (a) When an employee is away or absents himself without permission from work, a pro rata amount may be deducted for the period of such absence;
- (b) with the written consent of the employee, deductions for holiday, sick, insurance, provident, and/or pension funds, and/or any moneys advanced as a loan by the employer;

noodtoestand, onvoorsiene gebeurlikhede en/of omstandighede buite die werkgewer se beheer, voorraadopname of stopsetting van werk toegestaan op versoek van 'n meerderheid van die werknemers in 'n inrigting of gedeelte daarvan.

"Uniform" beteken 'n kledingstuk of -stukke van kenmerkende ontwerp en kleur.

"Vulkaniseerder" beteken 'n vakman wat 'n masjien bedien vir die vernuwing van loopvlakke van buitebande, versoling, herversoling en die aanbring van nuwe koplaag, of enige ander soort masjien en/of uitrusting wat vir die vulkaniseerproses gebruik word of gebruik kan word.

"Vulkaniseerdersinrigting" beteken 'n inrigting of gedeelte daarvan waarin buite- en/of binnelugbande herstel word ten einde hulle vir verdere en addisionele padgebruik diensbaar te maak, en waarin die prosesse bekend as die vernuwing van loopvlak, versool, herversool, koplaag hernu en groewe vernu, uitgevoer word.

"Vulkaniseer" beteken die herstel van buite- en/of binnelugbande ten einde hulle vir verdere en addisionele padgebruik diensbaar te maak, met inbegrip van die prosesse bekend as loopvlak hernu, versool, herversool, koplaag hernu en groewe vernu; met dien verstande dat dié herstelwerk, hernuwing van loopvlak, versoling, herversoling, vernuwing van koplaag en vernuwing van groewe, met behulp van 'n masjien of masjiene gedoen word.

"Loon" beteken daardie gedeelte van die verdienste betaalbaar ten opsigte van die gewone werkeure bepaal by artikel 29 behalwe lewenskostoelae, oorpak- en gereedskapstoelae.

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

"Wielsmid" beteken 'n vakman wat wiele vir motorvoertuie maak of heelmaak, met inbegrip van artilleriewiele.

"Werkswinkel" beteken 'n inrigting of gedeelte daarvan waarin herstelwerk in verband met die motornywerheid verrig word, maar met uitsluiting van inmeekaarsit- en vervaardigingsinrigtings.

"Werkswinkelwerknemer" beteken 'n werknemer vir wie 'n loon by artikel 27 van hierdie Ooreenkoms voorgeskryf word.

"Werkende werkgewer of vennoot" beteken 'n werkgewer of 'n vennoot in 'n vennootskap wat in die motornywerheid werkzaam is, en wat self werk verrig van dergelike aard as wat gedoen word deur 'n werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word.

4. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen; met dien verstande egter dat geen vrystelling van die bepalings van artikel 29, subartikel (1) (d), van hierdie Ooreenkoms verleen mag word nie.

(2) Die Raad moet die voorwaardes waarop vrystelling verleen word, bepaal, en mag na goeë dunske en nadat een week kennis skriftelik vooraf aan die betrokke persoon gegee is, enige vrystellingsertifikaat herroep, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat uitreik, waarin vermeld word—

- (a) die naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes waarop vrystelling verleen word; en
 - (d) die tydperk waarvoor die vrystelling geldig is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
 - (b) 'n afskrif van elke uitgereikte sertifikaat behou; en
 - (c) indien vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur, en nog 'n kopie aan die afdelingsinspekteur, Departement van Arbeid, Kaapstad.

5. BETALING VAN VERDIENSTE.

(1) Alle lone, betaling vir stukwerk en/of vir tariefwerk en oortydwerk moet in kontant weekliks op Vrydae op of voor sluitingstyd daardie dag betaal word, of by diensbeëindiging as dit voor Vrydag plaasvind.

(2) Alle verdienstes moet aan werknemers oorhandig word in verseelde koeverte wat op die buitekant aantoon die name van die werkgewer en die werknemer, datum, getal gewone en oortydure gewerk en besoldiging verskuldig, en die tydperk waarvoor die betaling gemaak word en besonderhede van alle bedrae wat afgetrek is.

(3) Van geen werknemer kan vereis word om as deel van sy dienskontrak by sy werkgewer of by enige plek deur die werkgewer aangewys te eet en/of in te woon of om enige goedere van die werkgewer te koop nie.

(4) Geen onderriggeld mag vir die opleiding van 'n werknemer bereken of aangeneem word nie.

(5) Geen kortings of teëvordering van watter aard ook, behalwe onderstaande, mag van die lone aan 'n werknemer verskuldig, gemaak word nie—

- (a) as 'n werknemer sonder toestemming van die werk afwesig is of wegbly, kan 'n pro rata bedrag vir die tydperk van die afwesigheid afgetrek word;
- (b) met skriftelike toestemming van die werknemer, kortings vir vakansie-, siekte-, versekerings-, voorsorg- en/of pensioenfonde, en/of geld deur die werkgewer as 'n lening voorgesondig;

- (c) contributions to Council funds in terms of section 11 of this Agreement;
- (d) subscriptions to the Motor Industry Employees' Union of South Africa in terms of section 14 of this Agreement;
- (e) where an employer is compelled by any law or ordinance or legal process to make payment for or on behalf of an employee any amount so paid may be deducted.

(6) Every employer shall fix and keep affixed in some conspicuous place upon his premises, a notice in legible characters in both official languages of the Union in the form prescribed by the regulations under the Act, specifying the day of the week, and the time and place at which wages will ordinarily be paid each week.

6. ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

7. AGENTS.

(1) The Council shall 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 premises, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent during the course of his investigations.

(2) The agent, when entering, inspecting or examining, may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall allow the agent all the facilities above-mentioned.

8. REGISTRATION OF EMPLOYERS.

(1) Every employer engaged in the industry shall, unless he has already done so pursuant to any previous agreement entered into by the parties to the Council, and published within one month of the date on which this Agreement comes into operation, and every employer who starts to engage in the industry during the currency of this Agreement shall, within one month of commencing business, forward to the Secretary of the Council, P.O. Box 1946, Cape Town, a statement in the form of Annexure A to this Agreement showing—

- (a) employer's name;
- (b) the employer's business address;
- (c) the address of the establishment;
- (d) in respect of each of his employees—
 - (i) full name;
 - (ii) occupation;
 - (iii) wages paid to such employee.

(2) Every employer shall notify the Secretary of the Council of any change in the particulars required to be furnished by him in terms of sub-section (1) within one month of such changes taking place.

9. EXHIBITION OF AGREEMENT AND POSTING OF NOTICES.

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

- (a) A copy of this Agreement;
- (b) a summary of sections of the Industrial Conciliation Act as prescribed by regulation 7 (5) of the Act;
- (c) a notice in the form prescribed by the regulations under the Act specifying the day of the week and the time and place at which wages will ordinarily be paid each week;
- (d) a notice containing the official address of the Divisional Inspector of Labour, Cape Town, and of the Secretary of the Council;
- (e) the list of tools referred to in section 23, sub-section (4) (c);
- (f) a notice in the form prescribed in Annexure F to this Agreement, specifying the starting time and the finishing time of work, and the meal hour, for each day of the week. The ordinary hours of work shall be so arranged as to fall between the hours of 8 a.m. and 6 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays and 8 a.m. and 12 noon on Saturdays for establishments operating on a six-day week, and between the hours of 8 a.m. and 6.15 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays for establishments operating on a five-day week and the meal hour so specified shall not be less than one hour;
- (g) A schedule setting out any *shift working hours* in respect of employees employed on the sale of petrol, oils and night service.

(c) bydraes tot die Raadskas ingevolge artikel 11 van hierdie Ooreenkoms;

(d) ledegeld aan die „Motor Industry Employees' Union of South Africa" ingevolge artikel 14 van hierdie Ooreenkoms;

(e) as 'n werkgewer by 'n wet of ordonnansie of regs-geding verplig word om betalings vir of ten behoeve van 'n werknemer te doen, kan enige bedrag wat aldus betaal is, afgetrek word.

(6) Elke werkgewer moet 'n leesbare kennisgewing in albei amptelike tale van die Unie in die vorm voorgeskryf by die regulasies van die Wet op 'n opvallende plek op sy perseel opplak en opgeplak hou wat die dag van die week en die tyd en plek waar lone gewoonlik elke week betaal sal word, vermeld.

6. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik vir die uitvoering van hierdie Ooreenkoms is en hy kan opinies vir die leiding van werkgewers en werknemers uitvaardig wat nie met die bepalings daarvan in stryd is nie.

7. AGENTE.

(1) Die Raad moet een of meer bepaalde persone as agente aanstel om by die toepassing van die bepalings van hierdie Ooreenkoms behulpzaam te wees, en dit is die plig van elke werkgewer en elke werknemer om sulke persone toe te laat tot die persele om die ondersoek in te stel en te voltooi om die stukke, boeke, loonstate, tydstate en betaalkaarte na te sien en om die individue te ondervra en alle sodanige dade te verrig wat nodig mag wees vir die doel om uit te vind of die bepalings van hierdie Ooreenkoms nagekom word, en geen persoon mag 'n valse verklaring in die loop van die ondersoek voor so'n agent aflê nie.

(2) Die agent kan 'n tolk by betreding, inspeksie en nasien saamneem.

(3) Elke persoon vir wie die bepalings van hierdie Ooreenkoms bindend is, moet die agent alle bogenoemde fasiliteite verskaf.

8. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer wat die nywerheid uitoefen moet, tensy hy dit reeds kragtens enige voorgaande ooreenkoms gedoen het wat tussen die partye by die Raad gesluit is, binne een maand na die datum waarop hierdie Ooreenkoms in werking tree en elke werkgewer wat besigheid gedurende die looptyd van hierdie Ooreenkoms in die nywerheid begin, moet binne een maand nadat hy met besigheid begin, aan die Sekretaris van die Raad, Posbus 1946, Kaapstad, 'n opgawe in die vorm van Aanhangsel A van hierdie Ooreenkoms stuur van die volgende besonderhede:—

- (a) Naam van werkgewer;
- (b) besigheidsadres van werkgewer;
- (c) adres van die inrigting;
- (d) ten opsigte van elkeen van sy werknemers—
 - (i) naam voluit;
 - (ii) bedryf;
 - (iii) lone aan dié werknemer betaal.

(2) Elke werkgewer moet die Sekretaris van die Raad in kennis stel van enige verandering in die besonderhede wat van hom vereis word kragtens subartikel (1), en wel binne een maand na die verandering plaasgevind het.

9. VERTONING VAN OOREENKOMS EN OPPLAK VAN KENNISGEWINGS.

Elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet op een of ander plek wat in die ooglopend is en maklik vir sy werknemers toeganklik is, ondergenoemde dokumente, wat in leesbare druk in albei amptelike tale van die Unie van Suid-Afrika gedruk is, opplak en opgeplak hou:—

- (a) 'n Eksemplaar van hierdie Ooreenkoms;
- (b) 'n opsomming van artikels van die Nywerheid-versoeningswet, soos by regulasie 7 (5) van die Wet voorgeskryf;
- (c) 'n kennisgewing in die vorm by regulasie voorgeskryf kragtens die Wet wat die dag van die week en die tyd en plek noem waar lone gewoonlik elke week betaal sal word;
- (d) 'n kennisgewing met dié amptelike adres van die Afdelingsinspekteur van Arbeid, Kaapstad, en van die Sekretaris van die Raad;
- (e) die lys van gereedskap wat in artikel 23, subartikel (4) (c), genoem word;
- (f) 'n kennisgewing in die vorm voorgeskryf in Aanhangsel F van hierdie Ooreenkoms, wat die begintyd en ophoutyd van die werk noem en die etensuur vir elke dag van die week. Die gewone werkure moet so gereël word dat hulle tussen 8 vm. en 6 nm. op Maandae, Dinsdae, Woensdae, Donderdae en Vrydae en 8 vm. en 12 middag op Saterdag val vir inrigtings wat ses dae per week werk, en tussen 8 vm. en 6.15 nm. op Maandae, Dinsdae, Woensdae, Donderdae en Vrydae vir inrigtings wat vyf dae per week werk, en die etensuur, soos vasgestel, mag nie minder as een uur wees nie;
- (g) 'n lys met skofwerkure ten opsigte van werknemers in diens vir die verkoop van petrol, olie en nagdiens.

10. ATTENDANCE, TIME AND WAGE REGISTERS.

(1) Every employer shall keep in the form prescribed by the regulations under the Act, a Record of Wages, other Remuneration and Overtime paid and time worked by each of his employees. All entries shall be in ink.

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

11. COUNCIL FUNDS AND EXPENDITURE.

(1) The funds of the Council shall be vested in and administered by the Council.

(2) For the purpose of meeting the expenses of the Council, each employer shall deduct from the wages of each of his employees other than apprentices, contributions as specified in sub-section (3) hereof. 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 Secretary of the Council under cover of, and together with particulars in the form prescribed in Annexure B to this Agreement.

(3) Every employer shall in terms of sub-section (2) hereof deduct 1d. contribution on each Friday from every employee defined in this Agreement and working in his establishment.

(4) The contributions referred to in sub-section (2) hereof shall become part of the funds referred to in sub-section (1) hereof.

12. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL AND ALLIED EXECUTIVE COMMITTEES.

Employees' representatives on the Council shall be given reasonable facility by their employers to attend to their duties in connection with meetings of the Council, unemployment benefit fund, apprenticeship committees; and delegates of the Motor Industry Employees' Union Executive Committee shall be granted facilities to attend Executive Meetings.

13. TRADE UNION LABOUR.

(1) (a) No member of the Motor Industry Employees' Union of S.A. shall accept employment with any employer who is not a member of the South African Motor Industry Employers' Association.

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

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

(3) This section shall not apply to apprentices, nor where, in the opinion of the Council, membership to a party to this Agreement has been refused or terminated without reasonable cause and the applicant has reported such refusal to the Council within 14 days thereof.

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

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

14. SUBSCRIPTIONS TO MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA AND SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION.

Every employer who is a member of the South African Motor Industry Employers' Association shall by authority of this Agreement deduct from the wages of each of his employees effected by this Agreement, the amount of the subscriptions payable by such employees to the Motor Industry Employees' Union of South Africa, and shall forward on the form prescribed in Annexure B the amount thus deducted, to the Secretary of the Council not later than the tenth day of each month following that to which the deductions refer.

15. ANNUAL LEAVE.

(1) All employees for whom earnings are prescribed in this Agreement, and apprentices, shall be entitled to and granted eighteen consecutive working days' paid leave, which shall include four week-ends, subject to the following conditions:—

(a) Weekly paid employees shall qualify for such leave on the completion of 52 weeks' continuous employment with the same employer from the date upon which the last holiday fell due or from the date of engagement, whichever is the later.

10. PRESENSIE-, TYD- EN LOONREGISTERS.

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

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

11. RAADSKAS EN UITGAWES.

(1) Die fondse van die Raad berus by en word beheer deur die Raad.

(2) Ten einde die uitgawes van die Raad te dek, moet elke werkgever van elkeen van sy werknemers, behalwe vakleerlinge, bydraes, soos in subartikel (3) hiervan genoem, aftrek. By hierdie bydraes wat afgetrek word, moet die werkgever 'n gelyke bedrag voeg en moet maand vir maand, maar nie later as die 10de van die maand na die maand waarop die bydraes betrekking het nie, die totale bedrag aan bydraes aan die Sekretaris van die Raad stuur, onder dekking van en tesame met besonderhede in die vorm wat in Aanhangsel B van hierdie Ooreenkoms getoon word.

(3) Elke werkgever moet kragtens subartikel (2) hiervan 1d. bydrae elke Vrydag van elke werknemer aftrek wat in hierdie Ooreenkoms omskryf word en wat in sy inrigting werk.

(4) Die bydraes in subartikel (2) hiervan genoem, word deel van die fonds waarna in subartikel (1) hiervan verwys word.

12. WERKNEMERS SE VERTEENWOORDIGERS OP DIE RAAD EN VERWANTE UITVOERENDE KOMITEES.

Werknemers se verteenwoordigers op die Raad moet alle redelike geriewe deur hul werkgevers gegee word om hul pligte in verband met vergaderings van die Raad, die werkloosheidsverzekeringsfonds en vakleerlingkomitees na te kom, en afgevaardigdes van die uitvoerende raad van die „Motor Industry Employees' Union" moet alle geriewe toegestaan word om vergaderings van die uitvoerende raad by te woon.

13. LIDMAATSKAP VAN VAKVERENIGINGS.

(1) (a) Geen lid van die „Motor Industry Employees' Union of S.A." mag werk by 'n werkgever aanneem wat nie lid van die „S.A. Motor Industry Employers' Association" is nie.

(b) Geen lid van die „S.A. Motor Industry Employers' Association" mag 'n werknemer in diens neem wat nie lid van die „Motor Industry Employees' Union of S.A." is nie.

(2) Bewys van lidmaatskap van die „Motor Industry Employees' Union of S.A." is die indiening van 'n lidmaatskapkaart van die lopende jaar wat deur die genoemde vakvereniging uitgereik is en waarop aangeteken is die graad waarin die lid deur dié vakvereniging geregistreer is.

(3) Hierdie artikel is nie van toepassing op vakleerlinge nie, ook nie in gevalle waarin, na die mening van die Raad, lidmaatskap van 'n party by hierdie Ooreenkoms sonder behoorlike rede geweier of beëindig is en die applicant hierdie weiering by die Raad binne 14 dae daarna aangemeld het nie.

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

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

14. LEDEGELD AAN DIE „MOTOR INDUSTRY EMPLOYERS' UNION OF S.A." EN DIE „SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION".

Elke werkgever wat 'n lid is van die „South African Motor Industry Employers' Association" moet, kragtens hierdie Ooreenkoms, van die loon van elkeen van sy werknemers wat deur hierdie Ooreenkoms geraak word, die bedrag aan ledegeld deur dié werknemers aan die „Motor Industry Employees' Union of S.A." betaalbaar, aftrek en moet die bedrag aldus afgetrek, op die vorm voorgeskryf in aanhangsel B op of voor die tiende dag van elke maand wat volg op dié waarop die korting betrekking het, aan die Sekretaris van die Raad stuur.

15. JAARLIKSE VERLOF.

(1) Alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en vakleerlinge is geregtig tot en moet, onderworpe aan onderstaande voorwaardes, agtien opeenvolgende werkdade verlof met betaling waarby vier naweke inbegrepe is, toegestaan word:—

(a) Weekliks betaalde werknemers kom in aanmerking vir dié verlof na voltooiing van 52 weke ononderbroke diens by dieselfde werkgever van die datum af waarop die laaste vakansie verskuldig was of, na gelang van die jongste datum, van die datum van indiensneming af.

- (b) The employer shall fix the time when such leave shall be taken but if the employer shall not have granted to an employee his period of leave at an earlier date such leave shall be granted so as to commence within two months after termination of 52 weeks' or twelve months' service, as the case may be.
- (c) In the event of an employee not availing himself of leave granted to him in terms of this section, any leave pay to which he may be entitled shall be subject to forfeiture at the discretion of the Council.
- (d) Leave pay shall be paid at the rate of remuneration the employee was receiving or entitled to receive in terms of this Agreement (whichever is the greater), immediately prior to the date upon which the employee became entitled to his annual leave, or on the termination of contract where this takes place before the leave has been granted.
- (e) If any public holiday referred to in section 16, sub-section (1), falls within the period of leave of the employee concerned, such holiday shall be added to the said period of leave, on full pay.
- (2) Where an employee ordinarily entitled to qualify for leave is discharged or leaves before the completion of the qualifying period—
- (a) he shall be entitled to three fifty-seconds of a week's remuneration for every week in which he works at least five days from the date of commencing work with the employer, or from the date his last annual leave became due, as the case may be;
- (b) the amount to which such employee is entitled shall, in the case of journeymen only, be forwarded by the employer to the Secretary of the Council, P.O. Box 1946, Cape Town, immediately on termination of the employee's employment, and no deductions, other than those referred to in section 5, sub-section (6) (b), may be made from such amount as a set-off against any moneys which may be owing to the employer by such employee;
- (c) an employer when making any payment in terms of this section shall complete in triplicate a holiday leave pay voucher in the form prescribed in Annexure C to this Agreement, forward one copy to the Secretary, hand one copy to the employee concerned, and retain the third copy in his possession;
- (d) no employee, such as is referred to in this sub-section shall take his leave credit in cash from his employer. Such employee shall, on entering the service of another employer, present to such employer the copy of the holiday leave pay voucher referred to herein, and such employer shall make arrangements for the employee to be granted his annual leave at the expiry of such period as may be necessary to make the total periods worked since the commencement of the qualifying period up to 52 weeks;
- (e) when an employee's leave, due in terms of this sub-section, is granted, his employer shall at that time pay to him the amount of holiday pay due to him and the employee shall apply to the Council's office for the amount standing to his credit which shall be paid out to him by the Council;
- (f) the Secretary of the Council shall place such amounts received on behalf of holiday leave pay in a trust account operated by the Council and shall pay the amount due to any employee only after such employee has completed 52 weeks' employment if he is a weekly employee in two or more establishments. Should the employee leave the industry the amount shall be paid to him on the expiry of 52 weeks reckoned from the date leave pay commenced to accrue, or earlier, at the discretion of the Council;
- (g) holiday leave pay in the possession of the Council and not claimed by any employee after three years from the date of the last deposit shall be forfeit to the Council;
- (h) the cost of the administration of the trust account referred to in the previous paragraph shall be borne by the Council who may, in its discretion, invest any of the funds on hand with an approved bank and/or building society, and any interest accruing from such investment shall be retained by the Council towards the cost of administration of the aforesaid trust fund;
- (i) in the case of employees other than journeymen referred to in this Agreement, the amount due to them in terms of this sub-section shall be paid direct to them by the employer.
- (3) Should an employee die, or, in the course of his work be incapacitated from continuing, at his trade, the amount which was accrued in respect of his leave shall be payable to his estate, or to himself, as the case may be.
- (4) Annual leave shall not be concurrent with any period during which an employee is required to undergo training under the South Africa Defence Act, 1912, nor during any period of notice of termination of service.
- (5) No employee shall, for remuneration, engage in his normal occupation during the period of leave.

- (b) Die werkgewer moet die tyd vasstel wanneer die verlof geneem moet word, maar as die werkgewer nie eerder aan 'n werknemer sy verloftydperk toegestaan het nie, moet die verlof toegestaan word om, na gelang van die geval, binne twee maande na beëindiging van 52 weke, of twaalf maande diens, te begin.
- (c) Ingeval 'n werknemer nie van verlof wat ingevolge hierdie artikel aan hom toegestaan is, gebruik maak nie, is enige verlobbetaling waartoe hy geregtig mag wees, onderworpe aan verbeuring na goeddunke van die Raad.
- (d) Verlobbetaling moet betaal word teen die besoldiging wat die werknemer ontvang het of geregtig was om te ontvang ingevolge hierdie Ooreenkoms (watter een ook al die grootste is), onmiddellik voor die datum waarop die werknemer tot sy jaarlikse verlof geregtig geword het, of by beëindiging van die kontrak ingeval dit plaasvind voordat die verlof toegestaan is.
- (e) As 'n openbare vakansiedag genoem in artikel 16, sub-artikel (1), in die verloftydperk van die betrokke werknemer val, moet dié vakansiedag by die genoemde verlobtydperk met volle betaling gevoeg word.
- (2) Wanneer 'n werknemer wat op die gewone wyse geregtig is om vir verlof in aanmerking te kom, ontslaan word of sy diens verlaat voor die einde van die kwalifiseertydperk—
- (a) is hy geregtig tot drie twee-en-vyftigstes van 'n week se loon vir elke week wat hy, minstens vyf dae werk van die datum waarop hy by die werkgewer begin werk het of van die datum waarop sy laaste jaarlikse verlof verskuldig geword het, na gelang van die geval;
- (b) moet die bedrag waartoe die werknemer geregtig is, slegs in die geval van vakmanne, deur die werkgewer aan die Sekretaris van die Raad, Posbus 1946, Kaapstad, gestuur word onmiddellik na beëindiging van die werknemer se diens en geen korting van enige aard, behalwe dié genoem in artikel 5, subartikel 6 (b), mag van sodanige bedrag gemaak word as teëvordering vir enige geld wat die werknemer aan die werkgewer verskuldig is nie;
- (c) wanneer 'n werkgewer 'n betaling doen kragtens die bepalings van hierdie artikel, moet hy 'n verlobbetalingorder in drievoud uitmaak in die vorm voorgeskryf in aanhangsel C van hierdie Ooreenkoms, en een kopie aan die Sekretaris stuur, een kopie aan die betrokke werknemer oorhandig, en een kopie self behou;
- (d) geen werknemer, genoem in hierdie subartikel, mag sy verlobkrediet in kontant van sy werkgewer aanneem nie. So'n werknemer moet by diensaanvaarding by 'n ander werkgewer die kopie van die heringenoemde verlobbetalingorder aan daardie werkgewer oorhandig en so'n werkgewer moet reëlings tref vir die toestaan van sy jaarlikse verlof aan die werknemer by beëindiging van die tydperk wat nodig mag wees om die totale gewerkte tydperke sedert die aanvang van die kwalifiseertydperk op 52 weke te bring;
- (e) wanneer 'n werknemer se verlof, verskuldig ingevolge die bepalings van hierdie subartikel, toegestaan is, moet sy werkgewer die bedrag van die verlobbetaling wat dan aan hom verskuldig is, aan hom betaal en die werknemer moet by die Raad se kantoor aansoek doen om die bedrag waarmee hy gekrediteer is en wat deur die Raad aan hom betaal moet word;
- (f) Die Sekretaris van die Raad moet die bedrae wat vir vakansieverlobbetaling ontvang is, op 'n trustrekening plaas waarop die Raad trek en moet die bedrag, aan enige werknemer verskuldig, slegs betaal nadat dié werknemer 52 weke diens in twee of meer inrigtings voltooi het as hy 'n weeklikse werknemer is. As die werknemer die nywerheid verlaat, moet die bedrag aan hom betaal word na affloot van 52 weke, gereken van die datum af waarop verlobbetaling begin oploop het, of vroeër, na goeddunke van die Raad;
- (g) verlobbetaling in besit van die Raad en nie na drie jaar van die datum van die laaste deposito deur enige werknemer opgeëis nie, word aan die Raad verbeur;
- (h) die administrasiekoste van die trustrekening, genoem in die vorige paragraaf, moet deur die Raad gedra word wat na sy goeddunke enige van die beskikbare fondse by 'n goedgekeurde bank- en/of bougenootskap kan belê, en rente wat uit so'n belegging oploop, moet deur die Raad gehou word ter bestryding van die administrasiekoste van voornoemde trustfonds;
- (i) in die geval van werknemers behalwe vakmanne, in hierdie Ooreenkoms genoem, moet die bedrag aan hulle ingevolge hierdie subartikel verskuldig, regstreeks deur die werkgewer aan hulle betaal word.
- (3) As 'n werknemer sterf of in die loop van sy werk onbevoeg raak om sy bedryf voort te sit, is die bedrag wat ten opsigte van sy verlof opgeloopt het, na gelang van die geval, betaalbaar aan sy boedel of aan homself.
- (4) Jaarlikse verlof mag nie met 'n tydperk waarin 'n werknemer verplig is om opleiding ingevolge die Zuid-Afrika Verdedigings Wet, 1912, te ondergaan of met 'n diensopseggings-termyn, saamval nie.
- (5) Geen werknemer mag gedurende sy verloftydperk teen besoldiging in sy normale bedryf werk nie.

(6) For the purpose further of this section the expression "employment" shall be deemed to include any period or periods during which an employee—

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

(7) Any employee who shall absent himself from his work for more than three consecutive days, on account of illness, must, if required by his employer to do so, produce a doctor's certificate. Such certificate must state clearly and in simple language the nature of the illness from which the employee is suffering.

(8) For purpose of this section "remuneration" shall mean the basic or actual wage (whichever is the greater), plus cost of living allowance and any weekly bonus which forms part of the normal weekly remuneration.

16. PAYMENT FOR PUBLIC HOLIDAYS.

(1) If an employee does not work on Good Friday, Dingaan's Day, Christmas Day, Boxing Day or New Year's Day, his employer shall pay him in respect of such day, earnings at a rate not less than his ordinary working hours for that day of the week.

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

(3) Subject to the provisions of section 18 of this Agreement, an employer shall be entitled to close his establishment on any public holiday, and if an employee, other than an apprentice does not work on any such public holiday [other than holidays referred to in sub-section (1) of this section] he shall not be entitled to any remuneration in respect of such holiday; provided that an employer who proposes to close his establishment or any part thereof on any public holiday other than those referred to in sub-section (1) hereof shall post in a place readily accessible to his employees and not later than the day prior to such holiday, a notice stating the period during which employees concerned will not be required to work.

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

(1) The maximum overtime that may be worked by any employee shall not exceed 10 hours per week, provided that no employee who is a female shall be required to work overtime—

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

(2) Where any employee is required or permitted to work in excess of the hours prescribed in section 29 of this Agreement, any such excess time worked shall be regarded as overtime and paid for at the following rates:—

- (a) Where such overtime is worked between the hours of 6 a.m. and midnight on any week day, an employee shall be paid at one and one-half times his hourly rate for each hour or part of an hour of the time so worked.
- (b) Where such overtime is worked between the hours of midnight and 6 a.m. on any week day, an employee shall be paid at double his hourly rate for each hour or part of an hour of the time so worked.

(3) Whenever an employee [other than labourers and service attendants who perform any of the duties specified in paragraphs (a) and (b) of the definition of "labourer"] works on a Sunday, he shall be paid—

- (a) for any period up to one hour's work, not less than £1;
- (b) for any period in excess of one hour, but not exceeding two hours, not less than £1. 10s.;
- (c) if more than two hours' work is performed, not less than double his ordinary daily wage, provided that in respect of any time worked in excess of eight hours, he shall in addition receive double his hourly rate of wage for each hour or part of an hour worked in excess of such eight hours;
- (d) Whenever any labourer or service attendant who is employed mainly or exclusively on any of the duties specified in paragraph (a) of the definition of labourer (excluding the duties of cleaning and/or polishing and/or dusting of motor vehicles, painting tyres, attending to

(6) Verder word dit vir die toepassing van hierdie artikel beskou dat by die uitdrukking „diens” ook inbegrepe is enige tydperk of tydperke wat 'n werknemer—

- (a) ingevolge subartikel (1) hiervan met verlof is;
- (b) opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, moet ondergaan;
- (c) volgens opdrag of op versoek van die werkgewer van sy werk afwesig is;
- (d) weens siekte of ongeval van sy werk afwesig is wat in die geheel 'n tydperk van hoogstens dertig dae gedurende 'n jaar beloop.

(7) 'n Werknemer wat weens siekte vir meer as drie agtereenvolgende dae van sy werk wegbly, moet 'n doktersertifikaat voorlê as die werkgewer dit van hom eis. So'n sertifikaat moet duidelik en in eenvoudige taal die aard van die siekte vermeld waaraan die werknemer ly.

(8) Vir die toepassing van hierdie artikel beteken „verdiens” die basiese of werklike loon (watter een ook al die grootste is), plus lewenskostetoelae en enige weeklikse bonus wat deel van die gewone weeklikse verdienste uitmaak.

16. BETALING VIR OPENBARE VAKANSIEDAE.

(1) As 'n werknemer nie op Goëie-Vrydag, Dingaansdag, Kersdag, Tweede Kersdag of Nuwejaarsdag werk nie, moet sy werkgewer hom ten opsigte van so'n dag besoldig teen 'n skaal van minstens sy gewone werksure vir daardie dag van die week.

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

(3) Onderworpe aan die bepalinge van artikel 18 van hierdie Ooreenkoms mag 'n werkgewer sy inrigting op enige openbare vakansiedag sluit, en as 'n werknemer, behalwe 'n vakleerling, nie op so'n openbare vakansiedag [behalwe vakansiedae waarna in subartikel (1) van hierdie artikel verwys word] werk nie, is hy nie tot besoldiging ten opsigte van die vakansiedag geregtig nie; met dien verstande dat 'n werkgewer wat van voorneme is om sy inrigting of 'n gedeelte daarvan op 'n openbare vakansiedag, behalwe dié waarna in subartikel (1) hiervan verwys word, te sluit, hy op 'n plek wat maklik toeganklik vir sy werknemers is en nie later as die dag voor die vakansiedag nie, 'n kennisgewing moet opplak waarin die tyd gemeld word waarin dit nie van die betrokke werknemers verwag sal word om te werk nie.

17. BEPALINGS IN SAKE OORTYDDIENS. BETALING DAARVOOR EN BETALING VIR WERK OP SONDAG.

(1) Die maksimum oortyddiens wat 'n werknemer mag doen, mag nie meer as 10 uur per week wees nie; met dien verstande dat dit van geen werknemer wat 'n vrou is, vereis kan word om oortyd te werk nie—

- (a) vir meer as twee uur op 'n dag;
- (b) op meer as drie agtereenvolgende dae;
- (c) op meer as sestig dae in 'n jaar;
- (d) na voltooiing van haar gewone werksure, vir meer as een uur op 'n dag, tensy sy—
 - (i) voor middag daarvan in kennis gestel is; of
 - (ii) sy van 'n behoorlike ete voorsien is voordat sy met die oortyddiens begin; of
 - (iii) sy betyds 'n minimum toelae van 1s. 6d. betaal is om haar in staat te stel om ete te verkry voordat die oortyddiens moet begin.

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

- (a) As die oortyddiens tussen die ure 6 vm. en middernag op 'n week gewerk word, moet 'n werknemer teen 1½ maal sy uurloon betaal word vir elke uur of gedeelte van 'n uur van die tyd aldus gewerk.
- (b) As die oortyddiens tussen die ure middernag en 6 vm. op 'n week gewerk word, moet 'n werknemer teen tweemaal sy uurloon betaal word vir elke uur of gedeelte van 'n uur van die tyd aldus gewerk.

(3) Ingeval 'n werknemer [behalwe arbeiders en bediendes wat enigen van die pligte nakom wat in paragrawe (a) en (b) van die woordbepaling van „arbeider” genoem word], op 'n Sondag werk, moet hy soos volg betaal word:—

- (a) vir enige tydperk tot en met een uur se werk, minstens £1;
- (b) vir enige tydperk van langer as een uur, maar nie meer as twee uur nie, minstens £1. 10s.;
- (c) as meer as twee uur se werk gedoen word, minstens dubbel sy gewone dagloon; met dien verstande dat ten opsigte van tyd gewerk wat meer as agt uur is, hy daarbenewens dubbel sy uurloon moet ontvang vir elke uur of gedeelte van 'n uur gewerk wat meer as agt uur was;
- (d) wanneer 'n arbeider of bediende wat hoofsaaklik of uitsluitlik in diens is vir enigen van die werksaamhede in paragraaf (a) van die woordbepaling van „arbeider” genoem (behalwe die werk om motorvoertuie skoon te maak, en/of te poleer en/of af te stof, buitebande te

equipment, using hoists to raise and lower motor vehicles) works his normal shift on any Sunday, his employer shall pay him not less than one and one-third times his ordinary hourly rate of remuneration in respect of each hour or part of an hour thereof and double his ordinary hourly rate of remuneration for each hour or part of an hour thereafter;

- (e) whenever a labourer or service attendant performs work on a Sunday any duties specified in paragraph (b) of the definition of "labourer" he shall be paid not less than—

- (i) for any period up to one hour, 5s. (five shilling);
- (ii) for any period in excess of one hour, but not exceeding two hours, 7s. 6d. (seven shillings and sixpence);
- (iii) if more than two hours work is performed, not less than double his ordinary daily wage, provided that in respect of any time worked in excess of eight hours he shall in addition receive double his hourly rate of wage for each hour or part of an hour worked in excess of such eight hours.

18. HOURS OF OPENING AND CLOSING.

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

- (a) on any Sunday or public holiday;
- (b) earlier than 8 a.m. on any day;
- (c) later than 6 p.m. on Mondays to Fridays, inclusive;
- (d) later than 12 noon on Saturdays;

provided that this sub-section shall not be deemed to prevent—

- (i) the sale of petrol and oil; and
- (ii) such tyres and tubes or such accessories or parts as are required in the case of emergency or breakdown to replace defective equipment necessary to enable a motorist to proceed.

(2) No employer in the Industry shall, nor shall he cause or permit any employee to oil and grease or wash and polish any motor vehicle during the periods of prohibition created in sub-section (1) of this section, nor on New Year's Day, Good Friday, Dingaan's Day, Christmas Day, Boxing Day, or after 12 noon on Saturdays.

19. SHORT TIME AND TEMPORARY EMPLOYMENT.

(1) Notwithstanding anything to the contrary in this Agreement and subject to the provisions of sub-sections (2) and (3) of this section, an employer may work his employees short time and pay such employees, instead of the weekly wage, the hourly rates for each hour or part of an hour worked.

(2) Short time must be applied equally amongst the employees, and in no case shall it be applied in any one week in excess of one and one-half full working days, that is to say, 13½ hours.

(3) Where short time is being worked in any establishment, an employee who on any day attends at the establishment on the instructions of the employer or his representative, shall be entitled to be employed for at least half a day on any such day or to receive a minimum of half a full day's pay in lieu thereof. Any employee who is not required to attend on any day must be informed prior to such day that his services will not be required, otherwise, if he attends, he shall be deemed to be attending on the instructions of the employer.

(4) Where an employer finds it necessary to employ additional temporary employees, such additional temporary employees may be employed and paid at an hourly rate for each hour or part of an hour worked.

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

20. TRAVELLING ALLOWANCE.

(1) An employee who is required to work away from the establishment in which he is ordinarily employed shall be paid—

- (a) at ordinary rates of wages whilst travelling, not exceeding, however, one day's pay in respect of every period of 24 consecutive hours;
- (b) whilst on the job at ordinary rates of wages for any portion of the work which is done during the normal hours of the establishment in which he is engaged, and overtime rates as laid down in section 17 for any portion of the work which is done outside of such normal hours;
- (c) five shillings per night for such nights as he is prevented by his work from returning to his home;
- (d) second-class return fare if he travels by train, and a refund of the cost of his meals and bed on the train;
- (e) a refund of board and lodging when on the job or travelling to and from the job;
- (f) 2s. 6d. per night in the case of a labourer and 5s. in the case of any other employee for such nights as he is prevented by his work from returning to his home.

(2) Whenever any employee travels in any manner other than by train, the employer shall either provide the means of transport or make arrangements for it.

verf, uitrustig te versorg, hystoestelle te gebruik om motorvoertuie op te lig of te laat sak), sy gewone skof op 'n Sondag werk, moet sy werkgever hom minstens 1½ maal sy gewone uurloon betaal ten opsigte van elke uur of gedeelte van 'n uur daarvan en dubbel sy gewone uurloon vir elke uur of gedeelte van 'n uur daarna;

- (e) as 'n arbeider of bediende werk op 'n Sondag doen wat in paragraaf (b) van die woordbepaling van „arbeider” genoem word, moet hy minstens die volgende betaal word:—

- (i) Vir enige tyd tot en met 'n uur, 5s. (vyf sjielings);
- (ii) vir enige tyd wat meer as een uur is, maar nie meer as twee uur nie, 7s. 6d. (sewe sjielings en ses pen-nies);
- (iii) as meer as twee uur se werk gedoen word, minstens dubbel sy gewone daagloon; met dien verstande dat hy daarbenewens ten opsigte van enige tyd van langer as agt uur dubbel sy uurloon betaal moet word vir elke uur of gedeelte van 'n uur wat oor dié agt uur gewerk is.

18. OPENINGS- EN SLUITINGSURE.

(1) Geen werkgever mag 'n motorverkoops- en/of vertoonkamer, toebehorewinkels of motorslooplek of kantoor aan engeen hiervan verbonde, soos volg oopmaak, of oophou of toelaat dat dit oop is nie, en geen werknemer mag in of uit 'n motorverkoops- of vertoonkamer, toebehorewinkels of motorslooplek of kantoor aan engeen hiervan verbonde, goedere of handelsware verkoop of lewer nie, behalwe vir gebruik in sy werkgever se werks-winkel—

- (a) op Sondag, of openbare vakansiedag;
- (b) voor 8 vm. op enige dag;
- (c) na 6 nm. op Maandag tot en met Vrydag;
- (d) na 12-uur middag op Saterdag;

met dien verstande dat dit nie beskou moet word dat hierdie subartikel ondervermelde verbied nie:—

- (i) Die verkoop van petrol en olie; en
- (ii) dié buite- en binnebande of dié toebehore of onderdele wat ingeval van nood of 'n defek nodig is om onklaargemaakte uitrusting te vervang ten einde 'n motoris in staat te stel om verder te reis.

(2) Geen werkgever in die nywerheid kan gedurende die tyd-perke van verbod soos vasgestel kragtens subartikel (1) van hierdie artikel, nóg op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag, Kersdag, of na 12-uur middag op Saterdag enige motor-voertuig olie en smeer, of was, of poleer, nóg van enige werknemer vereis of hom toelaat om dit te doen nie.

19. KORTTYD EN TYDELIKE WERK.

(1) 'n Werkgever mag, ondanks andersluidende bepalings in hierdie Ooreenkoms en onderworpe aan die bepalings van sub-artikels (2) en (3) van hierdie artikel, ys werknemers, korttyd laat werk en dié werknemers teen die uurloon vir elke uur of deel van 'n uur gewerk, in plaas van die weeklikse loon betaal.

(2) Korttyd moet eweredig op alle werknemers toegepas word, en in geen geval mag dit in enige week vir meer as 1½ volle werkdag, d.w.s. 13½ uur, toegepas word nie.

(3) Indien korttyd in enige inrigting gewerk word, is 'n werknemer, wat op 'n dag op las van die werkgever of sy verteenwoordiger by die inrigting opdaag, geregtig om vir minstens 'n halfdag op dié dag te werk gestel te word of om in plaas daarvan minstens 'n halfdag se loon te ontvang. Enige werknemer, van wie dit nie verlang word om op enige dag teenwoordig te wees nie, moet voor dié dag in kennis gestel word dat sy dienste nie nodig sal wees nie, anders word hy, as hy opdaag, beskou op las van die werkgever teenwoordig te wees.

(4) Ingeval 'n werkgever dit nodig vind om addisionele tydelike werknemers in diens te neem, kan dié addisionele tydelike werknemers teen die uurloon vir elke uur of deel van 'n uur gewerk in diens geneem en betaal word.

(5) Behalwe met die goedkeuring van die Registrateur van Vak-leerlinge, mag 'n vakleerling nie korttydwerk doen nie.

20. REISTOELAE.

(1) 'n Werknemer van wie dit verlang word om elders te werk as in die inrigting waar hy in die gewone loop van sake in diens is, moet betaal word—

- (a) teen gewone loonskale terwyl hy op reis is, dog nie meer as een dag se betaling ten opsigte van elke tydperk van 24 agtereenvolgende uur nie;
- (b) terwyl hy op die werk is, teen gewone loonskale vir enige deel van die werk wat gedurende die gewone werkure van die inrigting waarin hy werksaam is, gedoen word, en oortydskale soos vasgestel in artikel 17 vir enige deel van die werk wat buite die normale werkure gedoen is;
- (c) vyf sjielings per nag vir nagte wat hy deur sy werk verhoinder word om na sy huis terug te keer;
- (d) tweedeklas-retoerkaartjie as hy per trein reis en terug-betaling van die koste van sy maaltye en bed op die trein;
- (e) terugbetaling vir kos en inwoning terwyl hy op die werk is of op reis na en van die werk;
- (f) 2s. 6d. per nag in die geval van 'n arbeider en 5s. in die geval van enige ander werknemer as hy deur sy werk verhoinder word om terug te gaan huis toe.

(2) Ingeval 'n werknemer op enige ander manier as per trein reis, moet die werkgever of die vervoermiddel verskaf of reëlings daarvoor tref.

21. OVERALL ALLOWANCE.

(1) Every employer shall pay weekly to all employees for whom wages are prescribed in this Agreement an overall allowance of one shilling and sixpence per week as specified in section 27 for each week worked, provided that if overalls are supplied free of charge by employer, or if overalls are not worn by employees, such allowance shall not be paid.

(2) Where overalls are supplied free of charge by employer, not less than two suits per annum shall be so supplied.

(3) Where an overall allowance in terms of sub-section (1) of this sections is paid, the employer shall supply overalls to the employee at net cost.

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

22. COST OF LIVING ALLOWANCE.

(1) In addition to the wages payable in terms of this Agreement or any contract of apprenticeship, every employer shall pay to each of his employees in respect of every week, a cost of living allowance as set out in this section.

(2) The cost of living allowance payable in terms of sub-section (1) hereof shall be—

(a) in the case of journeymen in Area A 36 per cent. on £6. 12s.;

(b) in the case of all other employees for whom remuneration is prescribed in this Agreement, in accordance with the provisions of War Measure No. 43 of 1942, as amended from time to time.

(3) The cost of living allowance payable to an employee in respect of any week may be reduced pro rata according to any period of absence from work without the employer's permission, unless such absence is due to illness or a disablement falling within the provisions of the Workmen's Compensation Act, in which event no deduction shall be made in respect of the first week of such absence.

(4) The cost of living allowance provided for in this section shall include any allowance payable to the employees concerned under War Measure No. 43 of 1942, as amended from time to time, or any superceding measure; provided that where the allowance prescribed in this Agreement is less than such measure payable to the employee concerned under the said War Measure it shall be increased so as to be equal to the allowance prescribed in such measure.

23. SUPPLY OF TOOLS.

(1) An employer shall provide each of his employees with a suitable locker for his tools.

(2) Every employer shall provide the following articles free of charge:—

Electric 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 cleansing greasy parts before re-assembling, hacksaw blades, 8-in. files and over, mechanics' cradles, goggles for welders, respirators for spray painters and labourers and service attendants engaged in under-carriage spraying, rubber gloves and rubber aprons or overalls for electricians or others engaged on continuous battery work and the handling of acids, trimmers' sewing machines, stud extractors, gum boots or block boots and leggings for employees engaged in washing cars, and such other tools as are customarily supplied by employers.

(3) Where any of the following articles are required in an establishment, the employer shall provide these free of charge:—

Drills of $\frac{3}{4}$ th inch and over, reamers of all sizes, screwing tackles, stocks and dies and taps, blow lamps, and spanner for 1-inch nuts and over, all special spanners, hammers of 3 lb. and over, Stillson wrenches over 12 inches, wringing irons, wheel and other pullers, large soldering irons, rivet sets, valve seat cutters, valve grinding compound, micrometers, hydrometers, and electrical testing and fault-finding apparatus and blacksmiths' tools, and wheel nut spanners for the use of service attendants and labourers.

(4) (a) An employer shall pay to each of his journeymen and/or fourth and fifth year apprentices who are required to supply their own tools in accordance with minimum tool list as referred to in sub-section (4) (c) of this section, in addition to normal remuneration, a tool allowance of 1s. 9d. per week in accordance with the rate specified in section 27 of this Agreement.

(b) The tool allowance shall be paid at the same time as the journeyman's weekly wages are paid and save as provided in sub-section (c) of this section, no employer shall require or permit any journeyman to repay him the whole or any portion of any tool 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 Council, of journeymen's tools to be provided, owned and used by each journeyman in his employ and in the course of his work, subject to such tools being procurable.

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

21. TOELAES VIR OORPAKKE.

(1) Elke werkgever moet weekliks aan alle werknemers vir wie lone in hierdie Ooreenkoms vasgestel word, 'n oorpaktoelae van een shilling en ses pennies vir elke week gewerk, betaal, soos by artikel 27 bepaal; met dien verstande dat as oorpakke kosteloos deur die werkgever verskaf word, of as oorpakke nie deur werknemers gedra word nie, dié toelae nie betaal moet word nie.

(2) Ingeval oorpakke kosteloos deur die werkgever verskaf word, moet minstens twee pakke per jaar aldus verskaf word.

(3) Ingeval 'n oorpaktoelae kragtens subartikel (1) van hierdie artikel betaal word, moet die werkgever die oorpakke aan die werknemer teen netto koste verskaf.

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

22. LEWENSKOSTETOELAE.

(1) Bo en behalwe die besoldiging wat ingevolge hierdie Ooreenkoms of vakleerlingskapkontrak betaalbaar is, moet elke werkgever aan elkeen van sy werknemers ten opsigte van elke maand of week, al na die geval, die lewenskostoelae betaal wat in hierdie artikel bepaal word.

(2) Die lewenskostoelae wat ingevolge subartikel (1) hiervan betaalbaar is, is die volgende:—

(a) In die geval van vakmanne in die gebied A, 36 persent op £6. 12s.;

(b) in die geval van ander werknemers vir wie besoldigings in hierdie Ooreenkoms bepaal is, ooreenkomstig Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig.

(3) Die lewenskostoelae, aan 'n werknemer ten opsigte van 'n week betaalbaar, mag *pro rata* vermind word volgens enige tydperk van afwesigheid van werk sonder die werkgever se toestemming, tensy dié afwesigheid die gevolg is van siekte of 'n ongeskiktheid wat binne die bestek van die Ongevallewet val; in hierdie geval mag geen vermindering ten opsigte van die eerste week van so'n afwesigheid gemaak word nie.

(4) Die lewenskostoelae wat in hierdie artikel voorgeskryf word, moet alle toelae insluit wat aan die betrokke werknemers ingevolge Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, verskuldig is, of enige maatreël wat dit vervang; met dien verstande dat as die toelae wat by hierdie Ooreenkoms voorgeskryf is, minder is as dié wat ingevolge genoemde Oorlogsmaatreël aan die betrokke werknemer betaalbaar is, moet dit groter gemaak word om gelyk te wees aan die toelae wat by die Oorlogsmaatreël voorgeskryf is.

23. VERSKAFFING VAN GEREEDSKAP.

(1) 'n Werkgever moet elkeen van sy werknemers van 'n geskikte toesluitkas voorsien.

(2) Werkgevers moet onderstaande kosteloos verskaf:—

Elektriese en/of lugdrukboormasjiene, banke en bank-skroewe, domkrigte en bokke, amarilskywe, katrolle en hystoestelle of krane, ghriesspuite of ander smeerapparate, verlengingsligte met hoogstens een gloeilamp per maand, smeer- en sweetlappe, middels om vetterige dele mee skoon te maak voordat dit weer inmeekaargesit word; lemme vir ystersae, vyle van 8 duim en langer, slêë vir werktuigkundiges, sweisbrille vir sweisers, asemhalingsmaskers vir spuitverwers en arbeiders en bediendes in diens om onderstelle te spuitverf, rubberhandskoene en rubbervoorskote vir elektrisiëns of ander wat voordurend aan batterye en met sure werk, naaimasjiene vir bekleërs, boutuithalers, rubberstewels of blokstewels en beenbekleding vir werknemers wat motors was en alle ander gereedskap wat gewoonlik deur werkgevers verskaf word.

(3) Indien die onderstaande artikels in 'n inrigting nodig is, moet die werkgever dit kosteloos aan die werknemers verskaf:—

Bore van $\frac{3}{4}$ -duim en groter, ruimers van alle groottes, skroef-en skroefsnijgereedskap, blaaslampe, sleutels, vir moere van 1 duim en meer, alle spesiale skroefhamers, wieltrekkers, hamers van drie pond en groter, Stillsonmoerhamers groter as 12 duim, wringysters, groot soldeeroute, klinknaelstelle, klepbeddingslypers, klepslyppasta, mikrometers, hidrometers en apparate wat gebruik word vir elektrotegniese toetse en om gebreke te bepaal, en grofsmidgereedskap.

(4) (a) 'n Werkgever moet aan elkeen van sy vakmanne en/of vierde- en vyfdejaarse vakleerlinge wat hul eie gereedskap moet verskaf, ooreenkomstig die minimum gereedskaplys waarna in subartikel 4 (c) van hierdie artikel verwys word, benewens sy gewone besoldiging 'n gereedskapstoelae van 1s. 9d. per week betaal, ooreenkomstig die skaal wat by artikel 27 van hierdie Ooreenkoms bepaal word.

(b) Die gereedskapstoelae moet terselfdertyd as die vakman se weekloon betaal word en behalwe soos bepaal by subartikel (c) van hierdie artikel, mag geen werkgever van 'n vakman vereis of hom toelaat dat hy hom die hele of 'n gedeelte van 'n gereedskapstoelae terugbetaal nie.

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

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

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

(f) Should any journeyman entitled to a tool allowance, during any week work for less than 24 hours, he may be paid a pro rata share of the prescribed allowance.

(g) Tools for battery mechanics will be supplied by employer.

(h) 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 free of charge.

24. OUT WORK.

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

(2) No employee shall under any circumstances—

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

(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.

25. PIECE-WORK, FLAT-RATE WORK.

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

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

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

26. DIFFERENTIAL RATES OF WAGES.

Where any employee on any day performs work usually performed by another class of employee for whom wages are provided in this Agreement in excess of the wages which such former employee ordinarily receives, he shall be paid wages calculated at the hourly rate and earnings for any overtime worked, at the higher scale of wages for the whole day during which such work is performed.

27. WAGES.

No employer shall pay to any employee, and no employee shall accept in respect of any of the classes of employee specified hereunder, wages and/or earnings lower than those stated against such classes in respect of each of the areas indicated, namely:—

(a) Workshop Employees.

	Wages, per Hour.			All Areas, Allowances, per Week.	
	Area A. s. d.	Area B. s. d.	Area C. s. d.	Overall. s. d.	Tool. s. d.
(i) Journeymen (in all establishments).....	3 3	2 6	2 0	1 6	1 9
(ii) Battery Mechanic.....	2 4	2 1	1 7	1 6	—
(iii) Motor Vehicle Stripper (during first three months of experience).....	1 10	1 7	1 4	1 6	1 9
Motor Vehicle Stripper, thereafter.....	2 1	1 10	1 7	1 6	1 9
New Motor Vehicle Assembler.....	1 7	1 4	1 4	1 6	1 9
Scamstress.....	1 10	1 7	1 7	1 6	—
Juveniles employed in trades designated under the Apprenticeship Act, during pre-Apprenticeship period	Wages as prescribed for first year of Apprenticeship for the trade concerned.				

Apprentices.—Wages at the following rates are payable weekly to apprentices during the years specified, while serving their apprenticeship:—

	Wages per Week.			All Areas Allowances, per Week.	
	Area A. s. d.	Area B. s. d.	Area C. s. d.	Overall. s. d.	Tool. s. d.
First year.....	26 6	19 3	—	1 6	—
Second year.....	33 0	23 9	—	1 6	—
Third year.....	44 3	32 0	—	1 6	—
Fourth year.....	59 6	43 0	—	1 6	1 9
Fifth year.....	79 6	57 6	—	1 6	1 9

(b) Service Attendants and Labourers in all Establishments.

Service Attendants.....	1 0	0 8	0 8	1 6	—
Labourers.....	0 10½	0 6½	0 6	1 6	—

(c) Watchmen in all Establishments.

0 10½	0 6	0 6	1 6	—
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(d) An employee shall be deemed to be in that class in which he is wholly or mainly employed.

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

(f) As 'n vakman wat tot 'n gereedskapstoelae geregtig is, minder as 24 uur in 'n week werk, mag aan hom 'n *pro rata* gedeelte van die voorgeskrewe toelae betaal word.

(g) Gereedskap vir batterywerktuigkundiges sal deur die werkgewer verskaf word.

(h) Ingeval 'n werknemer wat herhalingswerk doen waarby groot hoeveelhede bore en vyle of dergelike breekbare gereedskap nodig is, moet dit kosteloos deur die werkgewer verskaf word.

24. BUITEWERK.

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

(2) 'n Werknemer mag hoegenaamd geen—

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

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

25. STUKWERK OF WERK TEEN UNIFORME TARIEF.

(1) Stukwerk of werk teen 'n uniforme tarief mag nie uitgegee of verrig word nie, tensy daartoe eers goedkeuring van die betrokke Raad verkry word.

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

(3) Vakleerlinge mag in geen geval op stukwerk of werk teen 'n uniforme tarief in diens geneem word nie.

26. DIFFERENSIËLE LOONSKALE.

Ingeval 'n werknemer op 'n dag werk doen wat gewoonlik deur 'n ander klas werknemer gedoen word vir wie hoër lone in hierdie Ooreenkoms voorgeskryf word as dié wat die genoemde vorige werknemer gewoonlik ontvang, moet hy lone betaal word wat bereken word teen die uurskaal en -verdiensle vir enige oortydwerk gedoen, teen die hoër loonskaal vir die hele dag waarin dié werk gedoen word.

27. LONE.

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

(a) Werkswinkelwerknemers.

	Lone per uur.			Alle gebiede, Toelae per week.	
	Gebied A. s. d.	Gebied B. s. d.	Gebied C. s. d.	Oor-pakke. s. d.	Gereed-skap. s. d.
(i) Vakman (in alle inrigtings).....	3 3	2 6	2 0	1 6	1 9
(ii) Batterywerktuigkundige.....	2 4	2 1	1 7	1 6	—
(iii) Motorvoertuigafmaker— Gedurende eerste drie maande ervaring.....	1 10	1 7	1 4	1 6	1 9
Daarna.....	2 1	1 10	1 7	1 6	1 9
Nuwe motorvoertuimonte- teur.....	1 7	1 4	1 4	1 6	1 9
Naaister.....	1 10	1 7	1 7	1 6	—
Jeugdiges in diens in nywer- hede aangewys by die Wet op Vakleerlinge, gedurende voorleertyd	Lone soos voorgeskryf vir eerste leerjaar vir betrokke nywerheid.				

Vakleerlinge.—Lone is weekliks teen ondergenoemde tariewe betaalbaar aan vakleerlinge in die genoemde jare terwyl hulle hul vakleerlingskap dien:—

	Lone per week.			Toelae, alle gebiede.	
	Gebied A. s. d.	Gebied B. s. d.	Gebied C. s. d.	Oor-pakke. s. d.	Gereed-skap. s. d.
Eerste jaar.....	26 6	19 3	—	1 6	—
Tweede jaar.....	33 0	23 9	—	1 6	—
Derde jaar.....	44 3	32 0	—	1 6	—
Vierde jaar.....	59 6	43 0	—	1 6	1 9
Vyfte jaar.....	79 6	57 6	—	1 6	1 9

(b) Bediendes en arbeiders in alle inrigtings.

Bediendes.....	1 0	0 8	0 8	1 6	—
Arbeiders.....	0 10½	0 6½	0 6	1 6	—

(c) Wagte vir alle inrigtings.

0 10½	0 6	0 6	1 6	—
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(d) Dit word beskou dat 'n werknemer in dié klas is waarin hy geheel en al of hoofsaaklik in diens is.

- (e) In the event of an employee not falling within the purview of journeyman as defined in section 3 of this Agreement being employed on work normally regarded as journeyman's work, his employer shall pay him remuneration and observe the conditions which he would have had to pay or observe had such employee in fact been a journeyman in terms of the said definition and the employer shall continue to pay such remuneration and observe such conditions whilst the employee is so employed.

28. RATIO.

Motor Vehicle Strippers.

At least 4 journeymen shall be employed by an employer before any motor vehicle stripper may be employed by him and one additional motor vehicle stripper may be employed for every additional four journeymen employed by him.

29. HOURS OF WORK.

- (1) Save as otherwise provided for in this Agreement, no employer shall require or permit an employee—
- to work for more than 46 hours, excluding meal breaks, in any one week;
 - to work for more than 8 hours, excluding meal breaks, on any one day, provided that in any establishment—
 - where on one day in every week the ordinary hours of work are not more than 5, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or
 - employees who do not ordinarily work on more than 5 days in the week, may on any work day be required or permitted to work for an additional period not exceeding 1½ hours;
 - to work for a continuous period of more than 5 hours without an uninterrupted interval of at least one hour, provided that for the purposes of this paragraph periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
 - who is a female to work—
 - between 6 o'clock p.m. and 8 o'clock a.m.;
 - after 1 o'clock on more than five days in any week.
- (2) It shall be permissible for any employer to arrange different starting and finishing times on any day in respect of service attendants and labourers provided that such starting or finishing times on any one day shall not in the aggregate exceed intervals of more than 45 minutes in any one establishment.
- (3) Every employee, for whom wages are prescribed in this Agreement, shall be entitled to a rest interval of not less than five minutes nor more than ten minutes at as nearly as practicable the middle of each morning and afternoon work period and such interval shall, for the purpose of calculating remuneration, be reckoned as part of the ordinary working hours.
- (4) Notwithstanding anything to the contrary elsewhere contained in this Agreement it shall be permissible, wherever in any parking garage a night parking service is conducted, to employ labourers or service attendants during 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.
- (5) Wherever a labourer or service attendant is employed on night parking services, he shall be paid by the employer not less than one week's wages as laid down in section 27 of this Agreement for the first 46 hours of his employment in any such week and for any hours worked in excess of 46 hours in any seven days, such labourer or service attendant shall be paid not less than 1½ times his ordinary rate of remuneration.
- (6) The normal hours of work of an employee whose wages are laid down in section 27 of this Agreement shall be those prescribed in sub-section (1) of this section, and shall be worked between the hours of 8 a.m. and 6 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays and between 8 a.m. and 12 noon on Saturdays.

30. SPECIAL PROVISIONS RELATING TO WATCHMEN.

- (1) Where any watchman is required to work in excess of 46 hours in any one week, such watchman shall be paid at the rate of time and one-half of his hourly rate for any hour or part thereof, provided that the total period of employment of a watchman shall not exceed 84 hours per week.
- (2) Every employer shall provide every watchman with—
- a suitable stick or knobkerrie for the protection of such employee;
 - a police whistle;
 - suitable provisions for the warmth of such an employee.

31. LETTING AND SUBLETTING 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 sublet or occupied by, any person for the purpose of such person engaging in any work connected with the Motor Industry without obtaining the prior consent of the Council.

- (e) Ingeval 'n werknemer wat nie onder die klas „vakman”, soos in artikel 3 van hierdie Ooreenkoms omskryf, ressoort nie, werk doen wat gewoonlik as vakmanswerk beskou word, moet sy werkgever hom 'n loon betaal en dié voorwaardes nakom wat hy sou moes betaal of nagekom het as dié werknemer werklik ingevolge die betrokke woordbepaling 'n vakman was en die werkgever moet voortgaan om dié verdienste te betaal en dié voorwaardes na te kom terwyl die werknemer aldus werk.

28. GETALLEVERHOUDING.

Motorvoertuigaftakelaars.

Minstens vier vakmante moet deur 'n werkgever in diens geneem word voordat 'n motorvoertuigaftakelaar deur hom in diens geneem mag word en een ekstra motorvoertuigaftakelaar mag in diens geneem word vir elke ekstra vier vakmante deur hom in diens geneem.

29. WERKURE.

- (1) Behoudens andersluidende bepalings in hierdie Ooreenkoms mag geen werkgever vereis of toelaat dat 'n werknemer—
- vir meer as 46 uur, met uitsondering van etenstye, gedurende 'n week werk nie;
 - vir meer as 8 uur, met uitsondering van etenstye, op 'n dag werk nie; met dien verstande dat in enige inrigting waarin—
 - die gewone werkure op een dag per week hoogstens 5 is, 'n werknemer aangesê of toegelaat kan word om vir 'n bykomende tydperk van hoogstens 'n halfuur op elkeen van die orige dae van die week te werk; of
 - die werknemers nie gewoonlik op meer as 5 dae per week werk nie, 'n werknemer op enige werkdag aangesê of toegelaat kan word om vir 'n bykomende tydperk van hoogstens 1½ uur te werk;
 - vir 'n aaneenlopende tydperk van meer as 5 uur sonder 'n ononderbroke tussenpos van minstens een uur werk nie; met dien verstande dat vir die toepassing van hierdie paragraaf werktidperke onderbreek deur tussenpose van minder as een uur as aaneenlopend beskou word; of
 - wat 'n vrou is; werk—
 - tussen 6-uur nm. en 8-uur vm. nie;
 - na 1-uur op meer as vyf dae in 'n week nie.
- (2) 'n Werkgever word toegelaat om verskillende begin- en sluitingsure op 'n dag ten opsigte van bediendes en arbeiders te reël; met dien verstande dat sulke begin- en sluitingstye op 'n dag nie tesame tussenpose van meer as 45 minute in 'n inrigting oorskry nie.
- (3) Elke werknemer, vir wie lone in hierdie Ooreenkoms voorgeskryf word, is geregtig tot 'n ruspose van minstens vyf minute en hoogstens tien minute in, vir sover moontlik, die middel van elke oggend- en agtermiddagwerkskof en sulke pouses moet, vir die doeleindes van loonberekening, as deel van die gewone werkure beskou word.
- (4) Nieteenstaande andersluidende bepalings elders in hierdie Ooreenkoms, is dit toelaatbaar, ingeval daar 'n nagparkeerdienst in 'n parkeergarage in werking is, om arbeiders of bediendes gedurende die ure 6 nm. op enige dag en 8 vm. die volgende dag, slegs vir die doel van nagparkering, tot hoogstens sewe uur per nag op sewe agtereenvolgende nagte in diens te hê.
- (5) Ingeval 'n arbeider of bediende op nagparkeerdienst is, moet hy deur die werkgevers minstens een week se loon, soos by artikel 27 van hierdie Ooreenkoms bepaal, vir die eerste 46 uur diens in enige sodanige week betaal word en vir alle ure oor 46 in enige sewe dae gewerk, moet dié arbeider of bediende minstens 1½ maal sy gewone loon betaal word.
- (6) Die gewone werkure van 'n werknemer wie se loon by artikel 27 van hierdie Ooreenkoms bepaal is, is dié wat by sub-artikel (1) van hierdie artikel voorgeskryf is, en dit moet op Maandae, Dinsdae, Woensdae, Donderdae en Vrydae tussen 8 vm. en 6 nm. gewerk word, en op Saterdag tussen 8 vm. en 12-uur middag.

30. SPESIALE BEPALINGS BETREFFENDE WAGTE.

- (1) Ingeval dit van 'n wag vereis word om meer as 46 uur in 'n week te werk, moet dié wag teen 1½ maal sy uurloon betaal word vir elke uur of gedeelte van 'n uur daarvan; met dien verstande dat die totale dienstdag van 'n wag nie meer as 84 uur per week mag wees nie.
- (2) Elke werkgever moet elke wag voorsien van—
- 'n geskikte stok of knopkierie vir die beskerming van dié werknemer;
 - 'n polisiefluitjie;
 - geskikte middels om dié werknemer warm te hou.

31. VERHUUR OF ONDERVERHUUR VAN PERSELE.

- (1) Geen werkgever mag 'n gedeelte van die persele wat hy okkupeer waarin hy werk in die motornywerheid verrig of verrig het, verhuur of onderverhuur aan of laat okkupeer deur enig iemand met die doel dat dié persoon daarin werk in verband met die motornywerheid verrig, sonder dat die toestemming van die Raad vooraf verkry is nie.

(2) Wherever, at the date of coming into operation of this Agreement any employer has so sublet any portion of the premises occupied by him to any other person engaging in the Motor Industry, such employer shall notify the Council within 30 days, making application for the Council's consent.

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

32. TERMINATION OF EMPLOYMENT.

An employee for whom wages are prescribed in this Agreement shall be required to give one clear working day's notice to terminate his engagement with an employer and every employer shall be required to give like notice of dismissal to an employee provided that—

- (a) an employer may pay to an employee, in cash, the equivalent of the amount that would have been payable to such employee had he worked his period of notice;
- (b) the right of the employer or employee to terminate employment without such notice for any good cause recognised by law as sufficient, is not hereby affected;
- (c) no employer shall employ any person under the age of fifteen years in the Motor Industry.

33. CERTIFICATE OF SERVICE.

(a) An employer shall, when requested by an employee, upon 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.

(b) 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.

34. 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—

- (a) during any period during which, in accordance with the requirements of his employer, he is present upon or in any establishment;
- (b) during any other period during which he is present upon or in any such establishment;
- (c) during any period which he is in charge of any vehicle used in the Industry, whether or not it is being driven;
- (d) during 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) during the whole of any interval in his work if the duration of the whole of such interval is not shown in the records required to be kept in terms of section 10 of this Agreement;

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 sub-sections (b), (c), (d) and (e), the presumption provided for in this sub-section shall not apply in respect of such employee with reference to that portion of such period.

35. CAPE MOTOR INDUSTRY SICK BENEFIT FUND.

Sub-section (1).

Establishment of Fund.

There is established a fund, which shall be known as the Cape Motor Industry Sick Benefit Fund, hereinafter referred to as "the fund".

Sub-section (2).

Object of the Fund.

The object of the fund shall be the provision of medical benefits to journeymen and their dependants during periods of illness.

Sub-section (3).

Definitions.

"Contributions" means the amount payable in terms of section 35, sub-section (7) (a) of this Agreement.

"Dependant" means, subject to their registration with the fund in the manner prescribed in section 35, sub-section (5) (1) (2) of this Agreement—

- (a) a member's wife;
- (b) a member's children (including legally adopted children) and/or step-children, who are under the age of 18 years, and who are wholly dependent on the member;

(2) As 'n werkgewer op die datum van die inwerkingtreding van hierdie Ooreenkoms 'n gedeelte van die persele wat deur hom geokkupeer word, aldus aan enigiemand anders onderverhuur het wat aan die motornywerheid verbonde is, moet die werkgewer die Raad binne 30 dae daarvan in kennis stel en aansoek om die Raad se toestemming doen.

(3) Die toestemming van die Raad kan na goeie dunnke verleen of weerhou word.

32. DIENSBEÏNDIGING.

Van 'n werknemer vir wie lone in hierdie Ooreenkoms voorgeskrif word, word dit vereis dat hy 'n volle werkdag kennis gee om sy diens met 'n werkgewer te beëindig, en van elke werkgewer word dit vereis om dieselfde kennis van afdanking aan die werknemer te gee; met dien verstande dat—

- (a) 'n werkgewer aan 'n werknemer in kontant die bedrag moet betaal wat gelyk is aan dié wat aan die werknemer betaalbaar sou gewees het as hy sy diensopseggingstyd gewerk het;
- (b) die reg van die werkgewer of werknemer om diens sonder kennisgewing om 'n goeie rede te beëindig wat wettig as voldoende beskou word, nie hierby geraak word nie.
- (c) Geen werkgewer mag iemand onder die ouderdom van vyftien jaar in diens in die motornywerheid hê nie.

33. DIENSSERTIFIKATE.

(a) As 'n werkgewer deur 'n werknemer ten tyde van sy diensbeëindiging daarom versoek word, moet die werkgewer die werknemer voorsien van 'n sertifikaat van diens waarin die name van werkgewer en werknemer voluit aangetoon word, die aard van die diens, die datums waarop die kontrak 'n aanvang geneem en geëindig het.

(b) Ingeval die loon van 'n werknemer in hierdie Ooreenkoms volgens diens tyd bepaal word, word dit van die werknemer verwag om 'n dienssertifikaat aan sy nuwe werkgewer by sy diensverandering voor te lê ten einde geregtig te wees tot die besoldiging wat vir duur van diens voorgeskrif word.

34. VERONDERSTELLING.

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

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

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

35. SIEKTEBYSTANDSFONDS VIR DIE KAAPSE MOTORNRYWERHEID.

Subartikel (1).

Instelling van fonds.

'n Fonds word ingestel wat bekend staan as die „Siektebystandsfonds vir die Kaapse Motornywerheid”, hierna „die fonds” genoem.

Subartikel (2).

Doel van die fonds.

Die doelstelling van die fonds is om geneeskundige voordele aan vakmanne en hul afhanklikes gedurende tye van siekte te verskaf.

Subartikel (3).

Woordbepaling.

„Bydraes” beteken die bedrag betaalbaar ingevolge artikel 35, subartikel (7) (a), van hierdie Ooreenkoms.

„Afhanklike” beteken, onderworpe aan hul registrasie by die fonds op die wyse wat by artikel 35, subartikel (5) (1) (2), van hierdie Ooreenkoms voorgeskrif word—

- (a) 'n lid se vrou;
- (b) 'n lid se kinders (met inbegrip van wettig aangenome kinders) en/of stiefkinders, wat onder 18 jaar is en geheel en al van die lid afhanklik;

(c) any other person who, in the opinion of the Management Board is wholly dependent on a member; provided that such dependant—

- (i) normally resides with the member concerned;
- (ii) satisfies the Management Board as to the state of his good health.

“Fund” means the Cape Motor Industry Sick Benefit Fund established by section 35, sub-section (1), of this Agreement.

“Management Board” or “Board” means the committee appointed to administer the fund in accordance with section 35, sub-section (12), of this Agreement, and shall consist of two employer and two employee representatives appointed by the Council from time to time who shall from among them at an initial meeting elect a chairman and vice-chairman.

“Medical attention” means all appropriate and necessary medical services other than those involving the application of special skill and experience of a degree or kind which general practitioners as a class cannot reasonably be expected to possess.

“Medical officer” means a general practitioner to render medical and surgical service to members.

“Member” means a journeyman employee of the Motor Industry (Cape) who is contributing to this fund in Areas A, B and C, who has registered with the fund and to whom a membership card has been issued.

“Secretary” means the person appointed by the Council and Management Board to keep such books as may be required for the proper functioning of the fund, to summon and convene meetings, record minutes, receive cheques and moneys paid into the fund, to pay all claims and to perform such further duties as the Board may from time to time determine.

Sub-section (4).

Membership.

(1) Every journeyman for whom wages are prescribed in this Agreement shall complete within one month of the date of this Agreement comes into operation, or within one month of his entry or re-entry into the Motor Industry, whichever is the latter, the form prescribed in Annexure D to this Agreement, and shall, if required by the Management Board, produce his marriage certificate (if married), birth certificates of himself and of his children (if any). Until such form has been completed no benefits will be payable.

(2) Any member who leaves the Industry with the intention of severing his connection with the Industry (the decision of the Management Board on this point being final provided it shall have granted the member a hearing) shall forfeit all claims to the fund and, if he re-enters the Industry, must again qualify for benefits by contribution to the fund for twelve (12) successive weeks; provided that a member who becomes unemployed shall be entitled to the benefits prescribed in section 35, sub-section (8) (a) (b) of this Agreement, for two weeks in respect of each 52 contributions paid by him to the fund or until such time as he obtains employment in the Industry, whichever is the shorter period.

If a member has not obtained employment in the Industry by the time he has exhausted the benefits due to him, his membership shall automatically be terminated.

(3) A member who is precluded by any cause whatsoever from returning to his normal work after having received benefits over a consecutive period of twenty-six (26) weeks shall cease to be entitled to any benefits of any description as prescribed in this section.

(4) An employee shall not assign, transfer, cede, pledge or hypothecate any benefits due to him under the fund, and in the event of an employee attempting to assign, transfer, cede, pledge or hypothecate his rights payment of the same may be withheld, suspended or entirely discontinued if the Management Board so determine.

Notwithstanding the foregoing, the Management Board shall have the power to pay any further benefits it may deem fit to any such member, entirely in its discretion.

Sub-section (5).

Registration of Dependants.

(1) Members shall make application for the registration of dependants on the form prescribed in Annexure D and furnish such information relating to dependants by the Management Board from time to time, and shall produce such supporting evidence (marriage certificate, birth certificate, etc.) as the Board may require.

(2) Members shall forward to the Secretary within 30 days happening of the event information in respect of—

- (a) the marriage of a member—marriage certificate;
- (b) the birth of a child to—birth certificate, or the legal adoption of a child by a member—documents referring thereto, or dependant;
- (c) the attainment of 18 years of age, the marriage or the death of a dependant;
- (d) a change of address (business and residential).

(c) enige ander persoon wat, na die mening van die Bestuursraad, geheel en al van 'n lid afhanklik is; met dien verstande dat dié afhanklike—

- (i) gewoonlik by die betrokke lid inwoon;
- (ii) die Bestuursraad tevredestel ten opsigte van sy gesondheid.

„Fonds” beteken die Siektebystandsfonds vir die Kaapse Motornywerheid, ingestel by artikel 35, subartikel (1), van hierdie Ooreenkoms.

„Bestuursraad” of „Raad” beteken die Komitee wat ingevolge artikel 35, subartikel (12), van hierdie Ooreenkoms aangestel word om die fonds te bestuur, en bestaan uit twee werkgewer- en twee werknemerverteenwoordigers, van tyd tot tyd deur die Raad aangestel, wat by hul eerste vergadering 'n voorsitter en 'n ondervoorsitter uit hul lede moet aanstel.

„Mediese behandeling” beteken alle toepaslike en nodige geneeskundige dienste, behalwe dié wat die toepassing van spesiale bedrewenheid en ervaring vereis van 'n graad of aard wat nie redelik van algemene praktisyns as 'n klas verwag kan word nie.

„Mediese beampte” beteken 'n algemene praktisyn wat geneeskundige en chirurgiese dienste aan lede lewer.

„Lid” beteken 'n vakman-werknemer van die Motornywerheid (Kaa) wat tot hierdie fonds in gebiede A, B en C bydra, wat by die fonds geregistreer is en aan wie 'n lidmaatskapkaart uitgereik is.

„Sekretaris” beteken die persoon deur die Raad en Beheerraad aangestel om die boeke by te hou wat vir die behoorlike werking van die fonds nodig mag wees, om vergaderings byeen te roep en te belê, om notule op te stel, om tjeks en geld te ontvang wat in die fonds inbetaal word, om alle eise uit te betaal en, verder, om dié pligte uit te voer wat die Raad van tyd tot tyd mag bepaal.

Subartikel (4).

Lidmaatskap.

(1) Elke vakman vir wie lone in hierdie Ooreenkoms voorgeskryf word, moet binne een maand van die datum waarop hierdie Ooreenkoms in werking tree, of binne een maand van sy toetreding of hertoetreding tot die Motornywerheid, watter een ook al die jongste is, die vorm wat in aanhangsel D van hierdie Ooreenkoms voorgeskryf word, invul, en moet, indien hy deur die Beheerraad versoek word, sy huweliksertifikaat (as hy getroud is) voorlê, asook geboortesertifikate van homself en van sy kinders (as hy kinders het). Geen bystand word uitbetaal voordat hierdie vorm ingevul is nie.

(2) 'n Lid wat die nywerheid verlaat met die doel om sy verband met die nywerheid te verbreek (die beslissing van die Beheerraad op hierdie punt is beslissend; met dien verstande dat hy die lid moet hoor), verbeur alle eise op die fonds en, as hy weer tot die nywerheid toetree, moet hy weer vir bystand kwalifiseer deur twaalf (12) agtereenvolgende weke tot die fonds by te dra; met dien verstande dat 'n lid wat werkloos word, geregtig is tot die voordele wat by artikel 35, subartikel (8) (a) (b) van hierdie Ooreenkoms voorgeskryf word, vir twee weke ten opsigte van elke 52 bydraes wat deur hom aan die fonds betaal word, of tot tyd en wyl hy werk in die nywerheid kry, watter tydperk ook al die kortste is.

As 'n lid nie werk in die nywerheid gekry het teen die tyd wat hy die bystand uitgeput het wat aan hom verskuldig is nie, word sy lidmaatskap outomaties beëindig.

(3) 'n Lid wat om watter rede ook al verhinder word om sy gewone werk te hervat nadat hy bystand oor 'n tydperk van ses-en-twintig (26) agtereenvolgende weke ontvang het, is nie langer daartoe geregtig om bystand van watter aard ook al, soos in hierdie artikel voorgeskryf, te ontvang nie.

(4) 'n Lid mag nie die bystand wat kragtens die fonds aan hom verskuldig is, toewys, oordra, sedeer, verpand of verhipoteker nie, en ingeval 'n werknemer probeer om sy regte toe te wys, oor te dra, te sedeer, te verpand of te verhipoteker, kan die betaling daarvan weerhou, opgeskort of geheel en al gestaak word as die Beheerraad so besluit.

Nieteenstaande die voorgaande, het die Beheerraad die bevoegdheid om verdere bystand, wat hy goëddunk, aan enige sodanige lid, geheel na goëddunke, te betaal.

Subartikel (5).

Registrasie van afhanklikes.

(1) Lede moet aansoek om registrasie van afhanklikes doen op die vorm wat in Aanhangsel D voorgeskryf word, en dié inligting betreffende afhanklikes aan die Beheerraad van tyd tot tyd voorlê asook dié bevestigende getuienis (huweliksertifikate, geboortesertifikate, ens.) wat die Raad mag vereis.

(2) Binne dertig dae van enigeen van die ondergenoemde gebeurtenisse moet lede inligting daaromtrent aan die sekretaris stuur:—

- (a) die huwelik van 'n lid—huweliksertifikaat;
- (b) geboorte van 'n kind—geboortesertifikaat; of die wettige aanneming van 'n kind deur 'n lid—desbetreffende dokumente, of afhanklike;
- (c) die bereiking van die ouderdom van 18 jaar, die huwelik of die dood van 'n afhanklike;
- (d) verandering van adres, besigheids- en woonadres.

Sub-section (6).

Membership Cards.

(1) A card shall be issued to every member as evidence that he has been registered as a member, which card is not transferable.

(2) Membership cards shall remain the property of the fund at all times and shall be surrendered to the fund on termination of membership.

Sub-section (7).

Contributions.

The fund shall be maintained by contributions from employers and employee in the following manner:—

(a) On the first pay day after this Agreement comes into operation and on each pay day thereafter, each journeyman and each employer in respect of each of his journeymen shall contribute an amount per week in accordance with the following table:—

Areas.	Weekly Contributions.	
	Journeymen.	Employers.
A, B and C	3s.	1s.

(b) The employer shall deduct the journeymen's contributions from their weekly wages, and shall forward the total amount so deducted, together with his own contributions, to the Secretary of the Council, P.O. Box 1946, Cape Town.

(c) The total amount of the contributions referred to in the preceding paragraph shall be entered on the form prescribed in Annexure B to this Agreement, and shall be forwarded not later than the tenth day of the month following that to which the contributions refer.

Sub-section (8).

Benefits.

Members of the fund residing within Areas A, B and C who have paid contributions for twelve (12) successive weeks shall be entitled to—

(a) free medical attention for himself and his dependants including the cost of anaesthetic fees and certain surgical treatment approved of by the Management Board, but excluding the cost of X-ray examinations, specialists' fees, and the treatment of venereal diseases;

(b) free medicines, drugs, ointments and lotions for himself and his dependants when supplied on the authority of a prescription signed by a medical officer;

(c) the payment of the members' hospital or nursing home expenses up to an amount of £10 in any one year's cycle;

(d) a maternity grant of £5. 5s. will be made to a member whose wife has been confined, upon production of a receipt from a qualified midwife or doctor.

All benefits cease for the wife three months prior to confinement, and resume six weeks after confinement.

(e) The members and/or his dependants shall attend at the medical officer's consulting rooms at the hours specified by such medical officer, provided that members and/or his dependants who are unable to move without risk of aggravating their sickness or incapacity shall be entitled to home treatment and provided that the medical officer may be consulted at any time in the event of an emergency.

A member who utilizes this emergency service without sufficient cause shall himself pay any additional fee involved.

(f) Travelling expenses incurred in relation to medical attention to a member and/or his dependants by the medical officers will not be paid by the fund.

(g) The amount of medical fees to be paid in any one year's cycle by the fund for a member (including his dependants) will be £20.

(h) The amount of pharmaceutical supplies as prescribed by the medical officer in respect of medicines, drugs, ointments and lotions, to be paid in any one year's cycle by the fund for a member (including his dependants) will be £10.

Sub-section (9).

Claims for Payment of Medical Fees and Pharmaceutical Supplies by the Fund.

Claims in respect of the above benefits payable by the fund must be made within 60 days of the date upon which the service was received or rendered. Claims received after this period will not be considered by the Management Board.

Sub-section (10).

Excluded Benefits.

The fund shall incur no liability to members or their dependants for services of benefits in connection with—

(a) the treatment of venereal diseases;

(b) threatened abortion, abortion, or miscarriage;

(c) sickness or other incapacity which in the opinion of the Management Board has been caused by immorality, misconduct or excessive indulgence in intoxicating liquor, and other diseases or physical accidents induced by himself;

Subartikel (6).

Lidmaatskapkaarte.

(1) 'n Kaart word aan elke lid uitgereik as bewys dat hy as 'n lid geregistreer is, en dié kaart is nie oordraagbaar nie.

(2) Lidmaatskapkaarte bly te alle tye die eiendom van die fonds, en moet by beëindiging van lidmaatskap aan die fonds terugbesorg word.

Subartikel (7).

Bydraes.

Die fonds word instandgehou deur bydraes van werkgewers en werknemers, en wel op ondervermelde wyse:—

(a) Op die eerste betaaldag nadat hierdie Ooreenkom van krag word en op elke betaaldag daarna, moet elke vakman en elke werkgewer ten opsigte van elkeen van sy vakmanne 'n bedrag per week bydra ooreenkomstig onderstaande tabel:—

Gebiede.	Weeklikse bydraes.	
	Vakmanne.	Werkgewers.
A, B en C	3s.	1s.

(b) Die werkgewer moet die vakmanne se bydraes van hul weklone aftrek en die totale bedrag aldus afgetrek, aan die Sekretaris van die Raad, Posbus 1946, Kaapstad, tesame met sy eie bydraes, stuur.

(c) Die totale bedrag van die bydraes wat in die voorafgaande paragraaf genoem is, moet op die vorm wat in Aanhangsel B van hierdie Ooreenkoms voorgeskryf word, ingeskrif word en op of voor die tiende dag van die maand wat volg op die maand waarop die bydraes betrekking het, aangestuur word.

Subartikel (8).

Bystand.

Lede van die fonds wat in gebiede A, B en C woon, wat bydraes vir twaalf (12) agtereenvolgende weke betaal het, is geregtig tot—

(a) vry mediese behandeling vir homself en sy afhanklikes, met inbegrip van die koste van narkosegelde en sekere chirurgiese behandelings wat deur die Beheerraad goedgekeur word, maar behalwe die koste van X-straalondersoek, spesialistegelde en die behandeling van geslagsiektes;

(b) vry medisyne, verdowningsmiddels, salwe en wasmiddels vir homself en sy afhanklikes as dit kragtens 'n voorskrif deur 'n mediese amptenaar geteken, gelewer word;

(c) betaling van sy hospitaal- of verpleeginrigtingkoste tot 'n bedrag van £10 in enige kringloop van 12 (twaalf) maande;

(d) 'n bevallingstoelae van £5. 5s. word aan 'n lid gedoen wie se vrou beval moet word, by voorlegging van 'n kwitansie van 'n gekwalifiseerde vroedvrou of dokter.

Alle bystand vir die vrou word drie maande voor die bevalling gestaak en ses weke na die bevalling hervat.

(e) Die lid en/of sy afhanklikes moet hulle by die mediese amptenaar se spreekkamer aanmeld op die ure deur dié mediese amptenaar genoem; met dien verstande dat 'n lid en/of sy afhanklikes wat nie in staat is om te beweeg sonder gevaar om hul siekte of ongeskiktheid te vererger nie, daartoe geregtig is om behandeling tuis te ontvang en; met dien verstande dat die mediese amptenaar te eniger tyd in geval van nood gespreek mag word.

'n Lid wat sonder voldoende rede gebruik van hierdie nooddiens maak, moet self alle bykomende koste wat daarby betrokke is, betaal.

(f) Reiskoste deur mediese amptenare aangegaan ten opsigte van mediese behandeling vir 'n lid of sy afhanklikes word nie deur die fonds betaal nie.

(g) Die bedrag aan mediese gelde wat deur die fonds vir enige lid (met inbegrip van sy afhanklikes) gedurende enige jaar se kringloop betaal word, is £20.

(h) Die bedrag aan farmaseutiese benodigdhede soos deur die mediese amptenaar ten opsigte van medisyne, verdowningsmiddels, salwe en wasmiddels, wat vir 'n lid (met inbegrip van sy afhanklikes) gedurende enige jaar se kringloop deur die fonds betaal word, is £10.

Subartikel (9).

Eise om betaling deur die fonds van mediese gelde en farmaseutiese benodigdhede.

Eise ten opsigte van bogenoemde bystand wat deur die fonds betaalbaar is, moet binne 60 dae van die datum betaal word waarop die diens ontvang of gelewer is. Eise wat na hierdie tydperk ontvang word, word nie deur die Beheerraad oorweeg nie.

Subartikel (10).

Uitgesluite bystand.

Die fonds aanvaar geen aanspreeklikheid teenoor lede of hul afhanklikes vir dienste in verband met onderstaande nie—

(a) die behandeling van geslagsiektes;

(b) gedreigde vrugafdrywing, vrugafdrywing of miskraam;

(c) siekte of ander ongeskiktheid wat na die mening van die beheerraad veroorsaak is deur onsedelikheid, wangedrag of oormatige gebruik van bedwelmende drank, asook ander siektes of liggaamlike ongevallen deur homself veroorsaak;

- (d) any deformity, infirmity, chronic disease or other ailment from which a member or dependant was suffering when he became a member of the fund, or any illness directly attributable to such ailment;
- (e) any accidental or wilful injury for which a third party is liable to pay compensation, or which is covered by Workmen's Compensation insurance, to the extent of such compensation or insurance, as the case may be;
- (f) operations;
- (g) the supply of artificial limbs or other parts of the body;
- (h) preventative injections;
- (i) sickness or accidents arising out of the participation in any form of sport, in motor car or cycle racing, or aviation, except as a paying passenger;
- (j) any continuation of sickness where a member or dependant refuses or neglects to observe any reasonable instruction or recommendation of his medical attendant.

Sub-section (11).

Sick Pay.

A member of the fund who has paid contributions to the fund for twelve (12) successive weeks shall be entitled to sick or accident pay equivalent to half the basic wages prescribed in section 27 of this Agreement (excluding cost of living allowance) for such member in respect of any period or periods during which he is precluded by accident or sickness from earning his ordinary wages, but not exceeding a total period of 26 weeks for any one accident or sickness within any continuous period of 12 months calculated from the date on which he first became ill or met with an accident; provided that sick or accident pay shall not be paid—

- (a) in respect of the first three days of the members' incapacitation through sickness or accident;
- (b) unless a claim is submitted to the Secretary in writing so as to reach him within thirty days of the commencement of the sickness or the occurrence of the accident, and this claim is supported by a certificate signed by a medical officer and stating the name of the patient, the date of examination, the date of signing and the cause of the incapacity, and further endorsed by his employer as to the period he was absent from his normal employment, on the form prescribed in Annexure E;
- (c) to members who are not confined to their homes between the hours of 6 p.m. and 8 a.m. and/or who refuse to obey the instructions of the medical officer whilst sick, and/or who are found under the influence of liquor during the period for which benefit is claimed.

Sub-section (12).

Control of Fund.

The fund shall be under the control of a management board consisting of an equal number of representatives of the employers and employees appointed by the Council and shall be administered in accordance with a constitution prepared by the Management Board and approved of by the Council. Such constitution may be amended by the Management Board with the approval of the Council and a copy of the constitution and any amendments thereto shall be lodged with the Secretary for Labour.

Sub-section (13).

Complaints and Disputes.

(1) Any member of the fund who is dissatisfied with any decision of the Management Board may appeal to the Council from the decision, and the Council may, after considering any reasons which may be submitted by the Management Board for its decision, confirm that decision or give such other decision as in its opinion the Management Board ought to have given.

(2) Any member who wishes to complain about any matters relating to the fund, must submit his complaint in writing to the Secretary, and the Secretary shall submit such complaint before the Management Board within 30 days of its receipt.

(3) Any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement, or concerning the administration of funds, which the Management Board is unable to settle, shall be referred to the Council.

Sub-section (14).

Finance.

(1) All moneys paid into the fund shall be deposited in a banking account to be opened at a bank and/or Institution approved of by the Council.

(2) Disbursements from the fund in respect of benefits shall cease whenever the amount standing to the credit of the fund falls below £100 and the payment of further benefits shall not recommence till the amount to the credit of the fund has again reached the figure of £200.

- (d) enige mismaaktheid, sieklikheid, chroniese siekte of ander kwaal waaraan lede of hulle afhanklikes gelyk het op die datum van aanvang van hulle lidmaatskap, of enige siekte of ongeval wat aan dié toestande te wyte is;
- (e) enige toevallige of moedswillige besering waarvoor 'n derde party vir betaling aanspreeklik is, of wat gedek word deur ongevalle versekering, na gelang van die geval, in die mate van dié skadevergoeding of dekking;
- (f) operasies;
- (g) die verskaffing van kunsledemate of ander kunsliggaamsdele;
- (h) voorkomende inspuitings;
- (i) siekte of ongevalle wat voortspruit uit enige vorm van sport, uit motor- of fietswedrenne, of die lugvaart, behalwe as 'n betalende passasier;
- (j) enige voortdoring van siekte ingeval 'n lid of afhanklike weier of versuim om enige redelike instruksies of aanbeveling van sy mediese amptenaar na te kom.

Subartikel (11).

Siektebetaling.

'n Lid van die fonds wat bydraes tot die fonds vir twaalf (12) agtereenvolgende weke betaal het, is geregtig tot siekte- of ongevallebetaling gelyk aan die helfte van die basiese loon wat by artikel 27 van hierdie Ooreenkoms (met uitsondering van L.K.T.) vir dié lid voorgeskryf is ten opsigte van enige tyd of tye waarin hy verhinder is om sy gewone loon te verdien, maar nie meer as die totale tydperk van 26 weke vir enige enkele ongeval of siekte binne 'n onafgebroke tydperk van 12 maande, gereken van die datum af waarop hy siek geword of 'n ongeval gehad het nie; met dien verstande dat siekte- of ongevallebetaling nie vir ondergenoemde betaal word nie:—

- (a) Ten opsigte van die eerste drie dae van 'n lid se ongeskiktheid as gevolg van siekte of ongeval;
- (b) tensy 'n eis skriftelik aan die sekretaris voorgelê is betyds genoeg om hom binne dertig dae van die aanvang van die siekte of die dag te bereik waarop die ongeval plaasgevind het, en dié eis gesteun word deur 'n sertifikaat wat deur 'n mediese amptenaar geteken is en die naam van die pasiënt aangee, die datum van ondersoek, die datum waarop dit geteken is en die oorsaak van die ongeskiktheid, en verder mede-onderteken is deur sy werkgewer in verband met die tyd waarin hy van sy gewone werk afwesig was, op die vorm in Aanhangsel E voorgeskryf;
- (c) aan lede wat nie tussen die ure 6 nm. en 8 vm. tuis bly nie, en/of wat weier om die instruksies van die mediese amptenaar te gehoorsaam terwyl hulle siek is, en/of wat gedurende die tyd waarvoor bystand geëis word, onder die invloed van drank gevind word.

Subartikel (12).

Beheer van fonds.

Die fonds word beheer deur 'n beheerraad bestaande uit 'n gelyke getal verteenwoordigers van die werkgewers en werknemers deur die Raad aangestel en dit word beheer ooreenkomstig 'n konstitusie deur die Beheerraad opgestel en deur die Raad goedgekeur. Dié konstitusie kan deur die Beheerraad met goedkeuring van die Raad gewysig word en 'n eksemplaar van die konstitusie en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

Subartikel (13).

Klagtes en geskille.

(1) Enige lid van die fonds wat nie met 'n beslissing van die beheerkomitee genoë neem nie, kan hom teen daardie beslissing op die Raad beroep, en die Raad kan na oorweging van enige redes wat deur die Beheerraad tot staving van sy beslissing aangevoer mag word, daardie beslissing bekragtig of 'n ander beslissing gee wat die Beheerraad na sy mening behoort te gee het.

(2) 'n Lid wat wil kla oor sake betreffende die fonds moet sy klagte skriftelik aan die sekretaris stuur en die sekretaris moet dié klagte binne 30 dae van die ontvangs daarvan aan die Beheerraad voorlê.

(3) Alle geskille betreffende die vertolking, betekenis of doel van enigeen van die bepalinge van hierdie Ooreenkoms, of betreffende die administrasie van die fonds, wat die Beheerraad nie in staat is om te besleg nie, moet aan die Raad voorgelê word.

Subartikel (14).

Finansies.

(1) Alle gelde wat in die fonds inbetaal word, moet gestort word op 'n bankrekening en/of instellingsrekening wat deur die Raad goedgekeur is.

(2) Uitbetalinge uit die fonds ten opsigte van bystand moet gestaak word wanneer die bedrag tot krediet van die fonds minder as £100 is en die betaling van verdere bystand begin nie weer totdat die bedrag tot krediet van die fonds weer die bedrag van £200 bereik het nie.

(3) All payments from the fund shall be made by cheque drawn on the fund's account and such cheques shall be signed by the chairman or vice-chairman and secretary or assistant secretary of the fund.

(4) All moneys regarded by the Management Board as being surplus to its requirements may be placed on deposit with a bank or registered building society; provided that sufficient money is kept in such liquid form as will enable the Management Board to meet any claims on the fund immediately it is called upon to do so.

(5) All expenses incurred in connection with the administration of the fund shall form a charge upon the fund.

(6) The Management Board shall furnish the Council with monthly reports giving, *inter alia*, particulars of assistance provided, a general review of the fund and the income and expenditure for the period to which the report relates.

(7) An auditor or auditors shall be appointed by the Management Board, subject to the approval of the Council.

(8) Every journeyman employee, who on the date this Agreement comes into operation has been a member of the Cape Motor Industry Sick Benefit Fund for 12 (twelve) weeks or more, shall, for the purposes of clauses 8 and 11, be deemed to have paid contributions to the fund for 12 successive weeks.

Sub-section (15).

Indemnity.

The members of the Board and the officers and employees of the fund shall not be liable for the debts and liabilities of the fund and shall be, and they are hereby indemnified by the fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

Sub-section (16).

Expiry of Agreement.

In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the management board until such fund shall be liquidated, or until transferred to a fund duly constituted for the same purpose for which the original fund was created.

Sub-section (17).

Liquidation.

In the event of the dissolution of the Council or in the event of it ceasing to function in the period during which this Agreement is binding in terms of section *thirty-four* (2) of the Act, the Management Board shall continue to administer the fund and the members of the Board existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided, however, that any vacancy occurring on the Board may be filled by the Minister from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Board. In the event of such Board being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out of the duties of the Board and who shall possess all the powers of the Board for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the Board or the trustees, as the case may be, in the manner set forth in sub-section (18) of this section, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section *thirty-four* (4) of the Act as if it formed part of the general funds of the Council.

Sub-section (18).

Liquidation.

Upon liquidation of the fund in terms of sub-section (16) of this section the moneys remaining to the credit of the fund after the payment of all claims against the fund including administration and liquidation expenses, shall be disposed of in accordance with the direction of the Minister in terms of section *thirty-four*, sub-section (5), of the Act.

Sub-section (19).

Liquidation.

All costs of administration and liquidation of the fund shall be a charge upon the fund.

Signed at Cape Town on behalf of the parties on this 31st day of October, 1950.

JOHN J. E. GILL,
Chairman of the Council.

W. BAARD,
Vice-Chairman of the Council.

P. JAMES RIXON,
Secretary of the Council.

(3) Alle betalings uit die fonds moet per tjek wat op die fonds se rekening getrek is, geskied, en sulke tjeks moet geteken wees deur die voorsitter of onder-voorsitter en sekretaris of onder-sekretaris van die fonds.

(4) Alle gelde wat na die mening van die Beheerraad beskou moet word as meer as sy behoeftes, kan by 'n bank of geregistreerde bougenootskap op deposito geplaas word; met dien verstande dat voldoende kontant beskikbaar gehou moet word om die Beheerraad in staat te stel om onmiddellik aan enige vordering op die fonds op aanvraag te voldoen.

(5) Alle onkoste wat in verband met die beheer van die fonds aangegaan word, kom ten laste van die fonds.

(6) Die Beheerraad moet aan die Raad kwartaalverslae voorlê wat o.a. besonderhede moet bevat van bystand wat verleen is, 'n algemene oorsig van die fonds en die inkomste en uitgawes vir die tydperk waarop die verslag betrekking het.

(7) Die Beheerraad moet, onderworpe aan die goedkeuring van die Raad, 'n ouditeur of ouditeurs aanstel.

(8) Vir die toepassing van klousules 8 en 11 moet dit beskou word dat elke vakman-werknemer, wat op die datum van die inwerkingtreding van hierdie Ooreenkoms 'n lid van die Siekte-bystandsfonds van die Kaapse Motornywerheid vir 12 (twaalf) weke of meer was, bydraes tot die fonds vir 12 agtereenvolgende weke betaal het.

Subartikel (15).

Vrywaring.

Die lede van die Raad en die beambtes en werknemers van die fonds mag nie vir die skulde en laste van die fonds aanspreeklik wees nie en hulle word hierby deur die fonds gevrywaar teen alle verliese en onkoste in of in verband met die bona fide uitvoering van hulle pligte.

Subartikel (16).

Verval van Ooreenkoms.

Ingeval hierdie Ooreenkoms deur verloop van tyd verval of om enige ander rede beëindig word, moet die fonds steeds deur die Beheerraad bestuur word totdat die fonds gelikwider of oorge-dra word na 'n fonds wat behoorlik vir dieselfde doel ingestel is as dié waarvoor die oorspronklike fonds in die lewe geroep is.

Subartikel (17).

Likwidaste.

Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel *vier-en-dertig* (2) van die Wet bindend is, moet die Beheerraad voortgaan met die fonds te beheer en die lede van die Raad soos dit bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, moet beskou word as lede daarvan te wees vir sodanige doeleindes; met dien verstande dat enige vakature wat op die Raad ontstaan egter deur die Minister uit werkgewers of werknemers in die nywerheid, na die geval mag wees, gevul mag word, sodat gelyke verteenwoordiging van werkgewers en werknemers en van plaasvervangers in die lidmaatskap van die komitee verseker kan word. Ingeval dié Raad nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooiepunt daaruit ontstaan wat die beheer van die fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, mag hy 'n kurator of kurators aanstel wat al die magte van die Raad vir dié doel sal hê, om die pligte van die Raad uit te voer. By verstryking van hierdie Ooreenkoms moet die fonds deur die Raad of die kuratore, al na die geval, gelikwider word, op die wyse wat in subartikel (18) van hierdie Ooreenkoms uiteengesit word, en indien die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwider en sy bates uitgedeel is, moet die res van die fonds uitgedeel word soos in artikel *vier-en-dertig* (4) van die Wet bepaal, asof dit deel uitgemaak het van die Raad se algemene fondse.

Subartikel (18).

Likwidasie.

Wanneer die fonds kragtens subartikel (16) van hierdie artikel gelikwider word, moet oor die gelde wat op krediet van die fonds oorbly nadat alle vorderings teen die fonds, met inbegrip van beheer- en likwidasiekoste, betaal is, beskik word ooreenkomstig die instruksies van die Minister kragtens artikel *vier-en-dertig*, subartikel (5), van die Wet.

Subartikel (19).

Likwidasie.

Alle administrasie- en likwidasiekoste van die fonds staan op rekening van die fonds.

Namens die partye hede die 31ste dag van Oktober 1950 in Kaapstad geteken.

JOHN J. E. GILL,
Voorsitter van die Raad.

W. BAARD,
Ondervoorsitter van die Raad.

P. JAMES RIXON,
Sekretaris van die Raad.

[Statement in terms of Section 8 (1) of the Industrial Agreement for the Motor Industry (Cape).]

Date _____

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

- Proprietor _____
or Partners _____
or Directors _____
Manager and/or Secretary _____

8. Name of employers' organisation of which member _____ Yours faithfully,

Yours faithfully,

Signature of Employer or Authorised Representative.

[Staat vereis ingevolge artikel 8 (1) van die Nywerheidsooreenkoms vir die Motornywerheid (Kaap.)]

Datum

Ingevolge artikel 8 (1) van die Nywerheidsooreenkoms vir die Motornywerheid (Kaap), verstrek ek hierby onderstaande besonderhede van hierdie besigheid:—

- Eenaar _____
 of Vennote _____
 of Direkteure _____
 Bestuurder en/of Sekretaris _____

8. Naam van werkgewersorganisatie waarvan ek/ons lid is _____
Die uwe.

Handtekening van werkgewer of gemagtigde verteenwoordiger.

(Prescribed in terms of Section 11 of the Industrial Agreement for the Motor Industry (Cape).)

DEAR SIR,

Please find contributions amounting to £_____, as detailed below for the period ending _____ 195_____

Title of Business _____, Proprietor's Name _____

Address of Business _____

[illegible]

AANHANGSEL B.

[Voorgeskrif ingevolge artikel 11 van die Nywerheidsooreenkoms vir die Motornywerheid (Kaap).]
 NYWERHEIDSRaad VIR DIE MOTORNYWERHEID (KAAP).

AAN DIE SEKRETARIS,
 NYWERHEIDSRaad VIR DIE MOTORNYWERHEID (KAAP),
 POSBUS 1946, KAAPSTAD.

MENEER,

Ingeslote vind u bydraes tot 'n bedrag van £ _____, soos hieronder gespesifiseer, vir die tydperk geëindig _____ 195 _____
 Naam van besigheid _____ Eienaar se naam _____

Adres van besigheid _____ (In blokletters.)

No. van vakverenigingkaart.	Naam van werknemer.	Geslag (M. of V.).	Ras (Bl., Kl., Nat. of Asiaat).	Bedryf.	Loonskaal betaal (per uur, week of maand).	Getal weke in diens gedurende die maand.	Bydraes tot Raadsfondse gedurende die maand		Werknemers se ledegeld aan Vakverenigingfonds gedurende die maand			Bydraes aan siektebystandfonds (maandeliks).		
							Werknemer.	Werk-gewer.	Week eindigende.			S.B.F.-kaart No.	Werknemer.	Werk-gewer.

ANNEXURE C.

[Prescribed in terms of Section 15, sub-section (2) (c) of the Industrial Agreement for the Motor Industry (Cape).]

This form to be sent with remittance to the Secretary of the Industrial Council for the Motor Industry (Cape), 214 Boston House, Strand Street, Cape Town.

Name of Employer _____
 Name of Employee _____
 Address of Employee _____
 Occupation _____ Union No. _____
 Number of Months _____ from _____ to _____
 Amount enclosed herewith, £ _____
 Signature of Employee _____
 Date Ceased Work _____

AANHANGSEL C.

[Kennisgewing ingevolge artikel 15, subartikel (2) (c) van die Nywerheidsooreenkoms vir die Motornywerheid (Kaap).]

Hierdie vorm moet saam met die geldsending aan die Sekretaris van die Nywerheidsraad vir die Motornywerheid (Kaap). Bostongebou 214, Strandstraat, Kaapstad, gestuur word:—

Naam van werk-gewer _____
 Naam van werknemer _____
 Adres van werknemer _____
 Bedryf _____ Vakvereniging No. _____
 Getal maande _____ van _____ tot en met _____
 Bedrag hierby ingeslote, £ _____
 Handtekening van werknemer _____
 Datum van diensbeëindiging _____

ANNEXURE D.

[Statement in terms of Section 35, sub-section (4) (1) of the Industrial Agreement for the Motor Industry (Cape).]

INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY (CAPE).

FORM SBF 1.

CAPE MOTOR INDUSTRY SICK BENEFIT FUND.
 214 BOSTON HOUSE, STRAND STREET, CAPE TOWN.

TELEPHONES 3-0212, 2-6044.

P.O. Box 1946.

APPLICATION FOR REGISTRATION AS A MEMBER.

I (full name in block letters) _____ Sick Fund Card No. _____
 employed by (employer's name and address) _____
 and residing at (applicant's private address) _____
 my date of birth being _____ month _____ year, and occupation _____
 hereby apply to be registered as a member of the CAPE MOTOR INDUSTRY SICK BENEFIT FUND and agree to abide by the provisions of the Fund's Constitution and Bylaws.

I am single/married/widower/divorced. (Delete whichever does not apply.)

(NOTE.—Answer "YES" or "NO" to the following question and if the answer is "YES", then give full details.)

Do you or any of your dependants suffer at present from any deformity, maiming, physical defect, chronic disease, or from any illness, even in a slight form? _____

PARTICULARS OF DEPENDANTS.

Full Name. (Block Letters.)	Exact Date of Birth.	Relationship.	Chronic Disabilities.

I solemnly and sincerely declare that all the particulars given by me in this form are to the best of my knowledge and belief, true and correct, and that the above-mentioned dependants reside with me, are not in receipt of any income, and are free from disease or infirmity of a chronic nature, except as specified above.

Dated this _____ day of _____ 19 _____

Signature _____

Home Doctor's Name _____

Vorm SBF, 1.

POSBUS 1946.

Siektefondskaart No.

BESONDERHEDE VAN AFHANKLIKES.

Form SBF. 2.

P.O. Box 1946.

Vorm SBF. 2.

POSBUS 1946.

23

ANNEXURE F.

[Prescribed in Section 9 (f) of the Industrial Agreement for the Motor Industry (Cape).]

HOURS OF WORK.

The hours of work in this establishment will, until further notice, be:—

Day.	Starting Time.	Finishing Time.	Meal Hour.
Mondays.....	a.m.	p.m.	p.m. to p.m.
Tuesdays.....	a.m.	p.m.	p.m. to p.m.
Wednesdays.....	a.m.	p.m.	p.m. to p.m.
Thursdays.....	a.m.	p.m.	p.m. to p.m.
Fridays.....	a.m.	p.m.	p.m. to p.m.
Saturdays.....	a.m.	p.m.	p.m. to p.m.

NOTE.—This notice is in addition to any requirements necessary under the Factories Act.

AANHANGSEL F.

[Kennisgewing vereis by artikel 9 (f) van die Nywerheidsooreenkoms vir die Motornywerheid (Kaap).]

WERKURE.

Die werkure in hierdie inrigting sal, tot nader kennisgewing, soos volg wees:—

Dag.	Begintyd.	Ophoutyd.	Etenstyd.
Maandag.....	vm.	nm.	nm. tot nm.
Dinsdag.....	vm.	nm.	nm. tot nm.
Woensdag.....	vm.	nm.	nm. tot nm.
Donderdag.....	vm.	nm.	nm. tot nm.
Vrydag.....	vm.	nm.	nm. tot nm.
Saterdag.....	vm.	nm.	nm. tot nm.

OPMERKING.—Hierdie kennisgewing is buiten en behalwe enige vereistes ingevolge die Fabriekswet.

* No. 1032.]

[27 April 1951.]

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

MOTOR INDUSTRY, CAPE.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Motor Industry, Cape, published under Government Notice No. 1031 of the 27th April, 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

* No. 1032.]

[27 April 1951.]

WET OP FABRIEKE, MASJINERIE EN BOU-
WERK, 1941.

MOTORNYWERHEID, KAAP.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriekke, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Motornywerheid, Kaap, bekendgemaak by Goewermentskennisgewing No. 1031 van 27 April 1951, vir die persone wie se werkure daarby gereël word, nie minder gunstig is as die ooreenstemmende bepalings van die genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

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