

EXTRAORDINARY



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

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. 3207.] [22 December 1950.

INDUSTRIAL CONCILIATION ACT, 1937.**ROAD PASSENGER TRANSPORT INDUSTRY, KIMBERLEY.**

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 Road Passenger Transport Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, upon the employer who and the trade union which entered into the said agreement and upon the employees who are members of 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 3 to 6 (inclusive), 7 (c) to 14 (inclusive), 16 and 17 of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending one year from the said second Monday, upon the other employers and employees engaged or employed in the said industry in the municipal area of Kimberley; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the municipal area of Kimberley, and from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, the provisions contained in clauses 3 to 6 (inclusive), 7 (c) to 14 (inclusive), 16 and 17 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.

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 3207.] [22 Desember 1950.

NYWERHEID-VERSOENINGSWET, 1937.**PADPASSASIEVERVOERNYWERHEID, KIMBERLEY.**

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 hiertoe verskyn en op die Padpassasiersvervoernywerheid betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde tweede Maandag bindend is op die werkgewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werknemers wat lede is van daardie vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 6, 7 (c) tot en met 14, 16 en 17 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde tweede Maandag bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die munisipale gebied Kimberley; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 6, 7 (c) tot en met 14, 16 en 17 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde tweede Maandag in die munisipale gebied Kimberley *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid, wat nie by die woordomskeywing van die uitdrukking „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE ROAD PASSENGER
TRANSPORT INDUSTRY, KIMBERLEY.

AGREEMENT

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

Kimberley Bus Services (Pty.), Ltd.

(hereinafter referred to as "the employer", of the one part and the

Kimberley Transport Workers' Union

(hereinafter referred to as "the employees" or "the trade union"), of the other part,

being the parties to the Industrial Council for the Road Passenger Transport Industry, Kimberley.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by the employer and members of the trade union engaged in the Road Passenger Transport Industry in the municipal area of Kimberley, and for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of sub-section (1) of section forty-eight of the Act, and shall continue in force for a period of one year or such period as may be determined by him.

3. DEFINITIONS.

Any terms used in this Agreement which are defined in the Act shall have the same meanings as in that Act; any reference to the Act shall include an amendment of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

"conductor" means any person responsible to the employer for the collection of fares, safety of passengers and proper, timely running of passenger vehicle in service;

"Council" means the Industrial Council for the Road Passenger Transport Industry, Kimberley, registered in terms of section nineteen of the Act;

"clerical employee" means an employee who wholly or mainly performs writing and/or typing, shorthand and/or any other form of clerical work, and includes a cashier and book-keeper;

"clerical employee, qualified," means a clerical employee who has had not less than three years experience.

"clerical employee, unqualified," means a clerical employee who has had less than three years experience.

"day" means, when used in connection with the working time of a driver or conductor, the period of twenty-four hours between 4 a.m. on any one day and 4 a.m. on the next succeeding day, except in the case of duty schedules relating to special buses, when the day shall be specially defined in such schedules;

"driver" means any person responsible to the employer for the driving of passenger vehicle in service;

"duty schedule" means a schedule detailing the routes upon which, and the time during which, drivers and conductors shall work in rotation over a period covering one or more weeks;

"inspector" means an official appointed by the employer to supervise the operation of the buses and the work of the drivers and conductors;

"journeyman" means an employee who has completed five years' apprenticeship or who is accepted by the Council as sufficiently skilled to carry out the requirements of one of the following trades:—

- (a) Motor mechanic, i.e. an employee who performs any one or more of the following operations in connection with motor vehicles:—

Dismantling for the purpose of repair, reassembling, erecting, testing, repairing, adjusting, overhauling, wiring, making spare parts;

- (b) electrician, i.e., an employee who diagnoses faults in electrical equipment, directs or executes wiring repairs and/or tests or supervises final testing of electrical installations, including radio equipment and includes an armature winder and battery assembler;

- (c) sheet metal worker, i.e. an employee who makes or repairs the bodies of vehicles, valances, mudguards, radiators and performs any other type of sheet metal work in the Industry;

- (d) trimmer, i.e. an employee who is engaged in the designing, fitting or repairing of paddings, cushions, covers of cloth or other material, decorative braid or other material, backs, seats and other internal fittings of omnibuses including the fixing of springs required in connection with the said functions;

BYLAE.

NYWERHEIDSRAAD VIR DIE PADPASSASIEVERVOER-
NYWERHEID, KIMBERLEY.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan deur die

„Kimberley Bus Services (Pty.) Ltd.”

(hierna „die werkgewer” genoem) aan die een kant, en die

„Kimberley Transport Workers' Union”

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

wat die partye is by die Nywerheidsraad vir die Padpassasiers-vervoernywerheid, Kimberley.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied Kimberley nagekom word deur die werkgewer en die lede van die vakvereniging wat by die Padpassasiersvervoernywerheid in die munisipale gebied Kimberley in diens is en vir wie in hierdie Ooreenkoms lone voorgeskryf word.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid vasstel kragtens subartikel (1) van artikel agt-en-veertig van die Wet en bly van krag vir 'n termyn van een jaar of daardie termyn wat hy vasstel.

3. WOORDBEPALINGS.

Elke uitdrukking wat in hierdie Ooreenkoms gebruik word en in die Wet bepaal is, het dieselfde betekenis as in daardie Wet; elke verwysing na die Wet sluit elke wysiging van daardie Wet in, en, tensy 'n ander bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vrouens in; voorts, tensy strydig met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„kondukteur”, elke persoon wat aan die werkgewer verantwoordelik is vir die invordering van passasiers-gelde, veiligheid van passasiers en behoorlike tydige ry van 'n passasiersvoertuig wat in diens is;

„Raad”, die Nywerheidsraad vir die Padpassasiersvervoernywerheid, Kimberley, wat kragtens artikel negentien van die Wet geregistreer is;

„klerklike werknemer”, 'n werknemer wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk, snelskrif en/of enige ander soort klerklike werk verrig en sluit 'n kassier en boekhouer in;

„klerklike werknemer, gekwalifiseer”, 'n klerklike werknemer met minstens drie jaar ervaring;

„klerklike werknemer, ongekwalifiseer”, 'n klerklike werknemer met minder as drie jaar ervaring;

„dag”, as dit in verband met 'n bestuurder of kondukteur se werktijd gebruik word, die tydperk van vier-en-twintig uur tussen 4 vm. op een dag en 4 vm. op die volgende dag, behalwe in die geval van diensroosters wat op spesiale busse betrekking het, in welke geval die dag spesifiek in sulke roosters bepaal moet word;

„bestuurder”, elke persoon wat aan die werkgewer verantwoordelik is vir die bestuur van 'n passasiersvoertuig wat in diens is;

„diensrooster”, 'n rooster wat in besonderhede die roetes en die tye aangee wat deur bestuurders en kondukteurs in volgorde oor 'n tydperk van een of meer weke gewerk moet word;

„inspekteur”, 'n beampte wat deur die werkgewer aangestel is om oor die diens van die busse en die werk van die bestuurders en kondukteurs toesig te hou;

„vakman”, 'n werknemer wat 'n vyfjarige leerlingskap voltooi het of wat deur die Raad aangeneem is as voldoende geskool om aan die vereistes van een van die volgende vakke te voldoen:—

- (a) Motorwerktuigkundige, d.w.s. 'n werknemer wat een of meer van die volgende werksaamhede in verband met voertuie verrig:—

Demonteer vir die doel van herstelling, hermontering, opbouing, toetsing, herstelling, verstelling, grondig nasien, bedrading, onderdele maak;

- (b) elektrisiën, d.w.s. 'n werknemer wat foute in elektriese uitrustings vasstel, wat aanwysings vir bedrading herstellings en/of toetse gee, of dit self doen, of toesig hou oor die finale toetsing van elektriese installasie, met inbegrip van radio-uitrusting en sluit 'n ankerbewikkelaar en batterymonteur in;

- (c) metaalplaatwerker, d.w.s. 'n werknemer wat die bakke van voertuie, syskerms, modderskerms, verkoelers maak en herstel en enige ander soort metaalplaatwerk in die Nywerheid verrig;

- (d) bekleër, d.w.s. 'n werknemer wat opvulsels, kussings oortrekkers van weefstof, of ander materiaal, ontwerp, inpas, of herstel, versieringskoord, of ander materiaal aanbring, rûe, sittings en ander inwendige uitrusting van busse insit, met inbegrip van die insit van vere wat in verband met die genoemde werksaamhede nodig is;

- (e) coach painter and/or sprayer, i.e. an employee who is engaged in painting or spraying including the mixing of paints and other preliminary work;
- (f) carpenter, i.e. an employee who is engaged on the repair and fitting of woodwork on omnibuses and on the buildings occupied by or under the control of the employer and of the construction of wooden fittings and equipment;

"general maintenance worker" means an employee who has not served five years' apprenticeship and is not accepted by the Council as a fully skilled worker, but is required to perform work in one of the aforementioned trades provided that not more than one general maintenance worker shall be employed for each journeyman employed;

"labourer" means an employee who wholly, mainly or exclusively performs any one or more of the following operations or duties:—

- (a) Petrol filling, draining oil sumps and/or oil filling, removing, filling and/or replacing batteries, washing and/or polishing and/or cleaning of motor vehicles, cleaning parts of motor vehicles, pumping of air, changing wheels, removing and replacing wheels, bonnets, tyre covers or otherwise any obstruction necessary for finishing operations, removing wheels or rims, tyres and/or tubes for the repair of punctures or painting and replacing them, repairs tubes, performs the work of a vulcanizer's labourer, fitting and/or changing tyres and/or tubes on rims or wheels and assisting in stripping vehicles for repair or scrap, under supervision;
- (b) cleaning premises, vehicles, animals, utensils, machinery, implements, tools or other articles, loading and unloading vehicles, carrying, moving, stacking and unpacking goods, sorting packages and parcels, filling bottles or other containers, opening or closing doors and windows, opening or closing boxes, bales or other packages, making or maintaining fires or removing refuse or ashes, delivering or conveying letters or messages or goods, on foot or by means of a bicycle, tricycle, or hand-propelled vehicle, driving and assisting with animal-drawn and hand-propelled vehicles, making tea or similar beverages;
- (c) striking and cutting iron with hacksaw after iron has been marked out by journeyman or apprentice, drilling holes in iron other than precision work, threading of bolts or filing of iron, rough cutting and punching of sheet iron by hand under the direction of a journeyman or apprentice, holding up and carrying wood for machinist, teasing coir and horsehair, holding up work for sheet metal worker, filing of solder and old paint off repaired parts, sandpapering, rubbing down of filing, primer and putty, masking, cleaning, compounding and polishing, painting on rough stuff by brush to inside and underside of motor vehicle bodies, painting by brush of axles, brake drums and chassis, painting by brush rough waterproofing paint on canvas;

"night foreman" means an employee who is required to supervise labourers on duty at night, carry out minor repairs and drive occasional buses during the night or in emergency;

"pay week" means the weekly recurring period of seven days terminating on Sundays in respect of drivers, conductors and labourers and on Tuesdays in respect of the rest of the weekly paid staff in respect of which wages are paid each week by the employer;

"probationary conductor or driver" means a person temporarily engaged to carry out the duties of a conductor or driver on probation for a period not exceeding three months;

"Road Passenger Transport Industry" or "Industry" means the undertaking in which the employer and employee are associated for the purpose of transporting for reward over any public road any person or persons by means of any vehicle (other than a vehicle controlled by the South African Railways and Harbours Administration or a Municipality) designed for propulsion otherwise than by human or animal power and designed to carry more than eight persons including the driver of such vehicle and shall include persons engaged in the maintenance, cleaning, renovation, repair, alteration or construction of such vehicles, when such work is undertaken by the employer;

"service" means the total period of the continuous employment of an employee with the same employer in the industry prior or subsequent to the date on which this Agreement comes into operation;

"shed employee" includes any employee, other than an inspector, dispatcher, driver, conductor or clerical or administrative employees;

"watchman" means an employee primarily occupied on guarding the premises of the employer and/or protecting the motor vehicles of which the employer is the owner;

"working time" in relation to driving or conducting shall mean the period reckoned each day from the time such employee is required or scheduled to board the omnibus to the time when he leaves it or any time during which he is required to be available for duty, plus an additional period of two hours per week or twenty minutes per day as time allowance for drawing equipment, checking up the buses, driving them to the starting point, paying in, etc.;

- (e) rytuigskilder en/of -verfspuiter, d.w.s. 'n werknemer wat skilderwerk doen, of verf sproei, met inbegrip van die vermenging van verf en ander voorbereidende werk;

- (f) timmerman, d.w.s. 'n werknemer wat herstellings en monterings aan die houtwerk van busse en aan die geboue wat 'n werkgever okkupeer, of wat onder beheer van die werkgever is, uitvoer en houttoebehore en -uitrusting vervaardig;

"algemene onderhoudswerker", 'n werknemer wat nie 'n vyfjarige leerlingkap gedien het nie en wat nie deur die Raad as 'n volledig geskoolde werker aangeneem is nie, maar van wie vereis word om in een van bogenoemde vakke werk te verrig; met dien verstande dat hoogstens een algemene onderhoudswerker vir elke vakman wat in diens is, in diens mag wees;

"arbeider", 'n werknemer wat geheel, hoofsaaklik, of uitsluitlik een, of meer, van die volgende werksaamhede verrig, of pligte vervul:—

- (a) Petrol byvul, oliebakke en/of -filters droogmaak, batterye uithaal, vul en/of weer insit, motorvoertuie was en/of poleer en/of skoonmaak, onderdele van motorvoertuie skoonmaak, lug pomp, wiele verwissel, wiele, enjinkappe, bande-oortreksels of enige ander belemmering vir die afwerking afhaal en weer aansit, wiele, of vellings, buite- en/of binnebande vir hakkel van lekke, of vir skilder afhaal en weer aansit, binnebande herstel, werk van 'n vulkaniseerderarbeider verrig, binne- en/of buitebande op vellingen, of wiele sit en/of verwissel en help met sloping van voertuie vir herstelling of afval, onder toesig;

- (b) persele, voertuie, diere, gerei, masjinerie, werktuie, gereedskap, of ander artikels skoonmaak, voertuie laai en aflaai, goedere dra, verplaas, stapel en uitpak, pakkette en pakkies sorteer, bottels, of ander houers vul, deure en vensters oopmaak en toemaak, kiste, bale, of ander pakkette oopmaak of toemaak, vure maak, of aan die brand hou, of vuil of as, verwyder, briewe, of boodskappe, of goedere te voet, of met 'n fiets, driewieler, of handvoertuig aflewer of vervoer, bestuur van of help met diervoertuie of handvoertuie, tee of derglike drankte maak;

- (c) yster slaan en saag met 'n ystersaag na dit deur 'n vakman, of vakleerling, afgemerk is, gate in yster boor, behalwe presieswerk, skroefdraad op boue sny of yster vyl, met die hand ru-saag en deurslaan van plaat-yster op aanwysing van 'n vakman, of vakleerling, vashou en dra van hout vir masjins, klapperhaar en perdehaar uitslaan, werk vir metaalplaatwerker vashou, soeiersel en ou verf van herstelde dele afvyl, skuur-papierbewerking, vulling, grondverf en stopverf afvryf, maskeer, skoonmaak, meng en poleer, met 'n kwas verf ru-aansmeer aan binnekant en onderkant van voertuigbakke, met 'n kwas asse, remtrommels en onderstelle, met 'n kwas waterdigtingverf ru-aansmeer op seildoek;

"nagvoorman", 'n werknemer van wie vereis word om toesig te hou oor arbeiders wat snags op diens is, om klein herstellings uit te voer en om geleentheidsbusse gedurende die nag, of in 'n noodgeval te bestuur;

"loonweek", die weeklikse terugkomende tydperk van sewe dae wat op Sondag eindig in die geval van bestuurders, kondukteurs en arbeiders, en op Dinsdag in die geval van die orge weekliks betaalde personeel, aan wie die werkgever elke week lone moet betaal;

"leerlingkondukteur, of -bestuurder", 'n werknemer wat tydelik vir 'n proeftydperk van hoogstens drie maande in diens geneem word om die werk van 'n kondukteur, of bestuurder, te doen;

"Padpassasiersvervoer, of Nywerheid," die onderneming waarin die werkgever en die werknemers verbonde is vir die doel om vir beloning enige persoon of persone oor enige openbare pad te vervoer deur middel van enige voertuig (behalwe 'n voertuig onder die beheer van die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens, of 'n munisipaliteit) wat ontwerp is vir voortbeweging deur ander as menslike of dierlike krag en wat bestem is om meer as agt persone, met inbegrip van die bestuurder van die voertuig, te vervoer en sluit persone in wat dié voertuig onderhou, skoonmaak, vernu, herstel, verander, of vervaardig, as daardie werk deur die werkgever onderneem word;

"diens", die totale tydperk van ononderbroke diens van 'n werknemer by dieselfde werkgever in die Nywerheid voor, of na die datum waarop hierdie Ooreenkoms in werking tree;

"loodswerker", sluit elke werknemer behalwe 'n inspekteur, bestuurder, afsender, kondukteur, of klerklike, of administratiewe werknemer in;

"wag", 'n werknemer wat hoofsaaklik in diens is vir beskerming van die werkgever se persele en/of beskerming van die motorvoertuie wat die werkgever se eiendom is;

"werktyd", met betrekking tot bestuurwerk, of kondukteurswerk, die tydperk wat elke dag gereken word van die tyd waarop van die werknemer vereis word, of wat hy volgens die rooster verplig is, om op die bus te begin bestuur tot die tyd wat hy daardie werk staak, of enige tyd wat hy verplig is om vir diens beskikbaar te wees, plus 'n bykomende tydperk van twee uur per week, of twintig minute per dag, as tydtoelating om sy uitrusting te verfrisk, of busse te inspekteer, hulle na die vertrekpunt te ry, inbetaling, ens.;

"working time" in relation to a shed employee shall mean all time during which the employee is required by the employer to be available for duty;

"wage" means the remuneration of an employee, exclusive of cost of living allowance, overtime and special allowances, whether calculated on the hourly, daily or weekly rate.

4. WAGES AND REMUNERATION.

(1) The minimum wage that shall be paid to the under-mentioned classes of employees shall be as follows:—

	Per Week.
	£ s. d.
(a) Inspectors	6 0 0
(b) Clerical employee, qualified	3 10 0
Clerical employee, unqualified	2 0 0
	Per Hour.
	£ s. d.
(c) Drivers—	
For the first year of service	0 1 11
For the second year of service	0 2 0
For the third year of service	0 2 2
For the fourth year of service	0 2 5
For the fifth year of service	0 2 6
For the sixth year of service	0 2 7
For the seventh year of service	0 2 8
Thereafter	0 2 9
(d) Conductors—	
For the first year of service	0 1 10
For the second year of service	0 1 11
For the third year of service	0 2 0
For the fourth year of service	0 2 3
For the fifth year of service	0 2 4
For the sixth year of service	0 2 5
For the seventh year of service	0 2 6
Thereafter	0 2 7
(e) Probationary drivers	0 1 9
(f) Probationary conductors	0 1 4
Provided that in the event of a conductor being promoted to a driver his commencing wage shall be not less than the wage he received as a conductor.	
	Per Week.
	£ s. d.
(g) Shed employees—	
Journeyman	6 18 0
Night foreman	6 0 0
General maintenance worker	5 0 0
Labourer	1 7 6
Watchman	1 10 0

Provided that an employee who at the date of coming into operation of this Agreement is in receipt of a wage in excess of that prescribed in this section shall continue to receive such higher wage.

(2) (a) Any shed employee who is required or allowed temporarily to act as driver or conductor or to perform two or more classes of work for which different rates of wages are prescribed shall for the time worked at each such class be paid at not less than the time rate applicable to the class of work performed, provided that in no case shall such employee be paid at a rate lower than that prescribed for the work for which he has been engaged.

(b) A driver may be required to perform the duties of a conductor as well as a driver in the discretion of the employer.

(3) Subject to any deduction authorised by clause 5 of this Agreement, the minimum wage per week of a driver or conductor shall not be less than 48 times his hourly wage; even though the working time of such employee in such week may have been less than 48 hours.

(4) *Cost of Living Allowance.*—In addition to the wages prescribed in sub-section (1) of this section employees shall be paid a cost of living allowance equal to 30 per cent. of their prescribed wages, provided that where the allowance payable in terms of this sub-section is less than the allowance prescribed in War Measure No. 43 of 1942, as amended from time to time, the War Measure allowance shall be payable.

5. PAYMENT OF WAGES AND RATES.

(1) All wages and rates shall become due and be paid in cash weekly, within three days of the termination of the ordinary pay-week, or on termination of service if this takes place before the ordinary pay-day of the employee.

(2) No premium shall be charged or accepted for the training of an employee.

(3) No fines shall be made against an employee and no deductions of any description shall be made from an employee's wages or rates, other than the following:—

(a) The employer may deduct, from the weekly wage of a driver or conductor, who, except on the employer's instruction does not work on any day, the whole of the working time assigned to him for that day, one hour's wage for each completed hour of such time not worked; provided that the employer may deduct from the weekly wage of a driver or conductor who, through arriving late for duty on any day, misses his allotted shift for that day and who is employed for a lesser number of hours on such a day than the number of hours of such shift, the difference between his wage at the prescribed hourly wage for the number of hours actually worked and for the number of hours of such shift.

„werktyd”, met betrekking tot 'n loodswerker, al die tyd wat deur die werkgever van die werknemer vereis word om vir diens beskikbaar te wees;

„loon”, die besoldiging van 'n werknemer, sonder lewenskostoelae, oortyd en spesiale toelae, hetsy bereken op die uur-, dag-, of weekskaal.

4. LONE EN BESOLDIGING.

(1) Die minimum loon wat aan die ondergenoemde klasse werknemers betaal moet word, is as volg:—

	Per week.
	£ s. d.
(a) Inspekteurs	6 0 0
(b) Klerklike werknemer, gekwalifiseer	3 10 0
Klerklike werknemer, ongekwalifiseer	2 0 0
	Per uur.
	£ s. d.
(c) Bestuurders—	
gedurende die eerste jaar diens	0 1 11
gedurende die tweede jaar diens	0 2 0
gedurende die derde jaar diens	0 2 2
gedurende die vierde jaar diens	0 2 5
gedurende die vyfde jaar diens	0 2 6
gedurende die sesde jaar diens	0 2 7
gedurende die sewende jaar diens	0 2 8
daarna	0 2 9
(d) Kondukteurs—	
gedurende die eerste jaar diens	0 1 10
gedurende die tweede jaar diens	0 1 11
gedurende die derde jaar diens	0 2 0
gedurende die vierde jaar diens	0 2 3
gedurende die vyfde jaar diens	0 2 4
gedurende die sesde jaar diens	0 2 5
gedurende die sewende jaar diens	0 2 6
daarna	0 2 7
(e) Leerlingbestuurders	0 1 9
(f) Leerlingkondukteurs	0 1 4

Met dien verstande dat as 'n kondukteur tot bestuurder bevorder word, sy aanvangsloon minstens die loon moet wees wat hy as kondukteur ontvang het.

	Per week.
	£ s. d.
(g) Loodswerkers—	
Vakman	6 18 0
Nagvoorman	6 0 0
Algemene onderhoudswerker	5 0 0
Arbeider	1 7 6
Wag	1 10 0

Met dien verstande dat 'n werknemer wat op die datum wat hierdie Ooreenkoms in werking tree 'n loon ontvang wat hoër is as dié wat in hierdie artikel voorgeskryf word, daardie hoër loon moet bly ontvang.

(2) (a) Aan elke loodswerker van wie vereis word, of wat toegestaan word, om tydelik as bestuurder, of as kondukteur, te werk, of om twee of meer klasse werk te verrig waarvoor verskillende loonskale voorgeskryf word, moet vir die tyd wat in elke sodanige klas werk gewerk word minstens die tydloon betaal word wat op die klas werk wat verrig word van toepassing is; met dien verstande dat aan sodanige werknemer in geen geval 'n laer loon betaal moet word as die loon wat vir die werk waarvoor hy in diens geneem is, voorgeskryf word nie.

(b) Van 'n bestuurder kan, na goeddunke van die werkgever, vereis word om ook die werk van 'n kondukteur te doen.

(3) Behoudens enige korting wat ingevolge klousule 5 van hierdie Ooreenkoms gemagtig is, moet die minimum weekloon van 'n bestuurder, of kondukteur, minstens 48 maal sy uurloon bedra, selfs as die werktyd van sodanige werknemer minder as 48 uur was.

(4) *Lewenskostoelae.*—Benewens die lone soos voorgeskryf in subartikel (1) van hierdie artikel, moet werknemers 'n lewenskostoelae betaal word wat gelyk is aan 30 persent van hul voorgeskrewe lone; met dien verstande dat wanneer die toelae wat kragtens hierdie subartikel voorgeskryf word minder is as die toelae wat in Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, voorgeskryf is, die toelae kragtens die Oorlogsmaatreël betaal moet word.

5. BETALING VAN LONE EN SKALE.

(1) Alle lone en skale is weekliks verskuldig en betaalbaar binne drie dae na afloop van die gewone betaalweek, of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind.

(2) Geen premie vir die opleiding van 'n werknemer mag bereken of aangeneem word nie.

(3) Geen boetes kan aan 'n werknemer opgelê en geen kortings van watter aard ook al kan van 'n werknemer se loon of skale afgetrek word nie, behalwe die volgende:—

(a) Die werkgever kan van die weekloon van 'n bestuurder, of kondukteur, wat, behalwe op las van sy werkgever, nie op 'n dag die hele werktyd wat aan hom toegewys is, werk nie, een uur se loon vir elke volle uur van daardie tyd wat nie gewerk is nie, aftrek; met dien verstande dat die werkgever van die weekloon van 'n bestuurder of kondukteur wat, deurdat hy op enige dag te laat op werk gekom het, die skof wat vir daardie dag aan hom toegewys is, mis en wat op sodanige dag 'n kleiner getal ure as die getal ure van sodanige skof werk, die verskil tussen sy loon, teen die voorgeskrewe uurloon, vir die getal ure wat werklik gewerk is en die getal ure van sodanige skof kan aftrek.

- (b) With the written consent of the employee deductions may be made for holiday, sick, insurance, provident, trade union or pension funds.
- (c) The employer may deduct in respect of the first uniform supplied by him to an employee an amount not exceeding the amount specified in clause 9 of this Agreement.
- (d) Deductions authorised by an employee in respect of damages occasioned to the employer by the admitted and proved negligence of the employee.
- (e) Any other deductions that may be mutually agreed among the union, the employee and the employer.
- (f) Deductions as required by clause 13 (1).
- (g) Any amount paid by the employer compelled by any law, ordinance or legal process to make payment on behalf of an employee.

6. HOURS OF WORK AND OVERTIME.

(a) *Drivers and Conductors.*—(1) A driver or conductor shall in each pay week be allowed not less than one day off duty.

(2) Where an employee works in accordance with the hours detailed in any duty schedule the number of hours of work for which such employee shall be paid each week shall be calculated by dividing the total number of hours worked in accordance with such schedule by the number of weeks covered thereby, provided that the number of hours so paid for in any week shall not be less than 48 hours.

(3) (a) Drivers, conductors, probationary drivers or probationary conductors shall be paid at the rate of one and one-half times their hourly rate of pay in respect of all working time in excess of 8 hours in any one day.

(b) Whenever a driver, conductor, probationary driver or probationary conductor is required to be available for duty on any day for a period exceeding 12 hours he shall be paid at one and one-half times his hourly rate of pay in respect of any such time in excess of 12 hours.

(c) In calculating working time the twenty minutes special allowance to drivers, conductors, probationary drivers and probationary conductors shall be included in such working time.

(4) Any employee who is required by the employer to attend at the office of the employer on his day off duty shall be paid a minimum of two hours at overtime rates, unless such attendance is necessitated by a fault of the employee.

(5) (a) An employee who is required to work on his day of rest shall be paid one and one-half times his hourly rate of pay for the time so worked.

(b) *Shed Employees.*—(i) A shed employee may be required to work on any day of the week provided that if he is required to work on a Sunday he shall be paid for a minimum of 8 hours at double rates.

(ii) The hourly wage prescribed in this Agreement for a shed employee is the hourly wage for working time not exceeding 46 hours in a week to be spread over a 6 day or 5 day week as the requirements of the service determine. When the working time exceeds 46 hours in a week the hourly wage for such excess time shall for all shed employees other than a watchman be increased by fifty per cent., provided that not more than 10 hours overtime may be worked in any week.

(c) Subject to the right of the employer to require a shed employee to work overtime as herein provided, no shed employee shall be required to work—

- (a) more than 8 hours and 12 minutes from Mondays to Fridays and 5 hours on Saturdays if the 46 hours are spread over 6 days; or
- (b) more than 9 hours and 12 minutes per day if the 46 hours are spread over 5 days; or to work for a continuous period of more than 5 hours without an uninterrupted interval of at least one hour, provided that for the purpose of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

7. DISCIPLINE AND QUALIFICATION.

(a) The trade union undertakes to co-operate with the employer in ensuring the maintenance of proper discipline amongst its members who are employed by the employer and to obviate slackness, negligence, disobedience or non-observance of the municipal or employer's regulations.

(b) Breaches of discipline shall be dealt with by the employer but a shop steward may be present if deemed necessary by the trade union to assist the employer when a case is being considered.

(c) Drivers and conductors may be required by the employer from time to time to satisfy the employer that they still comply with the requirements attached to their appointments.

8. PUBLIC HOLIDAYS AND ANNUAL LEAVE.

(1) (a) Every employee, whether called upon or not to work on New Year's Day, Good Friday, Dingaan's Day or Christmas Day shall be paid for each such day an amount not less than the equivalent of the weekly wage of the employee divided by the number of days he would have worked in that week if there had been no holiday.

(b) Any employee who is required to and does work on the days referred to in clause (a) shall in addition to the pay provided for in the said clause, be paid for the time so worked at the ordinary rate.

- (b) Met die skriftelike toestemming van die werknemer, kan kortings vir verlof-, siekte-, versekerings-, voorsorg-, vakvereniging- of pensioenfondse afgetrek word.
- (c) Die werkgewer kan ten opsigte van die eerste uniform wat hy aan 'n werknemer verstrek, 'n bedrag van hoogstens die bedrag wat in klousule 9 van hierdie Ooreenkoms spesifiek genoem word, aftrek.
- (d) Kortings wat deur 'n werknemer gemagtig word vir skade wat as gevolg van die erkende en bewese nalatigheid van die werknemer aan die werkgewer berokken is.
- (e) Elke ander korting waarop die vakvereniging, die werknemer en die werkgewer onderling ooreenkom.
- (f) Kortings kragtens klousule 13 (1).
- (g) Enige bedrag wat die werkgewer verplig is om kragtens 'n wet, ordonnansie, of regsegging ten behoeve van die werknemer te betaal.

6. WERKURE EN OORTYD.

(a) *Bestuurders en kondukteurs.*—(1) 'n Bestuurder of kondukteur moet in elke week minstens een vrye dag toegestaan word.

(2) As 'n werknemer ooreenkomstig die ure wat in 'n diensrooster gespesifiseer is, werk, moet die werkure waarvoor sodanige werknemer elke week betaal moet word, bereken word deur die totale getal ure wat ooreenkomstig sodanige rooster gewerk is te deel deur die getal weke wat daardeur gedek word; met dien verstande dat die getal ure waarvoor aldus betaal word in enige week minstens 48 uur moet wees.

(3) (a) Bestuurders, kondukteurs, leerlingbestuurders of leerlingkondukteurs moet betaal word teen die skaal van 1½ maal hul uurloon vir alle tyd wat op enige dag langer as agt uur gewerk word; en

(b) as van 'n bestuurder, kondukteur, leerlingbestuurder of leerlingkondukteur vereis word om op enige dag beskikbaar te wees vir diens vir 'n tydperk van meer as 12 uur, moet hy teen 1½ maal sy uurloon betaal word vir alle tyd oor 12 uur.

(c) Vir berekening van werktyd; moet die 20-minute spesiale toelating aan bestuurders, kondukteurs, leerlingbestuurders en leerlingkondukteurs in sulke werktyd ingesluit word.

(4) Elke werknemer van wie deur die werkgewer vereis word om op sy vrye dag die werkgewer se kantoor te besoek, moet 'n minimum van twee uur oortyd betaal word, tensy sodanige besoek noodsaaklik is as gevolg van 'n fout van die werknemer.

(5) (a) Elke werknemer van wie vereis word om op sy rusdag te werk, moet vir die tyd wat aldus gewerk word teen 1½ maal sy loonskaal betaal word.

(b) *Loodswerkers.*—(i) Van 'n loodswerker kan vereis word om op enige dag van die week te werk; met dien verstande dat as van hom vereis word om op Sondag te werk, hy vir 'n minimum van agt uur teen dubbel die skaal betaal word.

(ii) Die uurloon in hierdie Ooreenkoms vir 'n loodswerker voorgeskryf, is die uurloon vir werktyd van hoogstens 46 uur in 'n week oor 'n ses- of vyfdaagse week versprei, na gelang van die vereistes van die diens. Wanneer werktyd 46 uur in 'n week oorskry, moet die uurloon vir dié oortyd vir alle loodswerkers, behalwe 'n wag, met 50 persent verhoog word; met dien verstande dat hoogstens 10 uur oortyd in 'n week gewerk mag word.

(c) Onderworpe aan die reg van die werkgewer om van 'n loodswerker te vereis om oortyd te werk, soos hierin bepaal, mag van geen loodswerker vereis word om soos volg te werk nie:—

- (a) meer as 8 uur en 12 minute van Maandae tot Vrydae en 5 uur op Saterdag as die 46 uur oor 6 dae versprei is; of
- (b) meer as 9 uur en 12 minute per dag as die 46 uur oor 5 dae versprei is; of om 'n aaneenlopende tydperk van meer as vyf uur te werk sonder 'n ononderbroke pouse van minstens een uur; met dien verstande dat vir die toepassing van hierdie paragraaf, tydperke van werk wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend beskou moet word.

7. DISCIPLINE EN KWALIFIKASIE.

(a) Die vakvereniging onderneem om met die werkgewer saam te werk vir die handhawing van goeie dissipline onder sy lede wat by die werkgewer in diens is en om traagheid, nalatigheid, ongehoorsaamheid, of verontagsaming van die munisipale, of die werkgewers se regulasies te vermy.

(b) Dissipline-oortredings moet deur die werkgewer afgehandel word, maar indien die vakvereniging dit nodig ag, kan 'n werkwinkelvertegenwoordiger teenwoordig wees om die werkgewer by te staan wanneer die saak oorweeg word.

(c) Van bestuurders en kondukteurs kan deur die werkgewer van tyd tot tyd vereis word om hom te oortuig dat hulle nog die verpligtings aan hulle aanstellings verbonde, nakom.

8. PUBLIEKE VAKANSIEDAE EN JAARLIKSE VERLOF.

(1) (a) Aan elke werknemer, hetsy van hom vereis word om op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag, of Kersdag te werk of nie, moet vir elkeen van dié dae 'n bedrag betaal word van minstens die ekwivalent van die weekloon van die werknemer gedeel deur die getal dae wat hy in daardie week sou gewerk het as daar geen vakansiedag was nie.

(b) Elke werknemer van wie vereis word om op die dae waarna in klousule (a) verwys word, te werk en wat aldus werk, moet, benewens die betaling waarvoor in die genoemde klousule voorsiening gemaak word, vir die tyd wat aldus gewerk word teen die gewone skaal betaal word.

(2) (a) Each employee shall be given 12 consecutive working days' leave of absence on full pay in each year of service with the same employer. After two years' service with the same employer, an employee shall be entitled to 18 consecutive days' leave of absence each year. The employer shall fix the time when such leave shall be taken, but if he shall not have granted to the employee the period of leave at an earlier date such leave shall be granted within three months after the termination of each twelve months' service.

(b) An employee who in any year of service is employed for more than two months but less than twelve months shall, on the termination of his service, for each completed month of such service be paid in lieu of such leave not less than his wage for a day of eight working hours.

(c) For the purpose of annual leave the service of an employee shall be calculated from the date he was last entitled to leave or from the date he commenced his employment with the employer or from a date one year prior to the coming into force of this Agreement, whichever is the later.

(d) Save as provided in paragraph (b) of this clause no employer shall make and no employee shall accept any payment in lieu of leave due or to become due to an employee in terms of this clause.

9. SICK LEAVE.

(1) An employee who has been in the employ of the employer for not less than six months, other than a labourer or watchman, who is absent from work owing to sickness not caused by his own neglect or misconduct and not covered by the workmen's Compensation Act, 1941, shall be paid not less than 60 per cent. of the weekly remuneration applicable to him in terms of section 4 of this Agreement, divided by six for each day of such absence not exceeding twenty-four working days in the aggregate in any year of employment, calculated from the date on which the employee entered his employer's service.

(2) A labourer or watchman who has been in the employ of the employer for not less than six months and who is absent from work for more than two days through sickness not caused by his own neglect or misconduct, shall be paid not less than the weekly remuneration applicable to him in terms of sub-sections (1) (g) and (4) of section 4 of this Agreement, divided by six for each day of such absence not exceeding twelve working days in the aggregate in any year of employment, calculated from the date on which the employee entered the employer's service: Provided that the employer may require the production of a certificate signed by a registered medical practitioner, showing the nature and duration of the illness in respect of each period of absence for which payment is claimed.

10. UNIFORMS.

If the employer requires his employee to wear a uniform he shall supply the uniform to him. The employer may in respect of the first uniform supplied to his employee deduct from his wages an amount not exceeding 5s. per week for a period of not exceeding twelve weeks. When the employee from whose wages such deductions have been made has been six months in the service of the employer, the employer shall refund him the total amount of any deductions so made. The second and subsequent uniforms required by him shall be supplied free of charge by the employer.

All uniforms shall remain the property of the employer for 12 months.

The uniform issue for drivers and conductors shall be four dust coats and two caps per year, provided that not less than three dust coats shall be issued before the end of the probationary period.

11. TERMINATION OF SERVICE.

An employee or the employer shall give not less than twenty-four hours' notice to terminate the contract of service, such notice to run from the ordinary pay-day of the employee.

This section shall not affect—

- (a) the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;
- (b) any agreement between the employer and an employee which provides for a period of notice longer than 24 hours. An employee whose period of service has not exceeded two weeks may terminate or have his service terminated without notice.

12. RATIO.

Not more than one probationary driver or conductor shall be employed for each experienced driver or conductor and the employer shall not employ a probationary driver or conductor unless he has in his employ an experienced driver or conductor.

13. EXEMPTIONS.

(1) The Council may on application by any person affected by this Agreement grant exemptions from any of its provisions in respect of—

- (a) the employer;
- (b) any employee.

(2) (a) Elke werknemer moet in elke jaar diens by dieselfde werkgever 12 agtereenvolgende werkdade afwesigheidsverlof met volle betaling toegestaan word. Na twee jaar diens by dieselfde werkgever, is 'n werknemer geregtig op 18 dae afwesigheidsverlof per jaar. Die werkgever moet die tyd vasstel waarop die verlof geneem moet word, maar as hy nie die werknemer die tydperk van verlof op 'n eerder datum toegestaan het nie, moet die verlof binne drie maande na beëindiging van elke 12 maande diens, toegestaan word.

(b) 'n Werknemer wat in enige diensjaar meer as twee maar minder as 12 maande in diens was, moet by beëindiging van sy diens, vir elke volle maand diens, in plaas van verlof minstens sy loon vir 'n werkdag van agt uur betaal word.

(c) Vir die doeleindes van jaarlikse verlof, moet, na gelang van die geval, die diens van 'n werknemer gereken word van die datum waarop hy laas op verlof geregtig geword het, of van die datum waarop sy diens by die werkgever begin het, of van 'n datum een jaar voor hierdie Ooreenkoms in werking getree het.

(d) Behoudens soos bepaal in paragraaf (b) van hierdie klousule, mag geen betaling in plaas van verlof wat ingevolge die bepaling van hierdie klousule aan 'n werknemer verskuldig is of word, deur 'n werkgever gedoen of deur 'n werknemer aangeneem word nie.

9. SIEKTEVERLOF.

(1) 'n Werknemer wat reeds minstens ses maande by die werkgever in diens is, behalwe 'n arbeider of 'n wag, wat van sy werk afwesig is as gevolg van siekte wat nie deur sy eie nalatigheid of wangedrag veroorsaak is nie, en wat nie deur die Skadeloosstellingswet, 1941, gedek word nie, moet minstens 60 persent van die weeklikse besoldiging wat op hom van toepassing is kragtens artikel 4 van hierdie Ooreenkoms, gedeel deur ses vir elke dag van daardie afwesigheid van altesame hoogstens 24 werkdade in 'n diensjaar, gereken vanaf die datum waarop die werknemer by die werkgever in diens getree het, betaal word.

(2) 'n Arbeider of wag wat minstens ses maande in diens by die werkgever was en wat langer as twee dae van werk afwesig is deur siekte wat nie die gevolg van sy eie wangedrag was nie, moet minstens die weekloon betaal word wat op hom ingevolge subartikels (1) (g) en (4) van artikel 4 van hierdie Ooreenkoms van toepassing is, gedeel deur ses vir elke dag van dié afwesigheid van hoogstens 12 werkdade altesaam in 'n jaar diens, gereken van die datum af waarop die werknemer tot sy werkgever se diens toetree het; met dien verstande dat die werkgever die voorlegging van 'n sertifikaat van die werknemer mag vereis wat deur 'n geregistreerde mediese praktisyn geteken is en die aard en duur van die siekte aantoon ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word.

10. UNIFORMS.

As die werkgever van sy werknemer vereis om 'n uniform te dra, moet hy die uniform aan hom verstrek. Die werkgever kan ten opsigte van die eerste uniform wat hy aan sy werknemer verstrek vir 'n tydperk van hoogstens 12 weke 'n bedrag van 5s. per week van sy loon aftrek. Na 'n werknemer van wie se loon die kortings afgetrek is, ses maande by die werkgever in diens is, moet die werkgever die totale bedrag van die kortings wat aldus afgetrek is aan hom terugbetaal. Die tweede en volgende uniform wat hy nodig het, moet kosteloos deur die werkgever verstrek word.

Alle uniforms bly vir 'n tydperk van 12 maande die werkgever se eiendom.

Die uniformverstreking aan bestuurders en kondukteurs bestaan uit vier stofjasse en twee pette per jaar; met dien verstande dat minstens drie stofjasse voor die einde van die leertyd uitgereik moet word.

11. DIENSBEÏNDIGING.

'n Werknemer, of die werkgever, moet minstens 24 uur opsegging vir beëindiging van die dienskontrak gee en die opsegging gaan in op die gewone betaaldag van die werknemer.

Hierdie artikel maak nie breuk op onderstaande nie:—

- (a) 'n Werkgever, of werknemer, se reg om die dienskontrak sonder opsegging te beëindig weens enige goeie rede wat wetlik as voldoende erken word;
- (b) enige ooreenkoms tussen die werkgever en 'n werknemer wat voorsiening maak vir 'n diensopseggingstermyn van langer as 24 uur.

'n Werknemer wie se diensydperk nie meer as twee weke bedra nie, kan sy diens sonder opsegging beëindig, of dit kan sonder opsegging beëindig word.

12. GETALLEVERHOUDING.

Hoogstens een leerlingbestuurder, of leerlingkondukteur, kan vir elke ervare bestuurder of kondukteur in diens wees en die werkgever kan nie 'n leerlingbestuurder of leerlingkondukteur in diens hê nie tensy hy 'n ervare bestuurder of kondukteur in diens het.

13. VRYSTELLINGS.

(1) Die Raad kan op aansoek van enige persoon wat onder hierdie Ooreenkoms val, vrystelling van enige bepaling daarvan verleen aan—

- (a) die werkgever;
- (b) enige werknemer.

(2) The Council shall have the power to fix—

- (a) the conditions; and
- (b) the period;

under and during which such exemptions may be granted.

(3) A licence of exemption over the signature of the Secretary of the Council shall be issued to every such person, and a copy thereof sent to the Divisional Inspector, Department of Labour, Kimberley.

(4) A licence of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted.

14. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council the employer shall deduct 3d. per week from the wages of each of his employees for whom a wage of 1s. 3d. (one shilling and threepence) or more per hour is prescribed in clause 4 of this Agreement. To the amount so deducted the employer shall add an equal amount. For the purpose hereof the hourly wage of a weekly paid employee shall be deemed to be 1/48th of his weekly wage.

(2) All amounts collected in accordance with the provisions of sub-clause (1) of this clause shall together with a statement showing the number of employees employed, be forwarded to the Secretary of the Council on or before the 15th day of each month.

15. TRADE UNION MEMBERSHIP.

(a) The employer shall not employ any person for a period of longer than one month who is not a member of the trade union; provided that this clause shall not apply when in the opinion of the Council, membership of the union has been refused without good and sufficient cause and the applicant for membership to the union has notified the Council within thirty days of such refusal.

(b) This section shall not apply in respect of inspectors, foremen, storemen, clerical employees and labourers or in respect of any immigrant during the first year after the date of his entry into the Union of South Africa.

16. ADMINISTRATION OF THE AGREEMENT.

The Council shall be the body responsible for the administration of the Agreement and may issue expressions of opinion not inconsistent with its provisions for the guidance of the employer and employees.

17. PERSONS UNDER 15 YEARS OF AGE.

No person under the age of fifteen years shall be employed in the Industry.

18. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

The employer shall give to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

19. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

An agent may enter any establishment and may question the employer or any employee and inspect the record of wages paid, time worked and payments made for piece-work and overtime for the purpose of ascertaining whether the terms of this Agreement are being observed.

Signed at Kimberley, on behalf of the parties, on this 12th day of September, 1950.

R. C. ELLIOTT,
Chairman of the Council.

P. J. HARMSE,
Vice-Chairman of the Council.

W. S. DICKERSON,
Secretary of the Council.

* No. 3208.]

[22 December 1950.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

ROAD PASSENGER TRANSPORT INDUSTRY,
KIMBERLEY.

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 Road Passenger Transport Industry, Kimberley, published under Government Notice No. 3207 of the 22nd December, 1950, 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.

(2) Die Raad het die bevoegdheid om die volgende vas te stel:—

- (a) Die voorwaardes; en
- (b) die termyn;

waarop en waarvoor sodanige vrystelling verleen kan word.

(3) 'n Vrystellingsertifikaat onderteken deur die Sekretaris van die Raad, moet aan elke sodanige persoon uitgereik word en 'n afskrif daarvan aan die Afdelingsinspekteur van die Departement van Arbeid, Kimberley, gestuur word.

(4) Die Raad kan te enige tyd gedurende die termyn waarvoor dit uitgereik is, 'n vrystellingsertifikaat wysig of intrek.

14. UITGAWES VAN DIE RAAD.

(1) Om te voorsien in die uitgawes van die Raad, moet die werkgewer 3d. per week aftrek van die loon van elk van sy werknemers vir wie 'n loon van 1s. 3d. (een shilling en drie pennies) of meer per uur in klousule 4 van hierdie Ooreenkoms voorgeskryf word. By die bedrag wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag voeg. Vir die doeleindes hiervan word die uurloon van 'n weekliks betaalde werknemer beskou 1/48ste van sy weekloon te wees.

(2) Alle bedrae wat ooreenkomstig die bepalings van sub-klousule (1) van hierdie klousule ingevorder word, moet, tesaam met 'n staat wat die getal werknemers in diens aantoon, uiterlik op die 15de dag van elke maand aan die Sekretaris van die Raad opgestuur word.

15. LIDMAATSKAP VAN VAKVERENIGING.

(a) Die werkgewer kan nie vir 'n tydperk van langer as een maand 'n persoon wat nie lid van die vakvereniging is in diens hê nie; met dien verstande dat as na die mening van die Raad lidmaatskap van die vakvereniging sonder goeie en afdoende rede geweier is en die applikant vir lidmaatskap van die vakvereniging die Raad binne 30 dae van sodanige weiering in kennis gestel het, hierdie klousule nie van toepassing is nie.

(b) Hierdie artikel is nie op inspekteurs, voormanne, magasynmeesters, klerklike werknemers en arbeiders, of op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika, van toepassing nie.

16. TOEPASSING VAN DIE OOREENKOMS.

Die Raad is die liggaam wat vir die toepassing van die Ooreenkoms verantwoordelik is en kan vir die leiding van die werkgewers en werknemers meningsuitsprake uitvaardig wat nie met die bepalings daarvan strydig is nie.

17. PERSONE ONDER DIE OUDERDOM VAN 15 JAAR.

Geen persoon onder die ouderdom van 15 jaar mag in die nywerheid in diens wees nie.

18. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Die werkgewer moet aan enigeen van sy werknemers wat 'n verteenwoordiger op die Raad is alle redelike geleentheid verskaf om sy pligte in verband met die Raad se werk te vervul.

19. AGENTE.

Die Raad moet een of meer bepaalde persone aanstel om as agente te help by die toepassing van die bepalings van hierdie Ooreenkoms.

'n Agent kan enige inrigting betree en die werkgewer of enige werknemer ondervra en die aantekeninge van lone wat betaal, tyd wat gewerk en betalings wat vir stukwerk en oortyd gedoen is, inspekteer vir die doeleinde van vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

Namens die partye hede die 12de dag van September 1950 in Kimberley onderteken.

R. C. ELLIOTT,
Voorsitter van die Raad.

P. J. HARMSE,
Ondervoorsitter van die Raad.

W. S. DICKERSON,
Sekretaris van die Raad.

* No. 3208.]

[22 Desember 1950.

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

PADPASSASIEVERVOERNYWERHEID,
KIMBERLEY.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Padpassasiersvervoernywerheid, Kimberley, bekendgemaak by Goewermentskennisgewing No. 3207 van 22 Desember 1950, vir die persone wie se werke 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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