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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 NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 827.] [10 April 1952.
INDUSTRIAL CONCILIATION ACT, 1937.

ROAD PASSENGER TRANSPORT INDUSTRY, PAARL.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby in terms of sub-section (1) as applied by sub-section (6) 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, Paarl, 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 Union.

B. J. SCHOEMAN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1937.

CONCILIATION BOARD AGREEMENT FOR THE ROAD PASSENGER TRANSPORT INDUSTRY.

AGREEMENT

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

The Tramway and Omnibus Workers' Union (Cape), of the one part (hereinafter referred to as the "trade union" or "the employees"), and the following employer

Messrs. Paarl Transport and Services (Pty.), Ltd., Paarl, of the other part (hereinafter referred to as the "employer").

1. AREA AND SCOPE OF OPERATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Road Passenger Transport Industry in the Magisterial District of Paarl by the employer and by all his employees who are members of the trade union and for whom minimum wages are prescribed in clause 6 (2) of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1937, and shall remain in operation for a period of one year, or for such period as may be determined by him.

3. DEFINITIONS.

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act; words importing the masculine gender includes females; further, unless inconsistent with the context—

"conductor" means the conductor of a road passenger transport vehicle, but does not include a learner conductor;

"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 day and 4 a.m. on the next succeeding day;

GOEWERMENSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 827.] [10 April 1952.
NYWERHEID-VERSOENINGSWET, 1937.

PADPASSASIERSVEROERNYWERHEID, PAARL.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby, kragtens subartikel (1) soos toegepas deur subartikel (6) van artikel agt-en-veertig van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en wat betrekking het op die Padpassasiersvervoernywerheid, Paarl, van die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing af en vir die tydperk wat eindig een jaar van die genoemde tweede Maandag af bindend is vir die werkgewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werknemers wat lede is van daardie vereniging.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

NYWERHEID-VERSOENINGSWET, 1937.

VERSOENINGSRAADOOREENKOMS VIR DIE PADPASSASIERSVEROERNYWERHEID.

OOREENKOMS

kragtens die bepalings van die Nywerheid-versoeningswet, 1937, gesluit deur die

„Tramway and Omnibus Workers' Union (Cape)", (hierna „die vakvereniging" of „die werknemers" genoem), aan die een kant, en ondergenoemde werkgewer

„Paarl Transport and Services (Pty.), Ltd., Paarl, (hierna „die werkgewer" genoem), aan die ander kant.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die padpassasiersvervoernywerheid in die magistraatsdistrik Paarl deur die werkgewer en deur al sy werknemers wat lede van die vakvereniging is en vir wie minimum lone in klousule 6 (2) van hierdie Ooreenkoms voorgeskryf word.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens subartikel (1) van artikel agt-en-veertig van die Nywerheid-versoeningswet, 1937, vasgestel word en bly van krag vir 'n termyn van twee jaar of vir 'n termyn wat deur hom bepaal word.

3. WOORDBEPALINGS.

(1) Tensy 'n ander bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Nywerheid-versoeningswet, 1937, bepaal is, dieselfde betekenis as in daardie Wet, en sluit woorde wat die manlike geslag aandui, ook vroue in; voorts, tensy strydig met die samehang, beteken—

„kondukteur", die kondukteur van 'n padpassasiersvoertuig, maar sluit nie 'n leerling-kondukteur in nie;

„dag", wanneer gebesig met betrekking tot die werktyd van 'n voertuigbestuurder of kondukteur, die tydperk van vier-en-twintig uur tussen 4 vm. op enige dag en 4 vm. op die eersvolgende dag;

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

"driver" means an employee engaged in driving a road passenger transport vehicle;

"learner conductor" means an employee who conducts a road passenger transport vehicle under the instruction and supervision of a conductor in the same vehicle and at the same time;

"pay week" means the weekly recurring period of seven days in respect of which wages are paid each week by the employer;

"Road Passenger Transport Industry" means the undertaking in which 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 S.A.R. and H. Administration) 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 vehicles, when such work is undertaken by the owner thereof;

"road passenger transport vehicle" means any vehicle (other than a vehicle controlled by the S.A.R. and H. Administration) designed for propulsion otherwise than by human or animal power and designed to carry more than eight persons including the driver of such vehicle;

"service" means the total period of continuous employment of an employee with the Paarl Transport and Services (Pty), Ltd.;

"spreadover" means the period of time elapsing between the commencement and termination of duty in any one day;

"uniform" means wearing apparel consisting of tunic, trousers and cap;

"working time" means the period reckoned each day from the time the employee is required or scheduled to board a vehicle until the time when he leave it or any time during which he is required to be available for duty.

(2) In the classification of any employee for the purpose of this Agreement he shall be deemed to be in that class in which he is wholly or mainly employed.

4. TRADE UNION MEMBERSHIP.

The employer shall not employ any driver or conductor for a longer period than one week who is not a member of the Trade Union.

5. DISCIPLINE AND QUALIFICATION.

(1) 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 the employer's regulations.

(2) Breaches of discipline shall be dealt with by the employer but the shop steward may be present if deemed necessary by the Trade Union when the case is being considered.

6. WAGES AND/OR EARNINGS.

(1) Save as provided in clause 7 (3) and clause 9 (4), the minimum wage per week of any employee shall be not 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.

(2) The employer shall not pay to an employee and no employee shall accept wages and/or earnings lower than those as stated against the classes set out hereunder:—

Drivers; conductors, other than learner conductors—

	Per Hour.
s. d.	s. d.
during the 1st year of service	1 9
during the 2nd year of service	1 10
during the 3rd year of service	1 11
during the 4th year of service	2 0
during the 5th year of service	2 1
during the 6th year of service	2 2
during the 7th year of service	2 3
thereafter	2 4

7. COST OF LIVING ALLOWANCE.

(1) In addition to the wages prescribed in this Agreement an employee shall be paid cost of living allowance as set out in War Measure No. 43 of 1942, as amended or as may be amended from time to time—such allowance shall be paid at the same time as the employee's ordinary weekly remuneration.

(2) The employer shall not cause or permit the remuneration of any employee who is in receipt of wages higher than those prescribed in this Agreement to be reduced or to dismiss any such employee and re-employ him at a reduced remuneration, or require or permit any employee to pay or re-pay to him the whole or any portion of any cost of living allowance payable, nor shall he do any act or cause or permit any act to be done as a direct result of which any employee is deprived of the benefit, or, any portion of the benefit of any such allowance.

"diensrooster", 'n rooster wat die roetes en tye aantoon wat deur voertuigbestuurders en kondukteurs in volgorde oor 'n tydperk van twee of meer weke gewerk moet word;

"voertuigbestuurder", die bestuurder van 'n padpassasiers-voertuig;

"leerling-kondukteur", 'n werknemer wat as kondukteur van 'n padpassasiersvoertuig onder die leiding en toesig van 'n kondukteur in dieselfde voertuig en op dieselfde tyd optree;

"betaalweek", die gereelde weeklikse tydperk van sewe dae ten opsigte waarvan lone elke week deur 'n werkgever betaal word;

"padpassasiersvervoernywerheid", of "nywerheid", die onderneming waarin werkgever en werknemer verbonde is vir die vervoer van 'n persoon of persone teen betaling oor enige openbare pad deur middel van voertuie (behalwe 'n voertuig onder beheer van die Suid-Afrikaanse Spoorweg- en Hawensadministrasie) ontwerp vir voortbeweging deur ander as menslike of dierlike krag en ontwerp vir die vervoer van meer as agt persone met inbegrip van die bestuurder van so 'n voertuig en dit sluit in persone wat werksaam is vir die onderhoud, skoonmaak, hernuwing, herstel, verandering of maak van voertuie wanneer daardie werk deur die eienaar daarvan uitgevoer word;

"padpassasiersvoertuig", elke voertuig (behalwe 'n voertuig onder beheer van die Suid-Afrikaanse Spoorweg- en Hawensadministrasie) ontwerp vir voortbeweging deur ander as menslike of dierlike krag en ontwerp vir vervoer van meer as agt persone met inbegrip van die bestuurder van so 'n voertuig;

"diens", die totale tydperk van die ononderbroke diens van 'n werknemer by die "Paarl Transport & Services (Pty), Ltd";

"werkdag", die tyd wat verloop tussen die aanvang en beëindiging van die werk op enige dag;

"uniform", kledingstukke wat bestaan uit tuniek, broek en pet;

"werktyd", die daaglikse tydperk gereken van die tyd waarop van die werknemer vereis word of hy volgens diensrooster verplig is, om op die voertuig te klim tot die tyd waarop hy dit verlaat, of alle tyd wat dit van hom vereis word om vir diens beskikbaar te wees;

(2) By die indeling van 'n werknemer vir die doeleindes van hierdie Ooreenkoms, word dit beskou dat hy behoort tot daardie klas waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. VAKVERENIGINGSLIDMAATSKAP.

Die werkgever mag nie 'n werknemer vir 'n tydperk van langer as een week in diens hê wat nie lid van die vakvereniging is nie.

5. DISCIPLINE EN KWALIFIKASIE.

(1) Die vakvereniging verbind hom tot samewerking met die werkgever om die handhawing van behoorlike dissipline onder sy lede wat in diens van die werkgever is, te verkry, en om laksheid nalatigheid, ongehoorsaamheid of verontagsaming van die munisipale regulasies of van die werkgever se regulasies te voorkom.

(2) Gevalle van verbreking van dissipline word deur die werkgever behandel, maar die personeelvertegenwoordiger kan by die oorweging van die saak teenwoordig wees indien die vakvereniging dit nodig ag.

6. LONE EN/OF VERDIENSTE.

(1) Behalwe soos by klousule 7 (3) en klousule 9 (4) bepaal, is die minimum weekloon van 'n werknemer minstens 48 maal sy uurloon, selfs as die werktyd van so 'n werknemer gedurende die week minder as 48 uur was.

(2) Geen laer lone en/of verdienste as dié wat teenoor die ondergenoemde klasse vermeld staan, mag deur die werkgever betaal of deur 'n werknemer aangeneem word nie:—

Voertuigbestuurders; kondukteurs (maar nie leerling-kondukteurs nie)—

	Per uur.
s. d.	s. d.
vir die 1ste jaar diens	1 9
vir die 2de jaar diens	1 10
vir die 3de jaar diens	1 11
vir die 4de jaar diens	2 0
vir die 5de jaar diens	2 1
vir die 6de jaar diens	2 2
vir die 7de jaar diens	2 3
Daarna	2 4

7. LEWENSKOSTETOELAES.

(1) Benewens die lone wat in hierdie Ooreenkoms voorgeskryf word, moet daar aan 'n werknemer lewenskostetoelae betaal word soos uiteengesit in Oorlogsmaatregel No. 43 van 1942, soos gewysig of soos dit van tyd tot tyd gewysig mag word. Dié toelae moet op dieselfde tyd as die werknemer se gewone weeklikse besoldiging betaal word.

(2) Die werkgever mag nie die besoldiging van 'n werknemer wat 'n hoër loon ontvang as dié wat in hierdie Ooreenkoms voorgeskryf word, verlaag of laat verlaag nie, of dié werknemer ontslaan en hom weer teen 'n laer besoldiging in diens neem nie, of van enige werknemer vereis of hom toelaat om aan hom die lewenskostetoelae wat betaalbaar is, geheel of gedeeltelik teurg te betaal nie, nóg enige daad verig of laat verrig waarvan, as 'n regstreekse gevolg, 'n werknemer die voordeel of 'n gedeelte van die voordeel van die toelae ontnem word nie.

(3) No employee shall be paid less than the cost of living allowance for a day if he has worked on that day, irrespective of the time worked, except, in the case of any failure on the part of the employee to fulfill the terms of his contract, a pro rata deduction from the cost of living allowance may be made in respect of the same period.

8. HOURS OF WORK, OVERTIME AND PAYMENT FOR OVERTIME.

(1) *Number of Work Days.*—An employee in each pay week shall be allowed not less than one day off duty, without remuneration.

(2) *Ordinary Hours of Work.*—When a driver or conductor 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 in any week shall be not less than 48.

(3) *Overtime, and Payment for Overtime.*—(a) A driver or conductor whose working time—

- (i) exceeds 48 hours in any one week; or
- (ii) exceeds nine hours in any one day; or
- (iii) when required to be available for duty on any day for a period exceeding 12 hours calculated from the time of commencing duty to the time of finally ceasing to work on that day;

shall be paid at the rate of one and one-half times his hourly wage for all excess time so worked.

(b) All overtime worked on different days in each pay week shall be totalled, and should the resulting total produce a part of half an hour, such part shall be calculated as half an hour, provided that where overtime calculated under any one of sub-clauses 3 (a) (i), 3 (a) (ii) or 3 (a) (iii) exceeds that calculated under any other of the said sub-clauses, payment shall be made on the basis of the former.

(c) A driver or conductor whose working time on any one day begins within eight hours of the termination of his working time on the previous day shall for all time worked within such eight hours be paid at the rate of double time; provided that a driver or conductor may one day in each alternate week recommence work not less than six hours after termination of his working time on the previous day, and be paid at the rate of ordinary time.

(d) A driver or conductor who works on the day which he is entitled to have off duty shall be paid at the rate of double time for all hours so worked; provided that in no case shall he receive less than eight hours' pay at double time.

(4) *Special Hire Trips.*—Notwithstanding anything contained in sub-section (1) of this clause, a driver may, if he so desires, be employed on his day off duty for the purpose of driving a bus for funeral or other special hire trips and shall be paid at the following rates:—

- (a) (i) Within the Paarl municipal area, 5s. per trip, provided the maximum time of such special hire trip does not exceed two hours, as calculated from the time of departure from, and return to, the bus depot.
- (ii) should the time exceed two hours, an additional amount of 2s. 6d. shall be paid for each hour or part of an hour in excess of two hours.
- (b) Within a radius of 15 miles from the Paarl town hall but outside the Paarl municipal area, 10s. per trip.
- (c) Exceeding a radius of 15 miles from the Paarl town hall, 20s. per trip.

For the purpose of this sub-clause a special hire trip commences from the time of departure from, and until the time of return to, the bus depot.

(5) *Paying-in Time Allowance.*—To the working time of a conductor shall be added 20 minutes per day as time allowance for paying-in time, drawing equipment etc., if such time is not included in his duty schedule.

(6) *Spell of Duty: Drivers and Conductors.*—(a) Any break in the spell of duty of less than 30 minutes in any one day shall be added to the working time.

(b) All straight or regular shifts shall provide for a meal break or rest period of not less than 15 minutes at any one time and in any one day.

(c) No broken shifts shall provide for more than 5½ hours continuous work without a meal break or rest period of not less than 15 minutes.

(d) No shift shall include more than two unpaid breaks.

(e) The breaks mentioned in (a), (b) and (c) of this sub-clause shall be calculated as part of the working hours for any one day.

9. PAYMENT OF WAGES AND/OR EARNINGS.

(1) (a) *Drivers and Conductors.*—All wages and earnings, and all remuneration due, shall be paid in cash weekly, or on termination of service if this takes place before the ordinary pay day of the employee.

(b) *Payment in Envelopes.*—Wages, earnings and all other remuneration due shall be handed to employees in sealed envelopes showing the employer's name, the employee's name, the number of hours worked, any deductions which may have been made, the amount enclosed and date of payment.

(2) *Board and Lodging and Purchase of Goods.*—No employee shall be required, as part of his contract of service, to board or lodge with the employer or at any place nominated by him, or to purchase any goods from him.

(3) Geen werknemer mag, ongeag die tyd wat gewerk is, minder as die lewenskostoelae vir 'n dag betaal word as hy op daardie dag gewerk het nie, behalwe in die geval van versuim aan die kant van die werknemer om die voorwaardes van sy kontrak na te kom, in welke geval 'n pro rata korting ten opsigte van dieselfde tydperk van die lewenskostoelae gemaak kan word.

8. WERKURE, OORTYDWERK EN BETALING VIR OORTYD.

(1) *Getal werkdae.*—'n Werknemer moet minstens een dag vryaf, sonder besoldiging, in elke betaalweek toegestaan word.

(2) *Gewone werkure.*—Wanneer 'n voertuigbestuurder of 'n kondukteur volgens die ure werk wat in 'n diensrooster aangewys word, word die getal werkure waarvoor dié werknemer elke week betaal moet word, bereken deur die totale getal ure wat volgens die diensrooster gewerk is, te deel met die getal weke daardeur gedek; bygesê dat die getal ure, aldus betaal, in 'n week minstens 48 moet wees.

(3) *Oortydwerk en betaling vir oortyd.*—(a) 'n Voertuigbestuurder of kondukteur wie se werktyd—

- (i) meer as 48 uur in 'n week is; of
- (ii) meer as 9 uur op 'n dag is; of
- (iii) wat gelas word om op enige dag vir diens beskikbaar te wees vir langer as 12 uur, bereken van die aanvang van die diens tyd af tot die tyd wanneer sy werk daardie dag eindig en ophou;

moet vir al die tyd wat aldus meer gewerk word, betaal word teen 'n skaal van anderhalfmaal sy uurloon.

(b) Alle oortyd wat op verskillende dae in elke werkweek gewerk word, moet as een totaal geneem word en as die totaal wat aldus verkry word op 'n gedeelte van 'n halfuur uitwerk, moet daardie gedeelte as 'n halfuur gereken word; met dien verstande dat wanneer oortyd bereken kragtens enigeen van subklousule (3) (a) (i), (3) (a) (ii) of (3) (a) (iii) meer is as dié soos bereken onder enige ander van die genoemde subklousules, die betaling op die basis van die eersgenoemde moet geskied;

(c) 'n Voertuigbestuurder of kondukteur wie se werktyd op 'n dag begin binne agt uur na beëindiging van sy werktyd op die vorige dag, moet vir alle tyd wat binne die genoemde agt uur gewerk word, teen die skaal van dubbel tyd betaal word; met dien verstande dat 'n voertuigbestuurder of kondukteur al om die ander week sy werk binne minstens ses uur na beëindiging van sy werk op die vorige dag kan hervat en teen die skaal van gewone tyd betaal word.

(d) 'n Voertuigbestuurder of kondukteur wat werk op die dag waarop hy reg het tot 'n dag vryaf, moet vir alle ure wat aldus gewerk word, betaal word teen die skaal van dubbel tyd; met dien verstande dat hy in geen geval minder as agt uur se betaling teen dubbel tyd moet ontvang.

(4) *Spesiale huurritte.*—Ondanks enige bepaling van subartikel (1) van hierdie klousule, kan 'n voertuigbestuurder, as hy dit verlang, op die dag wanneer hy van diens af is, in diens gestel word om 'n bus vir begrafnisritte of ander spesiale huurritte te bestuur en moet dan teen die volgende skale betaal word:—

- (a) (i) Binne die gebied van die munisipaliteit van Paarl, 5s. per rit, as die langste wat so 'n spesiale huurrit duur, hoogstens twee uur is, bereken van die tyd van vertrek van die busdepôt af tot die terugkoms daar.
- (ii) As die tyd langer as twee uur is, moet 'n addisionele bedrag van 2s. 6d. betaal word vir elke uur of deel daarvan wat dit meer as twee uur is.
- (b) Binne 'n radius van 15 myl van die stadsaal, Paarl, maar buitekant die gebied van die munisipaliteit van Paarl, 10s. per rit.
- (c) Buite 'n radius van 15 myl van die stadsaal, Paarl, 20s. per rit.

By die toepassing van hierdie subklousule word dit gereken dat 'n spesiale huurrit begin wanneer van die busdepôt vertrek word en eindig by die terugkoms daar.

(5) *Toelating van tyd vir inbetaling.*—Daar moet aan die werktyd van 'n kondukteur twintig minute per dag toegevoeg word as tyd wat toegelaat word om inbetalings te doen, uitrusting te ontvang, ens., as daar in sy diensrooster geen tyd daarvoor ingesluit is nie.

(6) *Diensbeurte; Voertuigbestuurders en kondukteurs.*—(a) Enige onderbreking van minder as 30 minute op 'n dag in 'n diensbeurt moet aan die werktyd toegevoeg word.

(b) Alle aaneenlopende of gereelde skofte moet voorsiening maak vir 'n etensonderbreking of rustyd van minstens 15 minute 'n enkele keer elke dag.

(c) Gebroke skofte mag nie voorsiening vir langer as 5½ uur aaneenlopende werk sonder 'n etensonderbreking of rustyd van minstens 15 minute maak nie.

(d) Geen skof mag meer as twee onbetaalde onderbrekings insluit nie.

(e) Die onderbrekings wat in (a), (b) en (c) van hierdie subklousule vermeld word, moet as deel van die werkure van 'n dag gereken word.

9. BETALING VAN LONE EN/OF VERDIENSTE.

(1) (a) *Bestuurders en kondukteurs.*—Alle lone en verdienste en alle ander besoldiging wat verskuldig is, moet weklêks of by beëindiging van diens, as dit voor die gewone betaaldag van die werknemer plaasvind, in kontant betaal word.

(b) *Geld in koevert.*—Lone, verdienste en alle ander besoldiging wat verskuldig is, moet aan werknemers oorhandig word in geslote koevert met vermelding daarop van die name van die werkgever en werknemer, getal ure wat gewerk is en bedrae wat afgetrek is, die bedrag ingeslote en datum van betaling.

(2) *Losies en inwoning en koop van goedere.*—Van geen werknemer kan vereis word om, as deel van sy dienskontrak, kos of huisvesting van sy werkgever, of by enige plek wat deur hom aangewys word, aan te neem of om goedere van hom te koop nie.

(3) *Premiums*.—No payment shall be made to, or accepted by, the employer in respect of the training of an employee.

(4) *Fines and Deductions*.—No fines shall be levied 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 an employee, 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 any employee who, through arriving late for duty on any day, misses his allotted shift for that day, 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.
- (b) With the written consent of the employee, deductions may be made for holiday, sick, insurance, provident, trade union or pension funds.
- (c) Any other deduction that may be mutually agreed in writing between the union, the employee and the employer.

10. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) Every employee shall be granted leave of absence in each year of service with the employer on the following basis:—

- (a) For the first and second year of service: Two consecutive calendar weeks with 12 days' full pay.
- (b) Thereafter: Two consecutive calendar weeks with 14 days' full pay.

(2) For the purpose of annual leave, the service of an employee shall be deemed to commence from the date on which such employee entered or enters the employ of the employer.

(3) The employer shall not make, and no employee shall accept, any payment in lieu of annual leave due or to become due to him.

(4) The employer shall fix the time when an employee's annual leave shall be granted, but if he shall not have granted to the employees the period of leave at an earlier date such leave shall be granted within three months after the termination of his year of employment.

(5) An employee who in any year is employed by the employer for more than two months but for less than twelve months shall, on termination of his service for each completed month of such service be paid in lieu of leave not less than his hourly wage for a day of eight working hours in respect of sub-clause 1 (a) of this clause; for one and a half days in respect of sub-clause 1 (b) of this clause.

(6) (a) Every employee whether called upon to work or not on New Year's Day, Good Friday, Dingaan's Day, or Christmas Day, shall be paid for each such day an amount of not less than the equivalent of eight hours' work at the hourly rate of wages prescribed in clause 6 for the class of work on which he is engaged.

(b) An employee who is required and does work on the days referred to in sub-clause 6 (a) of this clause shall, in addition to the pay provided in the said sub-clause be paid for the time so worked at his hourly rate of pay.

11. UNIFORMS.

Drivers and conductors shall be issued with uniforms on the following basis:—

- (1) (a) One uniform three months after entering the service of the employer;
- (b) one additional pair of trousers three months after the original uniform issue;
- (c) one uniform twelve months after the original uniform issue and every succeeding year thereafter.
- (2) All uniforms and trousers shall remain the property of the employer.

12. TERMINATION OF CONTRACT OF SERVICE.

(1) An employee or his employer shall give not less than one week's notice of his intention to terminate his contract of service, such notice to take effect from the ordinary pay day of the employee; provided that this shall not affect:—

- (a) the right of the employer or employee to terminate the contract of service without notice for any good cause recognised as sufficient by law;
- (b) any agreement between the employer and an employee which on both sides provides for a period of notice longer than one week.

(2) An employee whose period of service has not exceeded two weeks may terminate or have his service terminated without notice.

Signed at Cape Town on behalf of the parties this 4th day of September, 1951.

J. W. VAN COPPENHAGEN,
Chairman.

ALEX. K. COWIE,
Employer's Representative.

A. R. McLAUGHLIN,
Employees' Representative.

R. A. DELL,
Secretary.

Witnesses.
C. Taylor.
F. S. P. de Villiers.

(3) *Premies*.—Geen premie kan vir die opleiding van 'n werknemer bereken of aangeneem word nie.

(4) *Boetes en aftrekkings*.—Geen boetes kan van 'n werknemer gehê en geen kortings hoegenaamd kan van 'n werknemer se loon afgetrek word nie, behalwe die volgende:—

- (a) 'n Werknemer kan van die weekloon van 'n werknemer wat, behalwe op las van die werkgever, nie op 'n dag die hele werktijd wat vir hom op daardie dag aangewys is, werk nie, een uur se loon vir elke volle uur van daardie tyd wat nie gewerk word nie, aftrek; met dien verstande dat die werkgever van die weekloon van 'n werknemer wat op enige dag sy aangewese skof vir daardie dag mis deurdat hy te laat op diens gekom het, die verskil tussen sy loon en die voorgeskrewe uurloon vir die getal ure wat werklik gewerk is en vir die getal ure van daardie skof, kan aftrek.
- (b) Met skriftelike toestemming van die werknemer kan aftrekkings gemaak word vir verlof, siekte-, versekering-, voorsorg-, vakvereniging- of pensioenfondse.
- (c) Elke ander aftrekking waarvoor onderling skriftelik tussen die betrokke vakvereniging, werknemer en werkgever ooreengekom word.

10. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) Elke werknemer moet afwesigheidsverlof in elke diensjaar by dieselfde werkgever met volle betaling op die volgende grondslag toegestaan word:—

- (a) Vir die eerste en tweede diensjaar: Twee agtereenvolgende kalenderweke met 12 dae se volle betaling;
- (b) Daarna: Twee agtereenvolgende kalenderweke met 14 dae se volle betaling.

(2) Vir die doeleindes van jaarlikse verlof, word dit gereken dat 'n werknemer se diens begin op die datum waarop daardie werknemer by sy werkgever in diens gekom het of kom.

(3) Geen betaling in plaas van jaarlikse verlof wat aan 'n werknemer verskuldig is of verskuldig word, mag deur 'n werknemer betaal of deur 'n werknemer aangeneem word nie.

(4) Die werkgever moet die tyd vasstel waarop 'n werknemer se jaarlikse verlof toegestaan sal word, maar wanneer hy nie die tydperk van verlof op 'n vroeër datum aan die werknemer toegestaan het nie, moet daardie verlof binne drie maande na beëindiging van sy diensjaar toegestaan word.

(5) 'n Werknemer wat langer as twee maande, maar minder as twaalf maande in 'n jaar by die werkgever in diens was, moet, by beëindiging van sy diens, vir elke voltooide maand diens, in plaas van verlof minstens sy uurloon vir 'n dag van agt werkbare tye opsigte van subklousule (1) (a) van hierdie klousule, betaal word; vir anderhalf dag ten opsigte van subklousule (1) (b) van hierdie klousule.

(6) (a) Elke werknemer, hetsy dit van hom vereis word om op Nuwejaarsdag, Goede-Vrydag, Dingaansdag, of Kersdag te werk of nie, moet elkeen van daardie dae 'n bedrag betaal word van minstens die ekwivalent van agt uur teen die uurloon wat in klousule 7 vir die klas werk wat deur hom verrig word, voorgeskryf word.

(b) 'n Werknemer van wie dit vereis word om op die dae wat in subklousule (6) (a) van hierdie klousule genoem word, te werk en op dié dae werk, moet bo en behalwe die loon bepaal in die genoemde klousule, teen sy uurloon betaal word vir die tyd wat aldus gewerk word.

11. UNIFORMS.

Aan bestuurders en kondukteurs moet uniforms op onderstaande grondslag uitgereik word:—

- (1) (a) Een uniform drie maande na toetreding tot die werkgever se diens;
- (b) Een ekstra broek drie maande na die eerste uitreiking van uniforms;
- (c) Een uniform twaalf maande na die oorspronklike uitreiking van uniforms en elke daarop volgende jaar daarna.
- (2) Alle uniforms bly die eiendom van die werkgever.

12. DIENSBEÏNDIGING.

(1) 'n Werknemer of sy werkgever moet minstens een week diensopsegging gee en daardie diensopsegging gaan in op die gewone betaaldag van die werknemer. Hierdie artikel maak nie inbreuk op onderstaande nie:—

- (a) 'n Werkgever of 'n werknemer se reg om die dienskontrak sonder opsegging te beëindig weens 'n oorsaak wat wetlik as voldoende erken word;
- (b) 'n ooreenkoms tussen werkgever en 'n werknemer wat voorsiening aan albei kante vir 'n langer termyn van diensopsegging as een week maak.

(2) 'n Werknemer wat hoogstens twee weke in diens was, kan sy diens sonder opsegging beëindig of sonder opsegging ontslaan word.

Namens die partye hede, die 4de dag van September 1951 in Kaapland onderteken.

J. W. VAN COPPENHAGEN,
Voorsitter.

ALEX. K. COWIE,
Werkgever se Verteenwoordiger.

A. R. McLAUGHLIN,
Werknemers se Verteenwoordiger.

R. A. DELL,
Sekretaris.

Getuies.
C. Taylor.
F. S. P. de Villiers.