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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. 1347.]

[13 June 1952.]

INDUSTRIAL CONCILIATION ACT, 1937.

ROAD PASSENGER TRANSPORT INDUSTRY, CAPE.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, 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 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 3 to 4 (c) (inclusive) and 6 to 15 (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 and Bellville; 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 and Bellville, 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 3 to 4 (c) (inclusive) and 6 to 15 (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.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1347.]

[13 Junie 1952.]

NYWERHEID-VERSOENINGSWET, 1937.

PADPASSASIEVERVOERNYWERHEID, 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 hiertoe verskyn en op die Padpassasievervoer-nywerheid 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 vir die werkgewersorganisasie en die vakvereniging wat genoemde ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 4 (c) en 6 tot en met 15 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 vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte die Kaap, Wynberg, Simonstad en Bellville; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 4 (c) en 6 tot en met 15 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 in die magistraatsdistrikte die Kaap, Wynberg, Simonstad en Bellville, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid, wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van die genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

INDUSTRIAL COUNCIL FOR THE ROAD PASSENGER TRANSPORT INDUSTRY (CAPE).

AGREEMENT

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

Road Passenger Transport Employers' Association (Cape), (hereinafter referred to as "the Employers" or "the Employers' Organisation"), of the one part, and

Tramway & Omnibus Workers' Union (Cape), (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 (Cape).

1. SCOPE AND APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by members of the Employers' Organisation and the Trade Union engaged in the Road Passenger Transport Industry in the Magisterial Districts of the Cape, Wynberg, Simonstown and Bellville.

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 three years, 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 the conductor of a Road Passenger Transport vehicle;
- "Council" means the Industrial Council for the Road Passenger Transport Industry (Cape) registered in terms of section two (4) of the Act;
- "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;
- "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 the driver of a road passenger transport vehicle, or tower wagon;
- "duty vehicle driver" means a shed employee, who apart from his normal duties, is required to drive a vehicle used for the purpose of transporting employees to and from work.

Shed Employee—Grade A.

- (1) "Coach Painter and Signwriter" shall mean a shed employee who is engaged for the purpose of performing, and who is employed in the performance of, work under any one, or more, of the following categories:—

"Setting out and writing advertisement copy, letters and numerals on vehicles; the preparation of painting materials for application; the application, by brush or spray gun, undercoats, finishing coats of colour or varnish on all parts of vehicles other than interior of driver's cabins and saloons, wheels, dog rails, bumpers, rear platforms, stairways and roofs."

The excepted operations are such as are specifically included under Grade B1.

- (2) "Upholsterer and Trimmer" shall mean a shed employee who is engaged for the purpose of performing, and who is employed in the performance of, work under any one, or more, of the following categories:—

"Setting out, cutting, sewing (by hand or machine), or attaching by adhesives, all classes of upholstering materials, repairing and constructing seat back fillings of all types."

Shed Employee—Grade B.

Grade B.1 shall mean any shed employee who performs any one or more of the following operations:—

"Repairing radiators, relining brake shoes or clutches, removing and refitting of tyres and tubes to wheel rims, attending to vehicle break-downs on unsupervised shifts, assisting overhead line-men in the maintenance and repair of overhead equipment, maintaining and repairing trolley gear and applying paint to the following parts of vehicles:—

Interior of driver's cabin and saloons, wheels, dog-rails, bumpers, rear platforms, stairways and roofs, checking time sheets and in charge of departmental stores, polishing by machine, repairing windscreen wipers."

NYWERHEIDSRaad VIR DIE PADPASSASIEERSVERVOERNYWERHEID (KAAP).

OOREENKOMS

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

„Road Passenger Transport Employers' Association (Cape)" (hierna die „werkgewers" of die „werkgewersorganisasie" genoem) aan die een kant, en die

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

wat die partye is by die Nywerheidsraad vir die Padpassasiersvervoer nywerheid (Kaap).

1. BESTEK EN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur lede van die werkgewersorganisasie en van die vakvereniging wat die Padpassasiersnywerheid uitoefen in die magistraatsdistrikte die Kaap, Wynberg, Simonstad en Bellville.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

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

3. WOORDEBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet bepaal is, het dieselfde betekenis as in daardie Wet, elke verwysing na die Wet sluit elke wysiging van sodanige wet in en, tensy die teenoorgestelde 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", die kondukteur van 'n padpassasiersvoertuig;
- „Raad", die Nywerheidsraad vir die Padpassasiersnywerheid (Kaap) geregistreer kragtens artikel twee (4) van die Wet;
- „dag", wanneer gebesig met betrekking tot die werktijd 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;
- „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;
- „bestuurder", die bestuurder van 'n padpassasiersvoertrig of toringwa;
- „diensvoertuigbestuurder", 'n loodswerknemer van wie, afgesien van sy gewone werksaamhede, vereis word om 'n voertuig te bestuur wat gebruik word vir die doel van vervoer van werknemers na en van hul werk.

Loodswerknemer—Graad A.

- (1) „Voertuigskilder en letterskilder" beteken 'n loodswerknemer wat in diens geneem is en werksaam is met die doel om werk onder engeen of meer van ondergenoemde klasse te verrig:—

„Uitsit en skilder van advertensiekopie, letters en syfers op voertuie. Schildersmateriaal berei vir aanwending, aanwending van grondverf, laaste lae van kleur of vernis met kwas of spuit op alle dele van voertuie, behalwe die binnekant van bestuurderskappe en salons, wiele, honderelings, buffers, agterplatforms, trappe en dakke."

Die werksaamhede wat uitgesluit is, is daardie wat spesifiek onder Graad B.1 ingesluit is.

- (2) „Bekleër en afwerker" beteken 'n loodswerknemer wat in diens geneem is en werksaam is met die doel om werk onder engeen of meer van ondergenoemde klasse te verrig:—

„Alle soorte bekledingsmateriaal uitsit, sny, met die hand of masjien stik, met kleefstowwe vasmaak, en alle soorte sitting- en sittingleuningsopvulsels herstel en maak."

Loodswerknemer—Graad B.

Graad B.1 beteken elke loodswerknemer wat een of meer van die volgende werksaamhede verrig:—

„Verkoelers herstel, remskoene of koppelaars opnuut bekleë, buite- en binnebande van wiele afhaal en weer aansit, voertuie, wat onklaar geraak het, regmaak op skofte sonder toetsig, luglynwerkers help by die onderhoud en herstel van luglynuitrusting, trollie-uitrusting onderhou en herstel en skilder van die volgende dele van voertuie:—

Binnekant van bestuurderskappe en salonne, wiele, honderelings, buffers, agterplatforme, trappe, dakke, tydstate nasien en verantwoordelik vir departementele voorrade wees, met masjien poleer, windskermveers heel- en maak."

Grade B.2 shall mean any shed employee who performs any one or more of the following operations:—

"Filling, removing or replacing batteries, removing and replacing windscreen wipers, cleaning, dusting and inspecting motors and control equipment, refuelling vehicles, driving light vans and cars, checking time sheets, greasing overhead lines, blacksmith's striking, lino repairing, changing defective and unsuitable vehicles on road, degreasing chassis and parts by steam jenny, repairing hydraulic jacks, motor mechanic's labourer who is required by his employer to be in possession of driver's licence, holding up dolly for riveter applying steel rivets on overhaul of metal framed bodies."

Grade B.3 shall mean any shed employee who performs any one or more of the following operations:—

"Shunting of vehicles, greasing vehicles, vans, trucks and cars, inflating tyres, cleaning and degreasing chassis and parts by solvents, striking and cutting iron with hacksaw after iron has been marked out by journeyman or apprentice, rough cutting and punching of sheet iron by hand under direction of a journeyman or apprentice, dismantling and re-assembling of bumpers, loosen and/or tighten "U" bolt nuts of springs under the direction of a journeyman, holding and carrying wood for a machinist, dismantling radiators, tightening of body bolts, changing of wheels, motor mechanics labourer."

Grade B.4 shall mean any shed employee who performs any one or more of the following operations:—

"Teasing coir and horse hair, holding up work for sheet metal worker and panel beater, sand papering, rubbing down of filling primer and putty masking, cleaning, compounding and polishing parts of vehicles, implements, tools or machinery, stripping paint and applying anti-corrosive coatings."

Shed Employee—Grade C.

"Grade C" shall mean any shed employee engaged in washing cleaning and dusting vehicles, or premises, or any other employee not otherwise specified in this Agreement;

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

"Road Passenger Transport Industry" or "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 South African Railways and Harbours 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—

- (a) any overhead lines, and
- (b) vehicles;

when such work is undertaken by the owner thereof;

"road passenger transport vehicle" means any vehicle (other than a vehicle controlled by the South African Railways and Harbours 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 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" means any employee other than an inspector, despatcher, driver, conductor, clerical or administrative employee;

"shed employee on the running staff" means any shunter, washer, trolleyheadman, tyreman, labourer or other shed employee whose duties are normally performed at a depot in which vehicles are housed;

"shed employee on the maintenance staff" means any shed employee whose duties are normally performed in a workshop;

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

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

"working time" in relation to a driver or conductor shall mean the period reckoned each day from the time such employee is required or scheduled to board a vehicle to the time when he leaves it or any time during which he is required to be available for duty;

"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;

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.

Graad B.2 beteken elke loodswerknemer wat een of meer van die volgende werksaamhede verrig:—

„Batterie vul, verwyder of vervang, windskermveërs terugsit en verwyder, motors en kontrole-uitrusting skoonmaak, afstof en nasien, brandstof in voertuie ingooi, ligte afleeringswaens en motorkarre bestuur, tydstaats nasien, luglyne smeer, voorslaan vir grofsmid, lyne herstel, defekte en ongeskikte voertuie op die pad omruil, ghries van onderstel en onderdele met stoommasjien verwyder, hidrouliese domkragte heelmaak, motorwerktuigkundige se arbeider wat deur sy werkgewer verplig word om 'n ry-permit te besit, sethamer ophou vir klinknaelsaansitter wat staalklinknaels aansit by nasien van metaalaambakke."

Graad B.3 beteken elke loodswerknemer wat een of meer van die volgende werksaamhede verrig:—

„Rangeer van voertuie, smeer van voertuie, hulpwaens, trokke en karre, bande oppomp, onderstel en onderdele skoonmaak en vetvry maak met oplosmiddels, yster smee en saag met ystersaag na dit deur vakman of vakleerling afgemerk is, ru-saag en deurslaan van ysterplate met die hand op aanwysing van 'n vakman of vakleerling, demonteer en monteer van buffers, losdraai en/of vasdraai van U-boutmoere of aanwysing van 'n vakman, hout vashou en dra vir 'n masjinis, demonteer van verkoelers, vasdraai van bakboute, wiele omruil, motorwerktuigkundige se arbeider."

Graad B.4 beteken elke loodswerker wat een of meer van die volgende werksaamhede verrig:—

„Klapperhaar en perdehaar uitpluis, werkstuk in posisie hou vir 'n metaalplaatwerker en paneelwerker, skuurpapierbewerking, gladskuur van opvuller en stopverf, maskeer, skoonmaak, vermeng en poleer van onderdele van voertuie, werktuie, gereedskap of masjinerie skoonmaak, verf afskraap en roeswerende lae aansit."

Loodswerknemer—Graad C.

„Graad C" beteken elke loodswerknemer wat voertuie of persele was, skoonmaak en afstof, of elke ander werknemer wat nie elders in hierdie Ooreenkoms gespesifiseer word nie;

„betaalweek", die weeklikse herhaaldelike tydperk van sewe dae waarvoor elke week deur 'n werkgewer lone betaal word;

„Padpassasiersvervoernywerheid", of „Nywerheid", die onderneming waarin werkgewer en werknemer verbonde is vir die vervoer teen betaling oor enige openbare pad van enige persoon of persone 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 sodanige voertuig en sluit in persone wat werksaam is vir die onderhoud, skoonmaak, hernuwing, herstel, verandering, of maak van—

- (a) enige luglyne, en
- (b) 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 sodanige voertuig;

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

„loodswerknemer", elke werknemer, behalwe 'n inspekteur, afsender, voertuigbestuurder, kondukteur, klerklike of administratiewe werknemer;

„loodswerknemer by die vervoerpersoneel", elke rangeerder, wasser, trolliekopwerker, bandewerker, arbeider, of ander loodswerknemer, wie se werk gewoonlik verrig word in 'n depôt waarin voertuie onder dak gebring word;

„loodswerknemer by die onderhoudpersoneel", elke loodswerker wie se werk gewoonlik in 'n werkwinkel verrig word;

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

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

„werktyd", met betrekking tot 'n bestuurder of kondukteur, die daaglikse tydperk gereken van die tyd waarop van sodanige werknemer vereis word, of hy volgens diensrooster verplig is, om op die voertuig te klim tot die tyd waarop hy dit vir daardie dag verlaat, of alle tyd wat van hom vereis word om vir diens beskikbaar te wees;

„werktyd", met betrekking tot 'n loodswerknemer, alle tyd wat deur die werkgewer van die werknemer vereis word om vir diens beskikbaar te wees;

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. ADMINISTRATION OF AGREEMENT.

(a) 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.

(b) Exemptions.

(1) The Council may on application by any person employed or engaged in the industry grant exemption from any of the provisions of this Agreement in respect of—

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

provided that no exemption from the provisions of sub-clause (8) of Clause 10 of this Agreement shall be granted in respect of any female employee, who is an employee in terms of the Factories, Machinery and Building Work Act, 1941, and who is employed in manual work, except for the purpose of performing work which is necessitated by an emergency.

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

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

under and during which 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, P.O. Box 872, Cape Town.

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

(c) Expenses of the Council.

(1) For the purpose of meeting the expenses of the Council each employer shall deduct 3d. per week from the wages of each of his employees for whom a wage of 2s. (two shillings) or more per hour is prescribed in Clause 7 of this Agreement, and 1d. per week from the wages of each of his other employees for whom wages of less than 2s. per hour are so prescribed. To the amount so deducted the employer shall add an equal amount.

(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 at 24 Wale Street, Cape Town, on or before the 15th day of each month.

(d) Agents.

The Council shall appoint persons as agents to assist in giving effect to the terms of this Agreement. An agent may enter any establishment and may question any employer or employee and inspect the records of wages paid and payments made for over-time, and time worked, for the purpose of ascertaining whether the terms of this Agreement are being observed.

(e) Trade Union's Representatives on the Council.

An employer shall render 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.

5. TRADE UNION MEMBERSHIP.

No employer shall employ for a period of longer than one week any employee who is not a member of the trade union; provided that this clause shall not apply—

- (a) when an employee is a member of the Amalgamated Engineering Union or Amalgamated Society of Woodworkers, or such other trade union as the Council may approve;
- (b) when, in the opinion of the Council membership of the Union has been refused without good or sufficient cause and the applicant for membership to the Union has notified the Council within thirty days of such refusal;
- (c) 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 commencement of his employment in the industry refused any invitation from the Trade Union concerned to become a member of it, the provisions of this section shall immediately come into operation, and the employer of such immigrant shall not continue to employ him for a period of more than one week, reckoned from the date of such refusal.

6. RESTRICTION ON EMPLOYMENT.

(a) No person under the age of sixteen years shall be engaged as a shed employee.

(b) No person—

- (i) under the age of 21 years shall be engaged as a driver;
- (ii) under the age of 19 years shall be engaged as a conductor.

(c) No person who, prior to the date on which this Agreement shall have come into operation, was not employed in the Road Passenger Transport Industry in the Magisterial Districts of the Cape, Wynberg, Bellville or Simonstown, shall be engaged as a coach painter and signwriter or as an upholsterer and trimmer or permitted to perform any of the categories of work set forth under the definitions of a coach painter and signwriter and of an upholsterer and trimmer as contained in clause 3 of this Agreement, unless he is in possession of credentials in terms of the Apprenticeship Act.

4. TOEPASSING VAN OOREENKOMS.

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

(b) Vrystellings.

(1) Die Raad kan, op aansoek van enige persoon wat by die Nywerheid in diens is, vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen ten opsigte van—

- (a) enige werkgewer,
- (b) enige werknemer,

met dien verstande dat geen vrystelling van die bepalings van subklousule (8) van klousule 10 van hierdie Ooreenkoms verleen mag word ten opsigte van 'n vroulike werknemer wat 'n werknemer kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, is nie, en wat handarbeid verrig, behalwe vir die doel om werk te doen wat nodig is as gevolg van 'n noodgeval.

(2) Die Raad het die bevoegdheid van vasstelling van—

- (a) die voorwaardes, en
- (b) die termyn

waarop en waarvoor sodanige vrystellings verleen kan word.

(3) 'n Vrystellingsertifikaat wat deur die Sekretaris van die Raad onderteken is, moet aan elke sodanige persoon uitgereik word en 'n afskrif daarvan moet aan die Afdelingsinspekteur, Departement van Arbeid, Posbus 872, Kaapstad, gestuur word.

(4) Die Raad kan d't te eniger tyd gedurende die tydperk waarvoor die vrystellingsertifikaat toegestaan is, wysig of herroep.

(c) Uitgawes van die Raad.

(1) Om te voorsien in die uitgawes van die Raad, moet elke werkgewer 3d. per week aftrek van die loon van elkeen van sy werknemers vir wie 'n loon van 2s. (twee shillings) of meer per uur voorgeskryf word in klousule 7 van hierdie Ooreenkoms en 1d. per week van die loon van elkeen van sy ander werknemers vir wie 'n loon van minder as 2s. per uur aldus voorgeskryf word. By die bedrag wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag voeg.

(2) Al die bedrae wat kragtens die bepalings van subklousule (1) van hierdie klousule ingevorder word, tesame met 'n staat wat die getal werknemers wat in diens is, aantoon, moet op of voor die 15de dag van elke maand aan die Sekretaris van die Raad, Walestraat 24, gestuur word.

(d) Agente.

Die Raad moet persone aanstel as agente om te help by die toepassing van die bepalings van hierdie Ooreenkoms. 'n Agent kan elke inrigting betree en elke werkgewer of werknemer ondervra en die aantekeninge van lone wat betaal is en betalings wat vir oortyd gedoen is en die tyd wat gewerk is, inspekteer met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

(e) Vakverenigingvertegenwoordigers op die Raad.

'n Werkgewer moet aan elkeen van sy werknemers wat verteenwoordigers in die Raad is, alle redelike geleentheid verskaf om hul pligte in verband met die Raad se werk na te kom.

5. VAKVERENIGINGSLIDMAATSKAP.

Geen werkgewer mag vir langer as een week 'n werknemer in diens hê wat nie lid van die vakvereniging is nie; met dien verstande dat hierdie klousule nie van toepassing is nie—

- (a) wanneer 'n werknemer lid is van die Amalgamated Engineering Union, of Amalgamated Society of Woodworkers, of van sodanige vakvereniging wat deur die Raad goedgekeur word;
- (b) wanneer, na die mening van die Raad, lidmaatskap van die vakvereniging sonder goeie of voldoende rede geweier is en die applikant om lidmaatskap van die vakvereniging die Raad binne dertig dae van sodanige weiering in kennis stel;
- (c) op 'n immigrant gedurende die eerste jaar van sy binnekoms in die Unie van Suid-Afrika; met dien verstande dat as die immigrant te eniger tyd na die eerste drie maande wat hy in die Nywerheid in diens gekom het, weer om op versoek van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie artikel onmiddellik van toepassing word.

6. BEPERKINGS OP INDIENSNEMING.

(a) Niemand onder die ouderdom van 16 jaar mag as 'n loodswerknemer in diens geneem word nie.

(b) Niemand—

- (i) onder die ouderdom van 21 jaar mag as 'n bestuurder in diens geneem word nie;
- (ii) onder die ouderdom van 19 jaar mag as 'n kondukteur in diens geneem word nie.

(c) Niemand wat voor die datum waarop hierdie Ooreenkoms in werking tree, nie in diens in die Padpassasiersvervoernywerheid in die magistraatsdistrikte die Kaap, Wynberg, Bellville of Simonstad was nie, mag in diens geneem word as voertuigskilder en letterskilder of as 'n bekleër en afwerker of toegelaat word om enigeen van die klasse werk te doen wat genoem word in die woordbepaling van rytuigskilder en letterskilder of van bekleër en afwerker soos vervat in klousule 3 van hierdie Ooreenkoms, tensy hy in besit is van bewysstukke ingevolge die Wet op Vakleerlinge.

7. WAGES AND/OR EARNINGS.

(1) Subject to any deduction authorised by clause 11 of this Agreement the minimum wage per week of any employee shall not be less than 44 times his hourly rate even though the working time of such employee in such week may have been less than 44 hours.

(2) An employee who is employed on piece-work shall be paid the full amount earned by him at the piece-work rates under which he is working, but in no case shall he, whether he shall have earned so much or not, be paid less than the minimum wage prescribed for a time worker doing the same class of work for the time worked.

(3) No employer shall pay to employees and no employee shall accept wages and/or earnings lower than those stated against classes set out below:—

	Per Hour.
	s. d.
(a) (1) Drivers:	
For the first year of service	2 5
For the second year of service	2 7
For the third year of service	2 10
For the fourth year of service	2 11
For the fifth year of service	3 0
For the sixth to tenth year inclusive	3 3
For the eleventh year and thereafter	3 7

(2) Conductors:

For the first year of service	2 4
For the second year of service	2 6
For the third year of service	2 9
For the fourth year of service	2 11
For the fifth year of service	3 0
For the sixth to tenth year inclusive	3 3
For the eleventh year and thereafter	3 7

The rates specified in section (b) and in section (c), (1), (2), (3), (4), (5) and (6) will be increased by 2d. per hour in respect of employees who have completed 15 years of service with the same employer, and by 3d. per hour in respect of employees who have completed 20 years' service with the same employer.

	Per Hour.
	s. d.
(b) Duty vehicle driver	2 5
(c) (1) Shed employee grade A	3 9
(2) Shed employee grade B.1:	
For the first year of service	1 10
For the second year of service	2 0
For the third year of service	2 1
Thereafter	2 2
(3) Shed employee in grade B.2:	
For the first year of service	1 7
For the second year of service	1 9
For the third year of service	1 10
Thereafter	1 11
(4) Shed employee in grade B.3:	
For the first year of service	1 5
For the second year of service	1 7
For the third year of service	1 8
Thereafter	1 9
(5) Shed employee in grade B.4:	
For the first year of service	1 3
For the second year of service	1 5
For the third year of service	1 6
For the fourth year of service	1 7
Thereafter	1 8
(6) Shed employee in grade C:	
For the first year of service	1 2
For the second year of service	1 4
For the third year of service	1 5
For the fourth year of service	1 6
Thereafter	1 7
(7) A shed employee who is required or allowed 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 rates 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.	

8. COST OF LIVING ALLOWANCES.

(a) In addition to the rates of wages specified in this Agreement, a cost of living allowance on the following basis shall be paid to each employee:—

An employee whose basic wage is an amount—	
A. Not exceeding £3 per week	£ s. d. 1 16 0 (7d.)
B. Exceeding £3, but not exceeding £3. 10s. per week	2 2 0 (8d.)
C. Exceeding £3. 10s., but not exceeding £4 per week	2 8 0 (9d.)
D. Exceeding £4, but not exceeding £4. 10s. per week	2 14 0 (10d.)
E. Exceeding £4. 10s., but not exceeding £4. 18s. per week	3 0 0 (11d.)
F. Exceeding £4. 18s. per week	3 6 0 (1s.)

7. LONE EN/OF VERDIENSTE.

(1) Behoudens enige aftrekking wat by klousule 11 van hierdie Ooreenkoms gemagtig word, is die minimum loon per week van enige werknemer minstens 44 maal sy uurloon, selfs as die werktid van sodanige werknemer in sodanige week minder as 44 uur was.

(2) 'n Werknemer wat stukwerk verrig, moet betaal word teen die volle bedrag wat deur hom verdien word onder d'e stukwerkskale waarteen hy werk, maar in geen geval mag hy vir die tyd wat gewerk is, minder as die minimum loon soos voorgeskryf vir 'n tydwerker wat dieselfde werk verrig, betaal word, of hy soveel verdien het of nie.

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

	Per uur.
	s. d.
(a) (1) Bestuurders:	
Vir die eerste jaar diens	2 5
Vir die tweede jaar diens	2 7
Vir die derde jaar diens	2 10
Vir die vierde jaar diens	2 11
Vir die vyfde jaar diens	3 0
Vir die sesde tot en met die tiende jaar diens	3 3
Vir die elfde jaar en daarna	3 7

(2) Kondukteurs:

Vir die eerste jaar diens	2 4
Vir die tweede jaar diens	2 6
Vir die derde jaar diens	2 9
Vir die vierde jaar diens	2 11
Vir die vyfde jaar diens	3 0
Vir die sesde tot en met die tiende jaar diens	3 3
Vir die elfde en daarna	3 7

Die skale gespesifiseer in artikels (b), (c) (1) (2), (3), (4), (5) en (6) word met 2d. per uur verhoog vir werknemers wat 15 jaar diens by dieselfde werkgewer voltooi het en met 3d. per uur vir werknemers wat 20 jaar diens by dieselfde werkgewer voltooi het.

	Per uur.
	s. d.
(b) Diensvoertuigbestuurder	2 5
(c) (1) Loodswerknemer graad A	3 9
(2) Loodswerknemer graad B.1:	
Vir die eerste jaar diens	1 10
Vir die tweede jaar diens	2 0
Vir die derde jaar diens	2 1
Daarna	2 2
(3) Loodswerknemer graad B.2:	
Vir die eerste jaar diens	1 7
Vir die tweede jaar diens	1 9
Vir die derde jaar diens	1 10
Daarna	1 11
(4) Loodswerknemer graad B.3:	
Vir die eerste jaar diens	1 5
Vir die tweede jaar diens	1 7
Vir die derde jaar diens	1 8
Daarna	1 9
(5) Loodswerknemer graad B.4:	
Vir die eerste jaar diens	1 3
Vir die tweede jaar diens	1 5
Vir die derde jaar diens	1 6
Vir die vierde jaar diens	1 7
Daarna	1 8
(6) Loodswerknemer graad C:	
Vir die eerste jaar diens	1 2
Vir die tweede jaar diens	1 4
Vir die derde jaar diens	1 5
Vir die vierde jaar diens	1 6
Daarna	1 7
(7) 'n Loodswerknemer van wie vereis of wat toegelaat word om twee of meer klasse werk te verrig waarvoor verskillende loonskale voorgeskryf word, moet vir die tyd wat in elkeen van daardie klasse gewerk word, betaal word teen minstens die tydskaal wat op die klas werk wat verrig word van toepassing is, met dien verstande dat in geen geval sodanige werknemer teen 'n laer skaal as wat vir die werk waarvoor hy in diens geneem is, betaal mag word nie.	

8. LEWENSKOSTETOELAES.

(a) Bo en behalwe die skale wat in hierdie Ooreenkoms gespesifiseer word, moet aan elke werknemer 'n lewenskostetoelaes op die volgende basis betaal word:—

'n Werknemer wie se basisloon soos volg is:—	
A. Hoogstens £3 per week	£ s. d. 1 16 0 (7d.)
B. Meer as £3 maar nie meer as £3. 10s. per week nie	2 2 0 (8d.)
C. Meer as £3. 10s. maar nie meer as £4 per week nie	2 8 0 (9d.)
D. Meer as £4 maar nie meer as £4. 10s. per week nie	2 14 0 (10d.)
E. Meer as £4. 10s. maar nie meer as £4. 18s. per week nie	3 0 0 (11d.)
F. Meer as £4. 18s. per week	3 6 0 (1s.)

The allowances set out above are based upon the cost of living index for the weighted average of the nine principal urban areas issued by the Department of Census and Statistics, Pretoria, and will be increased or decreased by the amount shown in brackets in the right hand column for each completed 10 points variation in the index figure above or below 1720.

Any adjustment in the rate of cost of living allowance consequent upon a variation of the index shall be effected as from the first pay day in the month following publication of the *Monthly Bulletin of Statistics* reflecting such variation.

(b) No employer shall cause or permit the remuneration of any employee who is in receipt of wages higher than those prescribed in this Agreement to be reduced, or dismiss any such employee and re-employ him at a reduced remuneration, or require or permit any employee to pay or repay the whole or any portion of the 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.

(c) 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 any employee to fulfil the terms of his contract, a pro rata deduction from the cost of living allowance may be made for the number of hours for which such employee has been absent from duty by reason of such failure.

9. WAR MEASURE NO. 43 OF 1942 AS AMENDED.

The cost of living allowance provided for herein shall include any allowance payable to the employee concerned under War Measure No. 43 of 1942, as amended from time to time, provided that where the allowance prescribed in this Agreement is less than that payable to the employees concerned under the said War Measure, it shall be increased so as to be not less than that of the allowance prescribed in the War Measure.

10. HOURS OF WORK AND OVERTIME.

(1) An employee in each pay week shall be allowed not less than one day off duty.

(2) No duty schedule shall provide for less than 40 or more than 46 hours of work per week.

(3) 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 not be less than 44.

(4) Subject to the provisions of sub-clauses (3), (5), (6) and (7) of this clause, a driver or a conductor whose working time in any week exceeds 44 hours but does not exceed 46 hours shall for such working time be paid at not less than his hourly wage for each hour so worked.

(5) (a) A driver or conductor whose working time—

- (i) exceeds 46 hours in any one week, or
- (ii) exceeds 8½ hours in any one day, or
- (iii) exceeds the provisions for spread-over contained in sub-clause 6 hereof,

shall be paid at the rate of one and a 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 an hour, such part shall be calculated as one hour; provided that where overtime calculated under any one of paragraphs (a) (i), (ii) or (iii) exceeds that calculated under any other of the said paragraphs, payment shall be made on the basis of the former and provided further that the overtime worked in any week by any driver or conductor shall not exceed 12 hours unless the state of emergency which would involve an interruption in the scheduled service shall require the working of overtime by any driver or conductor in excess of this limitation. Any such excess overtime shall be reported by the agent of the Council at its next meeting.

(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 on 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 seven hours twenty minutes pay at double time.

(e) (i) A shed employee on the running staff who works on the day which he is entitled to have off duty, shall be paid not less than double the remuneration payable in respect of the period ordinarily worked by him on a day other than the day which he is entitled to have off duty and for each hour or part of an hour worked on such day in excess of the ordinary working hours of a day shall be paid in addition at double time.

Die toelae soos hierbo uiteengesit, berus op die lewenskoste-indeks vir die beswaarde gemiddelde van die nege vernaamste stedelike gebiede soos gepubliseer deur die Departement van Sensus en Statistieke, Pretoria, en moet met die bedrag wat tussen hakies in die regterkolom gewys word, verhoog of verlaag word vir elke 10 punte verskil in die indekssyfer bo of onder 1720.

Elke aanpassing van die skaal van die lewenskostetoelae wat volg op 'n verskil in die indeks, moet toegepas word op die eerste betaaldag in die maand wat volg op die publikasie in die *Maandelikse Bulletin van Statistieke* waarin daardie verskil verskyn.

(b) Geen werkgewer mag die besoldiging van 'n werknemer wat 'n hoër loon ontvang as dié wat in hierdie Ooreenkoms voorgeskryf word, verlaag of laat verlaag nie, of sodanige 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 terug te betaal nie, nog enige daad verrig, of laat verrig waarvan as 'n regstreekse gevolg 'n werknemer die voordeel of van enige gedeelte van die voordeel van sodanige toelae, ontsê word nie.

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

9. OORLOGSMAATREËL NO. 43 VAN 1942, SOOS GEWYSIG.

Die lewenskostetoelae wat hierin bepaal word, moet elke toelae insluit wat aan die betrokke werknemer verskuldig is kragtens Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig; met dien verstande dat wanneer die toelae wat in hierdie Ooreenkoms voorgeskryf word, minder is as dié wat kragtens die genoemde Oorlogsmaatreël aan die werknemer betaalbaar is, dit so verhoog moet word dat dit nie minder is as dié van die toelae in die Oorlogsmaatreël voorgeskryf nie.

10. WERKURE EN OORTYD.

(1) 'n Werknemer moet in elke betaalweek minstens een dag vryaf toegestaan word.

(2) Geen werkrooster mag voorsiening vir minder as 40 uur of meer as 46 uur werk per week maak nie.

(3) As 'n voertuigbestuurder of kondukteur ooreenkomstig die ure soos in 'n diensrooster bepaal, werk, moet die getal werke waarvoor die 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 elke week nie minder as 44 mag wees nie.

(4) Behoudens soos bepaal in subklousules (3), (5), (6) en (7) van hierdie klousule, moet 'n bestuurder of 'n kondukteur wie se werktijd in enige week meer as 44 uur maar nie meer as 46 uur is nie, vir sodanige werktijd betaal word teen minstens sy uurloon vir elke uur wat aldus gewerk is.

(5) (a) 'n Bestuurder of kondukteur wie se werktijd—

- (i) in enige week meer as 46 uur is, of
- (ii) op enige dag meer as 8½ uur is, of
- (iii) die bepalinge vir die werkdag soos vervat in subklousule (6) hiervan oorskry,

moet vir al die tyd wat aldus meer gewerk word, betaal word teen die 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 uur uitwerk, moet daardie gedeelte as een uur gereken word; met dien verstande dat wanneer oortyd bereken kragtens enige van paragrawe (a) (i), (ii) of (iii) meer is as dié soos bereken kragtens enige ander van die genoemde paragrawe, die betaling op die basis van die eersgenoemde moet geskied; en voorts met dien verstande dat die oortyd wat deur 'n bestuurder of kondukteur in enige week gewerk word, hoogstens 12 uur mag wees, tensy 'n noodtoestand, wat die onderbreking van die diens volgens die rooster sou veroorsaak, dit nodig maak dat deur enige bestuurder of kondukteur bo hierdie beperking gewerk word. Alle tyd wat aldus meer gewerk word, moet deur die agent aan die Raad op sy volgende vergadering gerapporteer word.

(c) 'n Bestuurder of kondukteur wie se werktijd op enige dag begin binne agt uur na beëindiging van sy werktijd 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 bestuurder of kondukteur in elke alternatiewe 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 Bestuurder of kondukteur wat werk op die dag waarop hy reg het op 'n dag vryaf, moet vir alle ure wat aldus gewerk word, betaal word teen die skaal van dubbele tyd; met dien verstande dat hy in geen geval minder as sewe uur en twintig minute se betaling teen dubbele tyd moet ontvang nie.

(e) (i) 'n Loodswerknemer by die dienspersoneel wat werk op die dag waarop hy reg het op 'n dag vryaf, moet betaal word teen minstens dubbel die besoldiging wat aan hom betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom gewerk word op 'n ander dag as die dag waarop hy reg het op 'n dag vryaf en moet vir elke uur, of gedeelte van 'n uur wat op sodanige dag bo die gewone werkure van 'n dag gewerk word, buitendien teen dubbele tyd betaal word.

(e) (ii) A shed employee on the maintenance staff who works on a Sunday shall be paid not less than double the remuneration payable in respect of the period ordinarily worked by him on a week day, and for each hour or part of an hour worked by him on such a Sunday in excess of his ordinary working hours shall be paid in addition at double time.

(f) (i) A shed employee on the running staff who works in excess of 44 hours in any one week or in excess of his ordinary working hours in any one day other than the day which he is entitled to have off duty, shall be paid at the rate of time and a half for every hour or part of an hour so worked.

(ii) A shed employee on the maintenance staff who works in excess of 44 hours in any one week or in excess of his ordinary working hours in any one day other than a Sunday, shall be paid at the rate of time and a half for every hour or part of an hour so worked.

(iii) No shed employee shall be required or permitted—

- (a) to work for more than 44 ordinary working hours in any one week; or
- (b) to work for more than nine ordinary working hours in any one day; or
- (c) to work overtime for more than 12 hours in any one week.

(g) No employee who has to attend Court to give evidence in regard to any happening of which he was a witness and which occurred while he was on duty, shall by reason of his having to attend Court during the whole or part of his shift, be required to forfeit any portion of said shift, and if such attendance requires his free time, he shall, in respect thereof be paid an amount equal to three times his hourly rate irrespective of the time involved in each daily attendance.

(h) An employee who is required by his employer on any matter arising out of his duties to attend at the office of his employer on his day off duty, shall be paid an amount equal to four times his hourly rate.

(i) A driver or conductor who is called upon to work overtime over and above the scheduled duty which he has worked or will work on that day, shall be paid a minimum of two (2) hours at one and a half times his hourly rate; provided that there is a break between his scheduled duty and the overtime duty.

(j) *Travelling Time and Paying-in Time Allowance:—*

(i) A driver or conductor on broken shifts, who in any one day is required to recommence his duties within one hour at a place designated more than one mile from his previous finishing point shall, if such time is not included in his duty schedule, be entitled to travelling time, such travelling time to be that of trackless trams or omnibuses, and shall be paid for such time at his hourly rate, and such amount shall be added to his wages each week.

(ii) To the working time of a conductor shall be added twenty minutes as time allowances for paying-in time, drawing and checking equipment etc., if such time is not included in his duty schedule.

(6) *Spread-over.*—The daily hours of work shall be completed within a spread-over, in the case of not more than—

- (1) (a) 60 per cent. of the duty schedule ... 9 hours;
- (b) 20 per cent. of the duty schedule ... 10 hours;
- (c) 20 per cent. of the duty schedule ... 12 hours;

From Mondays to Fridays—

- (2) (a) 60 per cent. of the duty schedule ... 9 hours;
- (b) 40 per cent. of the duty schedule ... 10 hours;

on Saturdays, Sundays and on paid holidays as referred to in clause 12 section 6.

(7) *Spell of Duty:—*

(a) *Drivers and Conductors:—*

- (1) Any break in the spell of duty less than 30 minutes in any one day shall be added to the working time.
- (2) No shift shall provide for more than 5½ hours' continuous work without a meal break or rest period of not less than 15 minutes.
- (3) No shift shall include more than two unpaid breaks.
- (4) The breaks mentioned in sub-clause (1) and (2) of this clause shall be calculated as part of the working hours for any one day.

(b) *Shed Employees.*—No shed employee shall be required 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.

(8) Notwithstanding the provisions of this section—

(i) No employee who is a female, shall be required or permitted to work—

- (a) between six o'clock p.m. and six o'clock a.m.; or
- (b) after one o'clock p.m. on more than five days in any week.

(ii) 'n Loodswerknemer by die onderhoudpersoneel wat op 'n Sondag werk, moet betaal word teen minstens dubbel die besoldiging wat aan hom betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word en moet vir elke uur of gedeelte van 'n uur wat hy op sodanige Sondag bo sy gewone werkure werk, buitendien teen dubbele tyd betaal word.

(f) (i) 'n Loodswerknemer by die dienspersoneel wat in enige week meer as 44 uur werk, of op enige dag, behalwe die dag waarop hy reg het op 'n dag vryaf, meer as sy gewone werkure werk, moet vir elke uur of gedeelte van 'n uur wat aldus gewerk word, teen anderhalfmaal gewone tyd betaal word.

(ii) 'n Loodswerknemer by die onderhoudpersoneel wat in enige week meer as 44 uur werk, of op enige dag, behalwe 'n Sondag, meer as sy gewone werkure werk, moet vir elke uur, wat aldus gewerk word, teen anderhalfmaal gewone tyd betaal word.

(iii) Van geen loodswerknemer kan vereis en ook kan hy nie toegelaat word—

- (a) om meer as 44 gewone werkure in 'n week te werk nie; of
- (b) om meer as nege gewone werkure op 'n dag te werk nie; of
- (c) om meer as 12 uur oortyd in 'n week te werk nie.

(g) Van geen werknemer wat in die hof getuie is moet afle in verband met enige gebeurtenis waarvan hy 'n getuie was en wat voorgeval het terwyl hy op diens was, kan, uit hoofde van sy bywoning van die hof gedurende sy hele skof of gedeelte van sy skof, vereis word om enige gedeelte van die genoemde skof te verbeur nie en wanneer dit vir hom nodig is om die bywoning gedurende sy vry tyd te doen, moet hy ten opsigte daarvan 'n bedrag betaal word wat gelyk is aan driemaal sy uurloon, afgesien van die tyd wat by elke daaglikse bywoning betrokke is.

(h) 'n Werknemer van wie dit deur sy werkgever vereis word om op sy dag vryaf op sy werkgever se kantoor te verskyn in verband met enige saak wat op sy werk betrekking het, moet 'n bedrag betaal word wat gelyk is aan viermaal sy uurloon.

(i) Aan 'n bestuurder of kondukteur wat verplig is om oortyd te werk bo en behalwe die diens volgens rooster wat hy op daardie dag gewerk het of sal werk, moet 'n minimum van twee (2) uur teen anderhalfmaal sy uurloon betaal word; met dien verstande dat daar 'n onderbreking is tussen sy diensroosterwerk en die oortydwerk.

(j) *Toelae vir stadyd en inbetaaltyd:—*

(i) 'n Bestuurder of kondukteur wat onderbroke skofte werk, van wie op enige dag vereis word om binne een uur sy werk te hervat op 'n aangewese plek wat meer as een myl van sy laaste beëindigingspunt geleë is, het reg op stadyd as die tyd nie in sy diensrooster inbegrepe is nie en die stadyd moet dié van spoorlose trems of omnibusse wees en moet vir die tyd teen sy uurloon betaal word en die bedrag moet elke week aan sy loon toegevoeg word.

(ii) Aan die werktyd van 'n kondukteur moet twintig minute toegevoeg word as 'n tydtoelae vir inbetaaltyd, verkryging van uitrusting, ens., as die tyd nie in sy diensrooster inbegrepe is nie.

(6) *Werkdag.*—Die daaglikse werkure moet binne 'n werkdag voltooi word, in die geval van hoogstens—

- (1) (a) 60 persent van die diensrooster ... 9 uur.
- (b) 20 persent van die diensrooster ... 10 uur.
- (c) 20 persent van die diensrooster ... 12 uur.

Van Maandae tot Vrydae—

- (2) (a) 60 persent van die diensrooster ... 9 uur.
- (b) 40 persent van die diensrooster ... 10 uur.

op Saterdag, Sondag en op betaalde vakansiedae waarna in klousule 12, artikel 6, verwys word.

(7) *Diensonderbrekings:—*

(a) *Bestuurders en kondukteurs:—*

- (1) Elke werkonderbreking van minder as 30 minute op 'n dag moet aan die werktyd toegevoeg word.
- (2) Geen skof mag voorsiening vir langer as 5½ uur ononderbroke werk sonder 'n etensonderbreking of rus-pouse van minstens 15 minute maak nie.
- (3) Geen skof mag meer as twee onbetaalde onderbrekings insluit nie.
- (4) Die onderbrekings wat in subklousules (1) en (2) van hierdie klousule genoem word, moet as deel van die werkure op enige dag gereken word.

(b) *Loodswerknemers.*—Van geen loodswerknemer kan vereis word om vir 'n onafgebroke tydperk van meer as vyf uur sonder 'n ononderbroke rustyd van minstens een uur te werk nie; met dien verstande dat vir die doeleindes van hierdie paragraaf werktidperke wat deur 'n tussenpous van minder as een uur onderbreek word, beskou moet word as ononderbroke te wees.

(8) Ondanks die bepalings van hierdie artikel—

(i) kan nie van 'n vroulike werknemer vereis of sy toegelaat word om—

- (a) tussen 6 nm. en 6 vm. te werk nie; of
- (b) op meer as vyf dae in 'n week na 1 nm. te werk nie.

- (ii) No employee who is a female, shall be required or permitted to work overtime—
- for more than two hours on any day;
 - on more than three consecutive days;
 - on more than sixty days in any year;
 - after completion of her ordinary working hours for more than one hour on any day unless she has—
 - been given notice thereof before midday, or
 - been provided with an adequate meal before she has to commence overtime; or
 - has been paid an allowance in sufficient time to enable her to obtain a meal before the overtime is due to commence.

11. PAYMENT OF EARNINGS.

(1) (a) All wages and earnings, and all other 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) Wages, earnings and all other remuneration due shall be handed to employees in envelopes or accompanied by a deduction slip bearing the name of the employer and employee, number of hours worked, and showing any deductions which may have been made, and date of payment.

(2) No employee shall be required, as part of his contract of service, to board or lodge with his employer or at any place nominated by him, or to purchase any goods from him.

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

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

- Any 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.
- With the written consent of the employee deductions may be made for holiday, sick, insurance, provident, trade union or pension funds.
- Any other deductions that may be mutually agreed in writing between the union, the employee and the employer concerned.
- Deductions as required by paragraph (c) of clause 4.

12. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

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

- For the first 10 years of service ... 18 days.
- From the 11th to the 20th year of service ... 24 days.
- Thereafter—
 - in the case of drivers and conductors ... 30 days.
 - in the case of all other employees ... 24 days.

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

(3) No employer shall make and no employee shall accept any payment in lieu of annual leave due or to become to any employee.

(4) The employer shall fix the time when an employee's annual leave shall be given, 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 his year of employment.

(5) An employee who, in any year is employed by the same employer 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 leave not less than his hourly wage for a day and one-half of a day of seven and one-third working hours in respect of sub-clause (1) (a) of this clause; for two days of seven and one-third working hours in respect of sub-clauses (1) (b) and (1) (c) (i) of this clause, and two and one-half days of seven and one-third of an hour in respect of sub-clause 1 (c) (i) of this clause.

(6) All employees not working on New Year's Day, Good Friday, the First Day of May, Day of the Covenant or Christmas Day, shall be paid seven hours and twenty minutes pay at their ordinary rate for each such day. Employees who work on New Year's Day, Good Friday, the First Day of May, Day of the Covenant or Christmas Day, shall for the time they have worked on any such day be paid subject to the provisions of

- kan nie van 'n vroulike werknemer vereis of sy toegelaat word om—
 - meer as twee uur op 'n dag oortyd te werk nie;
 - op meer as drie agtereenvolgende dae oortyd te werk nie;
 - op meer as sestig dae in 'n jaar oortyd te werk nie;
 - na voltooiing van haar gewone werkure meer as een uur oortyd op 'n dag te werk nie, tensy—
 - sy daarvan voor 12-uur middag in kennis gestel is nie; of
 - sy van 'n voldoende maaltyd vorsien is voordat die oortyd moet begin; of
 - sy betyds 'n toelae betaal is om haar in staat te stel om 'n maaltyd te nuttig voordat die oortyd moet begin.

11. BETALING VAN VERDIENSTE.

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

(b) Lone, verdienste en alle ander besoldiging wat verskuldig is, moet aan werknemers oorhandig word in koeverte of vergesel gaan van 'n aftrekstaat met vermelding daarop van die name van die werkgewer en werknemer, getal ure wat gewerk is en enige kortings wat gemaak is, en datum van betaling.

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

(3) Vir die opleiding van 'n werknemer kan geen premie bereken of aangeneem word nie.

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

- Werkgewer kan van die weekloon van 'n werknemer wat, behalwe op las van die werkgewer, nie op 'n dag die hele werkdag 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 werkgewer 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 voorgeskrywe uurloon vir die getal ure wat werklik gewerk is en vir die getal ure van daardie skof, kan aftrek.
- Met skriftelike toestemming van die werknemer kan aftrekkings gemaak word vir verlof, siekte-, versekering-, voorsorg-, vakvereniging- of pensioenfondse.
- Elke ander aftrekking waarop onderling skriftelik tussen die betrokke vakvereniging, werknemer en werkgewer ooreengekom word.
- Aftrekkings soos vereis kragtens paragraaf (c) van klousule 4.

12. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

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

- Vir die eerste 10 jaar diens ... 18 dae.
- Van die 11de tot die 20ste jaar diens ... 24 dae.
- Daarna—
 - in die geval van bestuurders en kondukteurs 30 dae.
 - in die geval van alle ander werknemers ... 24 dae.

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

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

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

(5) 'n Werknemer wat in 'n jaar vir meer as twee maande, maar minder as twaalf maande by dieselfde werkgewer in diens was, moet ten opsigte van subklousule (1) (a) van hierdie klousule by beëindiging van sodanige diens, vir elke volle maand van dié diens minstens sy uurloon vir anderhalf dag van sewe en een-derde werkure ontvang; ten opsigte van subklousules (1) (b) en (1) (c) (ii) van hierdie klousule vir 2 dae van sewe en een-derde werkure en ten opsigte van subklousule 1 (c) (i) van hierdie klousule vir 2½ dae van sewe en een-derde ure.

(6) Alle werknemers wat nie op Nuwejaarsdag, Goeie-Vrydag, die eerste dag van Mei, Geloftedag of Kersdag werk nie, moet sewe uur en twintig minute se loon betaal word teen hul gewone skale vir elkeen van hierdie dae. Werknemers wat op Nuwejaarsdag, Goeie-Vrydag, die eerste dag van Mei, Geloftedag of Kersdag werk, moet vir die eerste keer wat hulle op een van hierdie dae gewerk het, onderworpe aan die bepalings van klousule 11 (4) (a) van hierdie Ooreenkom, minstens tweekeer

Clause 11 (4) (a) of this Agreement, not less than twice their hourly wage with a minimum of 14 hours and 40 minutes pay for each such day at their ordinary hourly rates; provided that—

- (a) should any paid holiday fall within the period of annual leave of a driver, conductor or shed employee on the running staff, an additional day's pay of seven and one-third of an hour shall be granted, and such employee shall be required to resume work after the completion of annual leave due to such employee in terms of clause (1) (a), (b) and (c) of this section;
- (b) should any paid holiday fall within the period of annual leave of a shed employee on the maintenance staff, such holiday shall be added to the leave prescribed in clause (1) (a), (b) and (c) of this section as a further period of leave of absence on full pay.

13. UNIFORMS, EQUIPMENT AND TOOLS.

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

One uniform on entering into the service of the employer; one uniform three months after.

One uniform twelve months after, and a further uniform every nine months thereafter.

All uniforms shall remain the property of the employer.

(b) Drivers and conductors shall be entitled to one greatcoat every three years.

(c) Drivers shall be entitled to two dustcoats annually.

(d) Drivers shall be entitled to receive one pair of motoring gloves every two (2) years.

(e) Drivers shall be entitled to receive one pair of sun glasses every three (3) years.

(f) Shed employees other than those in grade A shall be entitled to two (2) overalls annually; in addition, battery attendants shall be entitled to rubber aprons; in addition, cleaners shall be entitled to wellingtons or clogs, same to be replaced when they cease to be serviceable due to fair wear and tear; and in addition, labourers shall be entitled to clogs, said clogs to be replaced when they cease to be serviceable due to fair wear and tear.

(g) Shed employees engaged in repairing and maintaining trolley gear shall be entitled to boots, said boots to be replaced when they cease to be serviceable due to fair wear and tear.

(h) An employer shall provide overcoats or waterproofs to shed employees whenever said employees are exposed to the vagaries of weather.

(i) An employer shall provide clothing lockers for all shed employees.

14. CHRISTMAS FUND.

(1) As from December 1st, 1952, every employee who is in the service of his employer at the first day of December, in any year, shall be paid an amount equivalent to 3 per cent. of his gross earnings (inclusive of cost of living allowance) from such service during the period of twelve calendar months immediately preceding the said first day of December.

(2) Payment of the amount so due shall be made on the normal pay day in the third week of December.

(3) Any employee who resigns or is discharged from the Industry before the 1st December in any year, shall have no claim in respect of this Fund.

(4) The provisions of clause 14 (3) shall not apply to an employee who is discharged from the Industry on the grounds of ill-health.

15. TERMINATION OF SERVICE.

(1) An employee or his employer shall give not less than one week's notice, such notice to run from the ordinary pay day of the employee. This clause 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 employer and employee which 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 on this the 23rd day of November, 1951.

A. F. CORBETT,
Chairman of the Council.
T. C. W. COMBRINCK,
Vice-chairman of the Council.
E. OLIVER,
Secretary of the Council.

Witnesses:

1. A. R. McLAUGHLIN.
2. E. E. K. GREENWOOD.

hulle uurloon met 'n minimum van 14 uur en 40 minute se loon betaal word vir elke sodanige dag teen hulle gewone uurskaal; met dien verstande dat—

(a) ingeval 'n betaalde vakansiedag binne die tydperk van jaarlikse verlof van 'n bestuurder, kondukteur of loodswerknemer in die dienspersoneel val, moet 'n ekstra dag se loon van sewe en een-derde van 'n uur toegestaan word, en van so 'n werknemer word vereis om werk te hervat na die voltooiing van jaarlikse verlof wat ingevolge klousule (1) (a), (b) en (c) van hierdie artikel aan dié werknemer verskuldig is;

(b) ingeval 'n betaalde vakansiedag binne die tydperk van jaarlikse verlof van 'n loodswerker in die onderhoudspersoneel val, moet dié vakansiedag getel word by die verlof wat in klousule (1) (a), (b) en (c) van hierdie artikel voorgeskryf word, as 'n verdere tydperk van verlof met volle betaling.

13. UNIFORMS, UITRUSTING EN GEREEDSKAP.

(a) Aan bestuurders en kondukteurs moet uniforms op die volgende basis verskaf word:—

Een uniform by indienstreding by die werkgever; een uniform drie maande later.

Een uniform twaalf maande later, en nog 'n uniform elke nege maande later.

Alle uniforms bly die werkgever se eiendom.

(b) Bestuurders en kondukteurs het reg op een warmjas elke drie jaar.

(c) Bestuurders het reg op twee stofjasse per jaar.

(d) Bestuurders het reg op een paar motorhandskoene elke twee (2) jaar.

(e) Bestuurders is geregtig tot een sonbril elke drie (3) jaar.

(f) Loodswerkers, behalwe dié in graad A, is geregtig tot twee (2) oorpakke jaarliks; daarbenewens is batteryversorgers geregtig tot rubbervoorskooie; daarbenewens is skoonmakers geregtig tot wellingtons of klompe, wat vervang moet word wanneer hulle as gevolg van slytasie nie langer diensbaar is nie; en daarbenewens is arbeiders geregtig tot klompe, en die klompe moet vervang word as hulle as gevolg van slytasie nie langer diensbaar is nie.

(g) Loodswerknemers wat diens doen met die herstel en onderhoud van trollie-uitrusting is geregtig tot stewels, en die stewels moet vervang word wanneer hulle as gevolg van slytasie nie langer diensbaar is nie.

(h) 'n Werkgever moet warmjasse of reënjasse aan loodswerknemers verskaf wanneer genoemde werknemers aan weer en wind blootgestel is.

(i) 'n Werkgever moet sluitkaste aan alle loodswerknemers verskaf.

14. KERSFONDS.

(1) Met ingang van 1 Desember 1952 moet elke werknemer wat op 1 Desember van enige jaar in sy werkgever se diens is, 'n bedrag betaal word wat gelykstaan aan 3 persent van sy bruto verdienste (met inbegrip van lewenskostetoelae) uit dié diens gedurende die tydperk van 12 kalendermaande wat genoemde 1 Desember onmiddellik voorafgaan.

(2) Betaling van die bedrag wat aldus verskuldig is, moet op die gewone betaaldag in die derde week van Desember gedoen word.

(3) 'n Werknemer wat voor 1 Desember in enige jaar bedank, of uit die Nywerheid ontslaan word, het geen aanspraak op hierdie fonds nie.

(4) Die bepalinge van klousule 14 (3) is nie van toepassing op 'n werknemer wat op grond van swak gesondheid uit die diens ontslaan word nie.

15. DIENSBEEÏNDIGING.

(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 klousule 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 vir 'n langer termyn van diensopsegging as een week voorsiening 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 23ste dag van November 1951, in Kaapstad onderteken.

A. F. CORBETT,
Voorsitter van die Raad.
T. C. W. COMBRINCK,
Ondervoorsitter van die Raad.
E. OLIVER,
Sekretaris van die Raad.

Getuies:

1. A. R. McLAUGHLIN.
2. E. E. K. GREENWOOD.

* No. 1348.]

[13 June 1952.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

ROAD PASSENGER TRANSPORT INDUSTRY,
CAPE.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the agreement and notice relating to the Road Passenger Transport Industry, Cape, published under Government Notice No. 1347 of 13th June, 1952, 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. 1348.]

[13 Junie 1952.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

PADPASSASIEVERVOERNYWERHEID, KAAP.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende kragtens 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, Kaap, bekendgemaak by Goewermentskennisgewing No. 1347 van 13 Junie 1952 vir die persone wie se werkure daarby gereël word, nie minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.



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