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[No. 16.]

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 81.] [16 Junie 1961.
WET OP NYWERHEIDSVERSOENING, 1956.

PADPASSASIEVERVOERBEDRYF, KIMBERLEY.

Namens die Minister van Arbeid verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956; dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Padpassasieervoerbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewers en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd klousules 1, 2, 5 (3) (g), 7 (a) en (b), 14, 17 en 18, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die munisipale gebied van Kimberley; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd klousules 1, 2, 5 (3) (g), 7 (a) en (b), 14, 17 en 18, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede Maandag eindig, in die munisipale gebied van Kimberley, *mutatis mutandis*, bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 81.] [16 June 1961.
INDUSTRIAL CONCILIATION ACT, 1956.

**ROAD PASSENGER TRANSPORT INDUSTRY,
KIMBERLEY.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Road Passenger Transport Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of that trade union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding clauses 1, 2, 5 (3) (g), 7 (a) and (b), 14, 17 and 18, 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 all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Industry, in the Municipal Area of Kimberley; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Municipal Area of Kimberley and from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, the provisions of the said Agreement, excluding clauses 1, 2, 5 (3) (g), 7 (a) and (b), 14, 17 and 18, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE PADPASSASIEVERVOERBEDRYF, KIMBERLEY.

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, gesluit en aangegaan deur en tussen die

Kimberley Bus Services (Pty.) Ltd.

(hieronder „die werkgever” genoem), aan die een kant, en die Kimberley Transport Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Padpassasiersvervoerbedryf, Kimberley.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalinge van hierdie Ooreenkoms moet nagekom word deur die werkgever en lede van die vakvereniging wat by die Padpassasiersvervoerbedryf in die munisipale gebied van Kimberley in diens is en vir wie lene in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKEYWINGS.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet; enige yermelding van die Wet omvat 'n wysiging van sodanige Wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vrouens; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

- „Wet” die Wet op Nywerheidsversoenig, 1956;
- „kondukteur” 'n persoon wat aan die werkgever verantwoordelik is vir die invordering van reisegeld, die veiligheid van passasiers en die stiptheid van 'n passasiersvoertuig wat in diens is;
- „Raad” die Nywerheidsraad vir die Padpassasiersvervoerbedryf, Kimberley, wat kragtens artikel negentien van die Wet geregistreer is;
- „klerklike werknemer” 'n werknemer wat uitsluitlik of hoofsaaklik skryf- en/of tikwerk, snelskrif en/of ander klerklike werk verrig en omvat 'n kassier en boekhouer;
- „klerklike werknemer, gekwalifiseer” 'n klerklike werknemer met minstens drie jaar ondervinding;
- „klerklike werknemer, ongekwalifiseer,” 'n klerklike werknemer met minder as drie jaar ondervinding;
- „dag” as dit in verband met 'n bestuurder of kondukteur gebesig word, die tydperk van 24 uur tussen 4 vm. op een dag en 4 vm. op die volgende dag, uitgesonderd in die geval van diensroosters wat op spesiale busse betrekking het, waar die dag uitdruklik in sulke roosters omskryf moet word;
- „bestuurder” enige persoon verantwoordelik aan die werkgever vir die bestuur van passasiersvoertuie wat in diens is;
- „bestuurder-kondukteur” 'n bestuurder wat tydelik in die tweeledige hoedanigheid van bestuurder en kondukteur, soos uiteengesit in hierdie Ooreenkoms, in diens is.
- „diensrooster” 'n rooster wat in besonderhede die roetes en tye aangee wat deur bestuurders en kondukteurs om die beurt oor 'n tydperk van een of meer weke gewerk moet word;
- „inspekteur” 'n beambte wat deur die werkgever aangestel is om toesig te hou oor die diens van die busse en die werk van die bestuurders en kondukteurs;
- „arbeider” 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende werksaamhede verrig:—

- (a) Petrol ingooi, oliebakke leegtap en/of volmaak, batterye uithaal, volmaak en/of weer insit, motorvoertuie was en/of poleer en/of skoonmaak, onderdele van motorvoertuie skoonmaak, lug inpomp, wiele omruil, wiele, motorkappe, bandoortreksels of ander hindernisse vir afwerking afhaal en weer aansit, wiele of vellings, buite- en/of binnebande vir die heelmaak van lekke of vir skilderwerk afhaal en weer aansit, binnebande heelmaak, werk van 'n vulkaniseerder se arbeider verrig, binne- en/of buitebande aan vellings of wiele aansit en/of omruil en onder toesig help met sloping van voertuie vir herstelwerk of vir afval;
- (b) persele, voertuie, diere, gerei, masjinerie, werktuie, gereedskap of ander artikels skoonmaak, voertuie laai en aflaai, goedere dra, verskuif, opstapel en uitpak, pakkette en pakkies sorteer, bottels of ander houers volmaak, deure en vensters oopmaak en toemaak, kiste, bale of ander pakkette oopmaak en toemaak, vuurmaak of vure aan die brand hou, afval of as verwyder, briewe, boodskappe of goedere te voet of met 'n fiets, driewieler of handvoertuig aflewer of vervoer, dierevoertuie of handvoertuie dryf of daarmee help, tee of dergelike drank maak;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE ROAD PASSENGER TRANSPORT INDUSTRY, KIMBERLEY.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Kimberley Bus Services (Pty.), Ltd.

(hereinafter referred to as “the employer”), of the one part and the

Kimberley Transport Workers' Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

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

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

Any terms used in this Agreement which are defined in the Act shall have the same meaning 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, 1956;
- “conductor” means any person responsible to the employer for the collection of fares, safety of passengers and proper, timely running of passenger vehicles in service;
- “Council” means the Industrial Council for the Road Passenger Transport Industry, Kimberley, registered in terms of section nineteen of the Act;
- “clerical employee” means an employee who wholly or mainly performs writing and/or typing, shorthand and/or any other form of clerical work, and includes a cashier and bookkeeper;
- “clerical employee, qualified,” means a clerical employee who has had not less than three years' experience;
- “clerical employee, unqualified,” means a clerical employee who has less than three years' experience;
- “day” means, when used in connection with the working time of a driver or conductor, the period of 24 hours between 4 a.m. on any one day and 4 a.m. on the next succeeding day, except in the case of duty schedules relating to special buses, when the day shall be specially defined in such schedules;
- “driver” means any person responsible to the employer for the driving of passenger vehicles in service;
- “driver/conductor” means a driver who is temporarily employed in the dual capacity of a driver and conductor as specified in this Agreement;
- “duty schedule” means a schedule detailing the routes upon which, and the time during which, drivers and conductors shall work in rotation over a period covering one or more weeks;
- “inspector” means an official appointed by the employer to supervise the operation of the buses and the work of the drivers and conductors;
- “labourer” means an employee who wholly, mainly or exclusively performs any one or more of the following operations or duties:—

- (a) Petrol filling, draining oil sumps and/or oil filling, removing, filling and/or replacing batteries, washing and/or polishing and/or cleaning of motor vehicles, cleaning parts of motor vehicles, pumping of air, changing wheels, removing and replacing wheels, bonnets, tyre covers or otherwise any obstruction necessary for finishing operations, removing wheels or rims, tyres and/or tubes for the repair of punctures or painting and replacing them, repairs tubes, performs the work of a vulcanizer's labourer, fitting and/or changing tyres and/or tubes on rims or wheels and assisting in stripping vehicles for repair or scrap, under supervision;
- (b) cleaning premises, vehicles, animals, utensils, machinery, implements, tools or other articles, loading and unloading vehicles, carrying, moving, stacking and unpacking goods, sorting packages and parcels, filling bottles or other containers, opening or closing doors and windows, opening or closing boxes, bales or other packages, making or maintaining fires or removing refuse or ashes, delivering or conveying letters or messages or goods, on foot or by means of a bicycle, tricycle, or hand-propelled vehicle, driving and assisting with animal-drawn and hand-propelled vehicles, making tea or similar beverages;

(c) yster slaan en saag met 'n ystersaag nadat dit deur 'n vakman of vakleerling afgemerk is, gate in yster boor, uitgesonderd in presisiowerk, skroefdraad aan boutesny of yster vyl, plaatyster op aanwysing van 'n vakman of vakleerling met die hand of saag en deurslaan, hout vir masjins vashou en dra, klapperhaar en perdehaar uitpluis, werk vir metaalplaatwerker vashou, soldeersel en ou verf van herstelede deie afvyl, skuurpapierbewerking, vulling, grondverf en stopverf afvryf, maskeer, skoonmaak, meng en pletter, ruwe verfstawwe met 'n kwas aan binnekant en onderkant van voertuigbakke verf, asse, remtrommels en onderstelle met 'n kwas verf, waterdigtingverf of seildoek met 'n kwas of aansmeer;

"lokasiestuurder, -bestuurder-kondukteur of -kondukteur," 'n bestuurder, bestuurder-kondukteur of kondukteur, wat by wyse van proef of andersins werk uitsluitlik in verband met lokasiedienste verrig;

"nagvoorman" 'n werknemer wat toesig moet hou oor arbeiders wat snags op diens is, klein herstelwerkies moet uitvoer en geleentheidsbusse gedurende die dag of in 'n noodgeval moet bestuur;

"loonweek" 'n herhalende weeklikse tydperk van sewe dae wat op Sondag eindig in die geval van bestuurders, kondukteurs, bestuurder-kondukteurs en arbeiders, en op Dinsdag ten opsigte van die orige personeel wat weekliks besoldig word, aan wie die werkgewer weeklone betaal;

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

"Padpassasiersvervoerbedryf" of "Bedryf" die onderneming waarin die werkgewer en die werknemers met mekaar geassosieer is om enige persoon of persone vir vergoeding oor 'n openbare pad te vervoer deur middel van 'n voertuig (uitgesonderd 'n voertuig onder die beheer van die administrasie van die Suid-Afrikaanse Spoorweë en Hawens of 'n munisipaliteit) wat ontwerp is vir ander aandriwing as deur menslike of dierlike krag en wat meer as agt persone met inbegrip van die bestuurder van die voertuig, kan vervoer, en omvat persone wat die voertuig onderhou, skoonmaak, vernuwe, herstel, verander, of vervaardig, as dié werk deur die werkgewer onderneem word;

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

"loodwerker" omvat enige werknemer, uitgesonderd 'n inspekteur, bestuurder, afsender, kondukteur, of klerklike of administratiewe werknemer;

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

"werktyd" met betrekking tot bestuurder-kondukteurswerk, die tydperk iedere dag vanaf die tyd waarop van die werknemer vereis word, of wat hy volgens die rooster verplig is, om op die bus te klim tot die tyd wat hy dit verlaat of enige tyd wat hy verplig is om vir diens beskikbaar te wees, plus 'n bykomende tydperk van twee uur per week of 20 minute per dag as tydoelating om sy uitrusting te kry, die busse te inspekteer, hulle na die vertrekpunt te ry, vir inbetaling, ens.; met betrekking tot bestuurder-kondukteurs kan so 'n tydoelating hoogstens 3 uur per week of 30 minute per dag wees;

"werktyd" met betrekking tot 'n loodwerker, al die tyd wat die werkgewer van die werknemer vereis om vir diens beskikbaar te wees;

"loon" 'n werknemer se besoldiging met inbegrip van lewenskostetoelae soos gekonsolideer, maar uitgesonderd enige bykomende lewenskostetoelae, oortyd- en spesiale toelae, hetsy bereken op die uur-, dag-, of weekskaal.

4. LONE EN BESOLDIGING.

(1) Die minimum weekloon wat aan ondergenoemde klasse werknemers betaal moet word, is soos volg:—

	Minimum weekloon.		
	A.	B.	C.
	R c	R c	R c
(a) Inspekteurs.....	17 00	7 00	24 00
(b) Klerklike werknemers—			
Gekwalifiseer.....	9 00	6 00	15 00
Ongekwalifiseer.....	4 00	2 00	6 00

	Minimum uurloon.		
	A.	B.	C.
	R c	R c	R c
(c) Bestuurders (uitgesonderd dié op lokasiedienste)—			
Vir die eerste jaar diens.....	0 24	0 13½	0 37½
Vir die tweede jaar diens.....	0 25	0 13½	0 38½
Vir die derde jaar diens.....	0 26	0 14	0 40
Vir die vierde jaar diens.....	0 27½	0 15	0 42½
Vir die vyfde jaar diens.....	0 28	0 15	0 43
Vir die sesde jaar diens.....	0 30	0 15	0 45
Vir die sewende jaar diens.....	0 31	0 15	0 46
Vir die agste jaar diens.....	0 32	0 15	0 47
Vir die neende jaar diens.....	0 32½	0 15	0 47½
Vir die tiende jaar diens.....	0 33	0 15	0 48
Vir die elfde jaar diens.....	0 34	0 15	0 49
Daarna.....	0 35	0 15	0 50

(c) striking and cutting iron with hacksaw after iron has been marked out by journeyman or apprentice; drilling holes in iron other than precision work, threading of bolts or filing of iron, rough cutting and punching of sheet iron by hand under the direction of a journeyman or apprentice, holding up and carrying wood for machinist, teasing coir and horsehair, holding up work for sheet metal worker, filing of solder and old paint of repaired parts, sandpapering, rubbing down of filing, primer and putty, masking, cleaning, compounding and polishing, painting on rough stuff by brush to inside and underside of motor vehicle bodies, painting by brush of axles, brake drums and chassis, painting by brush rough waterproofing paint on canvas;

"location driver, driver-conductor or conductor," means a driver, driver/conductor or conductor, probationary or otherwise, who is engaged solely on work in connection with the location services;

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

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

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

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

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

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

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

"working time" in relation to driving or conducting shall mean the period reckoned each day from the time such employee is required or scheduled to board the omnibus to the time when he leaves it or any time during which he is required to be available for duty, plus an additional period of two hours per week or 20 minutes per day as time allowance for drawing equipment, checking up the buses, driving them to the starting point, paying in, etc.;

In respect of driver-conductors such time allowance shall not exceed 3 hours per week or 30 minutes per day;

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

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

4. WAGES AND REMUNERATION.

(1) The minimum weekly wage that shall be paid to the undermentioned classes of employees shall be as follows:—

	Minimum Weekly Wage.		
	A.	B.	C.
	R c	R c	R c
(a) Inspectors.....	17 00	7 00	24 00
(b) Clerical Employees—			
Qualified.....	9 00	6 00	15 00
Unqualified.....	4 00	2 00	6 00

	Minimum Hourly Wage.		
	A.	B.	C.
	R c	R c	R c
(c) Drivers (other than those on location services)—			
For the first year of service....	0 24	0 13½	0 37½
For the second year of service....	0 25	0 13½	0 38½
For the third year of service....	0 26	0 14	0 40
For the fourth year of service....	0 27½	0 15	0 42½
For the fifth year of service....	0 28	0 15	0 43
For the sixth year of service....	0 30	0 15	0 45
For the seventh year of service....	0 31	0 15	0 46
For the eighth year of service....	0 32	0 15	0 47
For the ninth year of service....	0 32½	0 15	0 47½
For the tenth year of service....	0 33	0 15	0 48
For the eleventh year of service..	0 34	0 15	0 49
Thereafter.....	0 35	0 15	0 50

Minimum uurloon.

A.		B.		C.	
R	c	R	c	R	c

(d) Kondukteurs (uitgesonderd dié op lokasiedienste)—

Vir die eerste jaar diens.....	0 23½	0 13½	0 37
Vir die tweede jaar diens.....	0 24	0 13½	0 37½
Vir die derde jaar diens.....	0 25	0 13½	0 38½
Vir die vierde jaar diens.....	0 27	0 14	0 41
Vir die vyfde jaar diens.....	0 27½	0 15	0 42½
Vir die sesde jaar diens.....	0 28	0 15	0 43
Vir die sewende jaar diens.....	0 29	0 15	0 44
Vir die agste jaar diens.....	0 30	0 15	0 45
Vir die negende jaar diens....	0 31	0 15	0 46
Vir die tiende jaar diens.....	0 32	0 15	0 47
Vir die elfde jaar diens.....	0 32½	0 15	0 47½
Daarna.....	0 33	0 15	0 48

(e) Leerlingbestuurders (uitgesonderd dié op lokasiedienste).....

A.		B.		C.	
R	c	R	c	R	c

(f) Leerlingkondukteurs (uitgesonderd dié op lokasiedienste).....

A.		B.		C.	
R	c	R	c	R	c

(g) Bestuurders op lokasiedienste—

Vir die eerste jaar diens.....	0 16	0 9	0 25
Vir die tweede jaar diens.....	0 17	0 9	0 26
Daarna.....	0 17½	0 10	0 27½

(h) Kondukteurs op lokasiedienste—

Vir die eerste jaar diens.....	0 13½	0 7½	0 21
Vir die tweede jaar diens.....	0 14	0 8½	0 22½
Daarna.....	0 15	0 9	0 24

(i) Leerlingebestuurders op lokasiedienste.....

A.		B.		C.	
R	c	R	c	R	c

(j) Leerlingkondukteurs op lokasiedienste.....

A.		B.		C.	
R	c	R	c	R	c

(k) Bestuurder/kondukteur.—'n Bestuurder, uitgesonderd 'n bestuurder wat werk verrig wat ingevolge 'n kontrak met die Suid-Afrikaanse Spoorweë deur die werkgever uitgevoer word, of wat in diens is op Koffiefontein of Barkly-Wes en distrikdienste, moet benewens sy gewone betaling, as hy die werk van 'n bestuurder-kondukteur verrig, 'n bedrag betaal word gelykstaande met 20 persent van die loon wat ingevolge hierdie klousule op hom van toepassing is.

Minimum weekloon.

A.		B.		C.	
R	c	R	c	R	c

(l) Loodswerkers—

Nagvoormanne.....	12 00	6 05	18 05
Arbeiders.....	3 50	1 67½	5 17½
Wagte.....	4 00	1 82½	5 82½

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

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

(3) Behoudens enige aftrekking wat ingevolge klousule 5 van hierdie Ooreenkoms gemagtig word, moet die minimum weekloon van 'n bestuurder of 'n kondukteur of bestuurder-kondukteur minstens 48 maal sy uurloon wees, selfs wanneer die werkdag van sodanige werknemer in daardie week minder as 48 uur is.

(4) *Lewenskostoelae*.—Die loon voorgeskryf vir werknemers in kolom (C) van subklousule (1) van die klousule omvat enige lewenskostoelae betaalbaar ooreenkomstig die bepaling van Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig; met dien verstande dat as enige bedrag in kolom (A) van dié subklousule plus lewenskostoelae daarop bereken kragtens Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, meer is as die ooreenstemmende voorgeskrewe minimum week- of uurloon in kolom (C) aangegee, moet laasgenoemde met minstens die verskil vermeerder word.

(5) 'n Werknemer wat op die datum waarop hierdie Ooreenkoms in werking tree 'n loon ontvang wat hoër is as dié wat in hierdie klousule voorgeskryf word, moet steeds sodanige hoër loon ontvang; met dien verstande dat ingeval 'n kondukteur tot bestuurder bevorderd word, sy aanvangsloon minstens die loon moet wees wat hy as kondukteur ontvang het.

(6) *Dienstoelae*.—'n Bestuurder, kondukteur of bestuurder-kondukteur wat minstens twaalf jaar ononderbroke diens by dieselfde werkgever gehad het, hetsy voor of na hierdie ooreenkoms in werking getree het, moet deur daardie werkgever, benewens die loon voorgeskryf vir sodanige werknemer in kolom (C) van subklousule (1) van dié klousule, 'n dienstoelae van minstens R1.20 per week betaal word ten opsigte van alle verdere ononderbroke diens by dieselfde werkgever, hetsy voor of na hierdie Ooreenkoms van krag geword het.

Minimum Hourly Wage.

A.		B.		C.	
R	c	R	c	R	c

(d) Conductors (other than those on location services)—

For the first year of service.....	0 23½	0 13½	0 37
For the second year of service...	0 24	0 13½	0 37½
For the third year of service.....	0 25	0 13½	0 38½
For the fourth year of service...	0 27	0 14	0 41
For the fifth year of service.....	0 27½	0 15	0 42½
For the sixth year of service.....	0 28	0 15	0 43
For the seventh year of service...	0 29	0 15	0 44
For the eighth year of service....	0 30	0 15	0 45
For the ninth year of service....	0 31	0 15	0 46
For the tenth year of service....	0 32	0 15	0 47
For the eleventh year of service...	0 32½	0 15	0 47½
Thereafter.....	0 33	0 15	0 48

(e) Probationary drivers (other than those on location services).....

A.		B.		C.	
R	c	R	c	R	c

(f) Probationary conductors (other than those on location services).....

A.		B.		C.	
R	c	R	c	R	c

(g) Drivers on location services—

For the first year of service...	0 16	0 9	0 25
For the second year of service...	0 17	0 9	0 26
Thereafter.....	0 17½	0 10	0 27½

(h) Conductors on location services—

For the first year of service....	0 13½	0 7½	0 21
For the second year of service...	0 14	0 8½	0 22½
Thereafter.....	0 15	0 9	0 24

(i) Probationary drivers on location services.....

A.		B.		C.	
R	c	R	c	R	c

(j) Probationary conductors on location services.....

A.		B.		C.	
R	c	R	c	R	c

(k) Driver/conductor.—A driver other than a driver engaged on work carried out by the employer in terms of a contract with the South African Railways or engaged on Koffiefontein or Barkly West and Districts Services, when working as a driver/conductor, shall in addition to his ordinary rate of pay be paid an amount equal to 20 per cent of the wage applicable to him in terms of this clause.

Minimum Weekly Wage.

A.		B.		C.	
R	c	R	c	R	c

(l) Shed employees—

Nightforeman.....	12 00	6 05	18 05
Labourers.....	3 50	1 67½	5 17½
Watchmen.....	4 00	1 82½	5 82½

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

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

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

(4) *Cost of Living Allowance*.—The wage prescribed for employees in column (C) of sub-clause (1) of this clause includes any cost of living allowance payable in accordance with the provisions of War Measure No. 43 of 1942, as amended from time to time; provided that if any amount in column (A) of that sub-clause plus cost of living allowance thereon calculated in terms of War Measure No. 43 of 1942 as amended from time to time should exceed the corresponding prescribed minimum weekly or hourly wage reflected in column (C), the latter shall be increased by not less than such excess.

(5) An employee who at the date of coming into operation of this Agreement is in receipt of a wage in excess of that prescribed in this clause shall continue to receive such higher wage; provided that in the event of a conductor being promoted to a driver his commencing wage shall be not less than the wage he received as a conductor.

(6) *Service Allowance*.—A driver, conductor or driver/conductor who has had not less than twelve years continuous service with the same employer whether before or after the coming into operation of this Agreement, shall be paid by that employer, in addition to the wage prescribed for such employee in column (C) of sub-clause (1) of this clause, a service allowance in respect of all further continuous employment with such employer, whether before or after the coming into operation of this Agreement, of not less than R1.20 per week.

5. BETALING VAN LONE EN TOELAES.

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

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

(3) 'n Werknemer kan geen boetes opgelê en geen aftrekkings van watter aard ook al kan van sy besoldiging gemaak word nie, uitgesonderd die volgende:—

- Die werkgever mag van die weekloon van 'n bestuurder of kondukteur wat, uitgesonderd op las van sy werkgever, nie op 'n dag die hele werkdag wat vir daardie dag aan hom toegewys is, werk nie, een uur se loon vir elke volle uur wat nie gewerk is nie, aftrek; met dien verstande dat die werkgever van die weekloon van 'n bestuurder of kondukteur wat, deurdat hy op enige dag laat vir werk gekom het, die skof wat vir daardie dag aan hom toegewys is, mis, en wat op so 'n dag 'n kleiner getal ure as die getal ure van die skof werk, die verskil tussen sy loon, teen die voorgeskrewe uurloon vir die getal ure wat werklik gewerk is, en vir die getal ure van die skof kan aftrek.
- Met die skriftelike toestemming van die werknemer kan bedrae vir verlof-, siekte-, versekerings-, voorsorgs- of pensioenfondse afgetrek word.
- Aftrekkings wat deur 'n werknemer gemagtig word vir skade wat as gevolg van die erkende en bewese nalatigheid van die werknemer aan die werkgever berokken is.
- Ander aftrekkings waarvoor die vakvereniging, die werknemer en die werkgever onderling ooreenkom.
- Aftrekkings kragtens klousule 19.
- Enige bedrae wat die werkgever verplig is om kragtens 'n Wet, Ordonnansie, of regsgeding ten behoeve van die werknemer te betaal.
- Met die skriftelike toestemming van die werknemer, aftrekkings vir vakverenigingsfondse.

6. WERKURE EN OORTYD.

(1) *Bestuurders, kondukteurs, en bestuurder-kondukteurs.*—'n Bestuurder of kondukteur of 'n bestuurder-kondukteur moet in elke loonweek minstens een dag vry toegestaan word.

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

(3) (a) Behoudens die bepalings van subklousule (b) van hierdie klousule, moet bestuurders, kondukteurs, bestuurder-kondukteurs, leerlingbestuurders of leerlingkondukteurs betaal word teen die skaal van een en 'n half maal hulle uurloon ten opsigte van alle werkdag wat 8 uur op enige dag te bowe gaan.

(b) Wanneer ook al die tyd wat 'n bestuurder, kondukteur, bestuurder-kondukteur, leerlingbestuurder of leerlingkondukteur op diens is, of hy op sy gewone skof of oortyd werk, oor 'n tydperk van langer as 12 uur op 'n dag versprei word, is hy geregtig om sy uurloon te verdubbel ten opsigte van die tyd gewerk na twaalf uur verstryk het.

Vir die toepassing hiervan beteken 'n dag die tydperk tussen middernag op een dag en middernag op die daaropvolgende dag.

(c) Ten einde werkdag te bereken, moet die 20 minute spesiale toelating aan bestuurders, kondukteurs, leerlingbestuurders en leerlingkondukteurs en die 30 minute spesiale toelating aan bestuurder-kondukteurs in sodanige werkdag ingesluit word.

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

(5) (a) 'n Werknemer van wie vereis word om op sy rusdag te werk, moet dubbel sy uurloon ontvang vir die tyd aldus gewerk.

(b) *Loodswerknemers.*—(i) Van 'n loodswerknemer kan vereis word om op enige dag van die week te werk; met dien verstande dat as hy op 'n Sondag moet werk, hy minstens dubbel sy gewone loonskaal betaal moet word ten opsigte van die totale tydperk op so 'n Sondag gewerk, of besoldiging van minstens dubbel die gewone besoldiging wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk, na gelang van die hoogste.

(ii) Die uurloon in hierdie Ooreenkoms vir 'n loodswerker voorgeskryf, is die uurloon vir werkdag van hoogstens 46 uur in 'n week oor 'n week van 5 tot 6 dae versprei na gelang van die vereistes van die diens. Wanneer werkdag 46 uur in 'n week oorskry, moet die uurloon vir die oortyd vir alle loodswerkers, uitgesonderd 'n wag, met 50 persent verhoog word; met dien verstande dat hoogstens 10 uur oortyd in 'n week gewerk mag word.

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

- Meer as 8 uur en 12 minute van Maandae tot Vrydae en 5 uur op Saterdag as die 46 uur oor 6 dae versprei is; of

5. PAYMENT OF WAGES AND RATES.

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

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

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

- The employer may deduct, from the weekly wages of a driver or conductor, who, except on the employee's instruction does not work on any day, the whole of the working time assigned to him for that day, one hour's wage for each completed hour of such time not worked, provided that the employer may deduct from the weekly wage of a driver or conductor who, through arriving late for duty on any day, misses his allotted shift for that day and who is employed for a lesser number of hours, such a day than the number of hours of such shift, the difference between his wage at the prescribed hourly wage for the number of hours actually worked and the number of hours of such shift.
- With the written consent of the employee deductions may be made for holiday, sick, insurance, provident or pension funds.
- Deductions authorised by an employee in respect of damages occasioned to the employer by the admitted or proved negligence of the employee.
- Any other deduction that may be mutually agreed upon among the union, the employee and the employer.
- Deductions in terms of clause 19.
- Any amount paid by the employer compelled by any law or ordinance or legal process to make payment on behalf of an employee;
- with the written consent of the employee deductions may be made to trade union funds.

6. HOURS OF WORK AND OVERTIME.

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

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

(3) (a) Subject to the terms of sub-clause (b) of this clause, drivers, conductors, driver/conductors, probationary drivers and probationary conductors shall be paid at the rate of one and one-half times their hourly wage in respect of all working time in excess of 8 hours in any one day.

(b) Whenever the time that a driver, conductor, driver/conductor, probationary driver or probationary conductor is on duty, whether on his ordinary shift or when working overtime is spread over a period of more than 12 hours on any one day, he shall be entitled to double his hourly wage in respect of the time worked after 12 hours have expired.

For the purpose thereof a day shall mean the period between midnight on one day, and midnight on the next day.

(c) In calculating working time the 20 minutes special allowance to drivers, conductors, probationary drivers and probationary conductors and the 30 minute special allowance to driver/conductors shall be included in such working time.

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

(5) (a) An employee who is required to work on his day off rest shall be paid double his hourly wage for the time so worked.

(b) *Shed Employees.*—(i) A shed employee may be required to work on any day of the week; provided that if he is required to work on a Sunday he shall be paid at a rate not less than double his ordinary rate of remuneration in respect of the period worked on such Sunday, or remuneration which is less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, which is the greater.

(ii) The hourly wage prescribed in this Agreement for a shed employee is the hourly wage for working time not exceeding 46 hours in a week to be spread over a six-day or five-day week as the requirements of the service determine. When the working time exceeds 46 hours in a week the hourly wage for such excess time shall for all shed employees other than a watchman be increased by 50 per cent; provided that not more than 10 hours overtime may be worked in any week.

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

- more than 8 hours and 12 minutes from Monday to Friday and 5 hours on Saturdays if the 46 hours are spread over 6 days; or

(ii) meer as 9 uur en 12 minute per dag as die 46 uur oor 5 dae versprei is; of om 'n aaneenlopende tydperk van meer as 5 uur sonder 'n ononderbroke pouse van minstens 1 uur te werk; met dien verstande dat by die toepassing van hierdie paragraaf, tydperke van werk wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend beskou moet word.

(6) Behoudens die bepalings van paragraaf (b) van subklousule (i) van dié klousule, is 'n werknemer wat uitgeroep word om ortyd te werk, in teenstelling met een wie se skof verleng word, regtig op 'n minimum van twee uur se besoldiging teen een 'n half maal sy loon; met dien verstande dat indien 'n werknemer meer as twee uur oortyd werk, hy teen een en 'n half maal loon besoldig moet word ten opsigte van die totale ure aldus werk.

1. DISCIPLINE EN BEVOEGDEHEID.

(a) Die vakvereniging onderneem om met die werkgever saam werk vir die handhawing van dissipline onder sy lede wat by 'n werkgever in diens is en om traagheid, nalatigheid, ongevoelzaamheid, of verontagsaming van die munisipale of die werkgever se regulasies te vernie.

(b) Skendings van die dissipline moet deur die werkgever gehandeld word, maar indien die vakvereniging dit nodig ag, n 'n werkwinkelvertegenwoordiger aanwesig wees wanneer 'n ak oorweeg word.

(c) Die werkgever kan van tyd tot tyd van bestuurders en inducteurs vereis om hom te oortuig dat hulle nog die verhogings aan hulle aanstellings verbonde, nakom.

8. OPENBARE VAKANSIEDAE EN JAARLIKSE VERLOF.

(1) (a) Alle werknemers, of hulle aangesê word om op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk al dan nie, moet vir elke sodanige dag 'n bedrag van minstens die ekwivalent van die weekloon van die werknemer ontvang, gedeel deur die getal dae wat hy in daardie week sou werk het as daar geen vakansiedag was nie.

(b) Elke werknemer van wie dit vereis word om op die dae genoem in klousule (a), te werk en wat aldus werk, moet, bevrees die besoldiging waarvoor in genoemde klousule voorsiening gemaak word, vir die tyd wat aldus gewerk word, teen 'n gewone skaal besoldig word.

(2) (a) Elke werknemer moet 18 opeenvolgende werkdade verlof met volle betaling kry vir elke jaar diens tot en met vyf jaar dieselfde werkgever. Ten opsigte van die sesde en elke daaropvolgende jaar diens by dieselfde werkgever, is 'n werknemer regtig op 24 opeenvolgende werkdade verlof met volle betaling.

(b) 'n Werknemer wat 20 jaar diens by dieselfde werkgever voltooi het, is benewens die verlof hierin voorgeskrif, geregtig op 'n ekstra tydperk van een maand verlof met volle betaling.

Die werkgever moet die tyd vasstel wanneer die verlof geneem moet word, maar as hy die verlof nie vroeër toegestaan het nie, moet dit binne drie maande na beëindiging van elke 12 maande diens toegestaan word.

(b) 'n Werknemer wat in enige diensjaar meer as twee maande as 12 maande in diens was, moet by beëindiging van sy diens vir elke volle maand diens in plaas van verlof minstens sy loon vir 'n werkdag van 8 uur betaal word.

(c) Vir verlofdoeleindes moet, die diens van 'n werknemer gereken word vanaf die datum waarop hy laas op verlof geregtig is, of vanaf die datum waarop sy diens by die werkgever begin het, of vanaf 'n datum een jaar voordat hierdie reenkoms in werking getree het, na gelang van die jongste.

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

(e) 'n Werknemer wat ingevolge paragraaf (a) van hierdie subklousule op verlof geregtig geword het en wie se dienskontrak beëindig word voordat die verlof toegestaan is, moet by diensbeëindiging, in plaas van verlof, die bedrae betaal word wat in paragraaf (a) en (b) van hierdie subklousule genoem word.

9. SIEKTEVERLOF.

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

(2) 'n Arbeider of wag wat minstens ses maande in diens by die werkgever was en wat langer as twee dae van die werk versig is deur siekte wat nie die gevolg van sy eie wangedrag is nie, moet minstens die weekloon betaal word wat ingevolge klousule (1) (i) en (4) van klousule 4 van hierdie Ooreenkoms hom van toepassing is, gedeel deur 6 vir elke dag van sodanige afwesigheid van hoogstens 12 werkdade altesaam in 'n jaar diens, eken vanaf die datum waarop die werknemer tot sy werkgever diens getree het.

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

(6) Subject to the provisions of paragraph (b) of sub-clause (3) of this clause an employee who is called out to perform overtime work, as distinct from one whose shift is extended, shall be entitled to a minimum of two hours wages at the rate of time and one-half; provided that where the employee works overtime in excess of two hours he shall be paid at the rate of time and one-half in respect of the total number of hours so worked.

7. DISCIPLINE AND QUALIFICATION.

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

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

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

8. PUBLIC HOLIDAYS AND ANNUAL LEAVE.

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

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

2. (a) Each employee shall be given 18 consecutive working days leave of absence on full pay in respect of each year of service up to and including five years with the same employer.

In respect of the sixth and each of the subsequent years of service with the same employer, an employee shall be entitled to 24 consecutive working days leave of absence on full pay.

An employee who has completed 20 years service with the same employer shall, in addition to the leave prescribed herein, be entitled to one extra period of one month's leave on full pay.

The employer shall fix the time when such leave shall be taken, but if he shall not have granted to the employee the period of leave at an earlier date such leave shall be granted within three months after the termination of each 12 months' service.

(b) An employee who in any year of service is employed for more than two months but less than 12 months shall, on the termination of his service, for each completed month of such service be paid in lieu of such leave not less than his wage for a day of 8 working hours.

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

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

(e) An employee who has become entitled to a period of leave in terms of paragraph (a) of this sub-clause, and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid in respect of such leave the amounts referred to in paragraphs (a) and (b) of this sub-clause.

9. SICK LEAVE.

(1) An employee, other than a labourer or watchman, who has been in the employ of the employer for not less than six months and who is absent from work owing to sickness not caused by his own neglect or misconduct and not covered by the Workmen's Compensation Act, 1941, shall be paid not less than 60 per cent of the weekly remuneration applicable to him in terms of section 4 of this Agreement, divided by six for each day of such absence not exceeding 24 working days in the aggregate in any year of employment, calculated from the date on which the employee entered his employer's service.

(2) A labourer or watchman who has been in the employ of the employer for not less than six months and who is absent from work for more than two days through sickness not caused by his own neglect or misconduct, shall be paid not less than the weekly remuneration applicable to him in terms of sub-sections (1) (i) and (4) of section 4 of this Agreement, divided by six for each day of such absence not exceeding 12 working days in the aggregate in any year of employment, calculated from the date on which the employee entered the employer's service.

(3) 'n Werknemer wat nie vir die volle tydperk van 24 werkdade, soos bepaal in subartikel (1) van hierdie klousule vanweë siekte van sy werk afwesig was nie, kan enige siekteverlof wat kragtens hierdie Ooreenkoms aan hom verskuldig is, oor 'n maksimum tydperk van drie agtereenvolgende jare laat ooploop; met dien verstande dat die totale siekteverlof wat deur enige werknemer geneem word, in enige sodanige tydperk van drie agtereenvolgende jare nie 72 dae mag oorskry nie.

(4) Die werkgever kan die voorlegging van 'n sertifikaat eis, onderteken deur 'n geregistreerde mediese praktisyn, wat die aard en die duur van die siekte aantoon vir elke tydperk van afwesigheid waarvoor besoldiging deur enige werknemer geëis word.

10. UNIFORMS.

Ná voltooiing van 3 maande diens by dieselfde werkgever, is elke bestuurder, kondukteur of bestuurder-kondukteur geregtig op die uitreiking van die volgende uniform:—

- 1 Tuniek elke twee jaar.
- 2 Broeke elke jaar.
- 1 Pet elke jaar.
- 3 Hemde elke jaar.
- 1 Reënjas elke vier jaar.

Wanneer hy die diens van 'n werkgever verlaat, moet elke bestuurder, kondukteur of bestuurder-kondukteur een volledige uniformuitreiking soos hierin aangedui, teruggee.

11. DIENSBEEÏNDIGING.

'n Werknemer of werkgever moet minstens 24 uur opsegging vir beëindiging van die dienskontrak gee en die opsegging is met ingang van die gewone betaaldag van die werknemer.

Hierdie artikel mag nie inbreuk maak op onderstaande nie:—

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

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

12. GETALLEVERHOUDING.

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

13. VRYSTELLINGS.

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

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

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

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

waarop en waarvoor vrystelling verleen kan word.

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

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

14. LIDMAATSKAP VAN VAKVERENIGING.

(a) Die werkgever mag geen persoon wat nie lid is van die vakvereniging vir 'n tydperk van langer as een maand in diens neem nie; met dien verstande dat, benewens die regte van 'n persoon kragtens artikel een-en-veertig (10) van die Wet, hierdie klousule nie van toepassing is nie, wanneer, na die mening van die Raad, lidmaatskap van die vereniging geweier is sonder goeie en voldoende oorsaak en die persoon wat om lidmaatskap van die vereniging aansoek gedoen het die Raad binne 30-dae van sodanige weiering in kennis gestel het.

(b) Hierdie artikel is nie op inspekteurs, voormanne, stoor-manne, klerklike werknemers, arbeiders, lokasiebestuurders, lokasiekondukteurs, lokasiebestuurder-kondukteurs en werknemers wat nie vir lidmaatskap van die vakvereniging in aanmerking geneem kan word nie, of op enige immigrant gedurende die eerste jaar na sy aankoms in die Republiek van Suid-Afrika van toepassing nie; met dien verstande dat ingeval 'n immigrant te eniger tyd na die eerste drie maande vanaf die aanvang van sy diens in die bedryf 'n uitnodiging van die vakvereniging om lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik in werking tree, en die werkgever van sodanige immigrant moet hom nie vir 'n tydperk van langer as 'n week in diens hou nie, gereken vanaf die datum van sodanige weiering.

15. TOEPASSING VAN DIE OOREENKOMS.

Die Raad is verantwoordelik vir die toepassing van die Ooreenkoms en kan ter voorligting van die werkgever en werknemers menings uiter wat nie met die bepalings daarvan strydig is nie.

16. PERSONE ONDER DIE OUDERDOM VAN 17 JAAR.

Geen persoon onder die ouderdom van 17 jaar mag in die bedryf in diens wees nie.

(3) An employee who has not been absent from work due to sickness as provided in sub-section (1) of this clause for the full period of 24 working days may accumulate any sick leave due to him by virtue of this Agreement over a maximum period of three consecutive years; provided that the total sick leave taken by any employee shall not exceed 72 days in any such period of three consecutive years.

(4) The employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the illness in respect of each period of absence for which payment is claimed by any employee.

10. UNIFORMS.

After the completion of 3 months' service with the same employer, every driver, conductor or driver/conductor shall be entitled to the following uniform issue:—

- 1 Tunic every two years.
- 2 Pairs of trousers every year.
- 1 Cap every year.
- 3 Shirts every year.
- 1 Raincoat every four years.

On leaving the service of the employer, each driver, conductor or driver/conductor shall return one complete uniform issue as stated herein.

11. TERMINATION OF SERVICE.

An employee or the employer shall give not less than 24 hours' notice to terminate the contract of service, such notice to run from the ordinary pay-day of the employee.

This section shall not affect—

- (a) the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;
- (b) any agreement between the employer and an employee which provides for a period of notice longer than 24 hours.

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

12. RATIO.

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

13. EXEMPTIONS.

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

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

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

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

under and during which such exemptions may be granted.

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

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

14. TRADE UNION MEMBERSHIP.

(a) The employer shall not employ any person for a period longer than one month who is not a member of the trade union provided that, apart from the rights of a person in terms of section fifty-one (10) of the Act, this clause shall not apply where in the opinion of the Council, membership of the union has been refused without good and sufficient cause and the applicant's membership of the union has notified the Council within 30 days of such refusal.

(b) This section shall not apply in respect of inspectors, foremen, storemen, clerical employees, labourers, location drivers, location conductors, location driver/conductors and employees not eligible for membership of the trade union or in respect of any 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 to become a member of it, the provisions of this clause 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.

15. ADMINISTRATION OF THE AGREEMENT.

The Council shall be the body responsible for the administration of the Agreement and may issue expressions of opinion inconsistent with its provisions for the guidance of the employer and employees.

16. PERSONS UNDER 17 YEARS OF AGE.

No person under the age of 17 years shall be employed in the industry.

7. VERTEENWOORDIGERS VAN DIE VAKVERENIGING OP DIE RAAD.

Die werkgewer moet aan enigiene van sy werknemers wat 'n verteenwoordiger op die Raad is, alle redelike fasiliteite verleen in sy pligte in verband met die Raad se werk na te kom.

18. AGENTE.

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

'n Agent kan enige inrigting betree en die werkgewer of enige erkener ondervra en aantekeninge van lone wat betaal, tyd at gewerk, en betalings wat vir oortyd geskied het, inspekteer om as te stel of hierdie Ooreenkoms nagekom word.

19. FONDSE VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry, moet die erkener 5c per week aftrek van die loon van elkeen van sy werknemers wat R10 of meer per week verdien en 2½c per week in die loon van elkeen van sy werknemers wat minder as R10 per week verdien en moet by die totaal wat aldus afgetrek is 'n lyke bedrag voeg.

(2) Alle bedrae wat ooreenkomstig die bepalings van subartikel 1 van hierdie klousule ingevorder is, moet, tesame met 'n staat in die getal werknemers in diens aantoon, asook die klas waarin hulle werksaam is, voor of op die 15de dag van elke maand aan die Sekretaris van die Raad gestuur word.

Namens die partye op hede die tiende dag van April 1961 in Kimberley onderteken.

D. POTGIETER,
Voorsitter van die Raad.
T. ROOS,
Ondervoorsitter van die Raad.
W. S. DICKERSON,
Sekretaris van die Raad.

No. 82.] [16 Junie 1961.
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.**

ADPASSASIEVERVOERBEDRYF, KIMBERLEY.

Namens die Minister van Arbeid verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Padpassasiersvervoerbedryf, Kimberley, gepubliseer by Goewermentskennisgewing No. 81 van Junie 1961, oor die algemeen vir persone wie se skure en besoldiging ten opsigte van oortyd, openbare sdae en werk op Sondag en openbare feesdae daarby reël word, nie minder gunstig is nie as die ooreenkomende bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 83.] [16 Junie 1961.
WET OP OORLOGSMAATREËLS, 1940.

**SKORTING VAN BETALING VAN LEWENS-
KOSTETOELAES BETAALBAAR INGEVOLGE
OORLOGSMAATREËL No. 43 VAN 1942, SOOS
GEWYSIG.**

ADPASSASIEVERVOERBEDRYF, KIMBERLEY.

Namens die Minister van Arbeid skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepalings van subregulasie (1) van regulasie vier van die ulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, hierby die bepalings van subregulasie (1) van regulasie 2 en subregulasie (2) van regulasie van genoemde regulasies op ten opsigte van alle knemers vir wie besoldiging in klousule 4 van die reenoms vir die Padpassasiersvervoerbedryf, Kimberley, gepubliseer by Goewermentskennisgewing No. 81 16 Junie 1961, voorgeskryf word.

M. VILJOEN,
Adjunk-minister van Arbeid.

17. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

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

18. AGENTS.

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

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

19. COUNCIL FUNDS.

(1) For the purpose of meeting the expenses of the Council, the employer shall deduct 5c per week from the wages of each of his employees earning R10 or more per week and 2½c per week from the wages of each of his employees earning less than R10 per week and to the amount so deducted shall add an equal amount.

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

Signed at Kimberley on behalf of the parties this 10th day of April 1961.

D. POTGIETER,
Chairman of the Council.
T. ROOS,
Vice-Chairman of the Council.
W. S. DICKERSON,
Secretary of the Council.

No. 82.] [16 June 1961.
**FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.**

**ROAD PASSENGER TRANSPORT INDUSTRY,
KIMBERLEY.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Road Passenger Transport Industry, Kimberley, published under Government Notice No. 81 of the 16th June, 1961, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

No. 83.] [16 June 1961.
WAR MEASURE ACT, 1940.

**SUSPENSION OF PAYMENT OF COST OF LIVING
ALLOWANCES PAYABLE UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.**

**ROAD PASSENGER TRANSPORT INDUSTRY,
KIMBERLEY.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, acting in terms of sub-regulation (1) of regulation four of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of sub-regulation (1) of regulation 2 and sub-regulation (2) of regulation 3 of the said regulations in respect of all employees for whom remuneration is prescribed in terms of clause 4 of the Agreement for the Road Passenger Transport Industry, Kimberley, published under Government Notice No. 81 of the 16th June, 1961.

M. VILJOEN,
Deputy-Minister of Labour.