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*Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.*

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

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 668.] [27 Maart 1953.
NYWERHEID-VERSOENINGSWET, 1937.

PADPASSASIEVERVOERONDERNEMING, DURBAN.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) soos toegepas deur subartikel (6) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en wat betrekking het op die Padpassasiersvervoeronderneming van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar na genoemde tweede Maandag bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van die organisasie of vereniging is;
- (b) kragtens subartikel (2) soos toegepas deur subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 20 van genoemde Ooreenkoms van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar na genoemde tweede Maandag bindend is vir die ander werkgewers en werknemers betrokke by of in diens van genoemde onderneming, in die munisipale gebied van Durban; en
- (c) kragtens subartikel (4) soos toegepas deur subartikel (6) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 20 van genoemde Ooreenkoms van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar na genoemde tweede Maandag in die munisipale gebied van Durban *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde bedryf wat nie by die woordomskrywing van die uitdrukking „werknemer”, vervat in artikel een van die genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 668.] [27 March 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

ROAD PASSENGER TRANSPORTATION UNDERTAKING, DURBAN.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) as applied by sub-section (6) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Road Passenger Transportation Undertaking shall be binding from the second Monday after the date of publication of this notice and for the period ending two years after the said second Monday upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that Union;
- (b) in terms of sub-section (2) as applied by sub-section (6) of section *forty-eight* of the said Act, declare, that the provisions contained in clauses 3 to 20 (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 two years after the said second Monday, upon the other employers and employees engaged or employed in the said Undertaking in the Municipal area of Durban; and
- (c) in terms of sub-section (4) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that in the Municipal area of Durban and from the second Monday after the date of publication of this notice, and for the period ending two years after the said second Monday, the provisions contained in clauses 3 to 20 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry which are not included in the definition of the expression “employee” contained in section one of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NYWERHEID-VERSOENINGSWET, 1937.

OOREENKOMS

ingevolge die Nywerheid-versoeningswet, 1937, gesluit deur die

„Durban Non-European Bus Employees' Union”

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

„Bus Owners' Association”

(hierna „die werkgewers” of „die werkgewersorganisasie” genoem) aan die ander kant, wat die partye is by die Versoeningsraad wat deur die Minister van Arbeid aangestel is.

1. TOEPASSING VAN OOREENKOMS.

Hierdie ooreenkoms is in die munisipaliteitsgebied Durban van toepassing op alle werknemers in die padpassasiersonderneming wat lede van die vakvereniging is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, en op die werkgewers van sulke werknemers wie se voertuie tussen eindpunte binne die munisipaliteitsgebied Durban loop en wat lede van die werkgewersorganisasie is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie ooreenkoms tree in werking op 'n datum wat die Minister ingevolge artikel *agt-en-veertig* van die Nywerheids-versoeningswet, 1937, vasstel, en bly van krag vir twee jaar of vir 'n tydperk wat hy vasstel.

3. WOORDEBEPALINGS.

Tensy die teendeel klaarblyklik bedoel word, het uitdrukkings in hierdie Ooreenkoms wat in die Nywerheid-versoeningswet, 1937, omskryf word, dieselfde betekenis as in die wet; verwysings na 'n wet sluit wysigings daarvan in woorde wat die manlike geslag aandui, sluit vrouens in; en tensy dit strydig is met die verband, beteken—

„los kondukteur”, 'n kondukteur wat vir hoogstens drie dae per week by dieselfde werkgewer in diens is;

„los bestuurder”, 'n bestuurder wat vir hoogstens drie dae per week by dieselfde werkgewer in diens is, maar sluit nie 'n deeltydse bestuurder in nie;

„kondukteur”, 'n werknemer, buiten 'n bestuurder, wat reisgeld op 'n padpassasiersvoertuig invorder en die nodige aantekeninge kan hou oor die reisgeld wat ontvang en/of die reise wat onderneem is;

„dag”, die tydperk van 24 uur vandat die werknemer met sy werk begin;

„bestuurder”, 'n werknemer wat oor 'n padpassasiersvoertuig toesig hou en dit bestuur en wat reisgeld kan insamel, 'n kondukteur se pligte kan onderneem en kleiner herstelwerk aan die voertuig kan doen;

„ervaring”, met betrekking tot 'n bestuurder, kondukteur of tydpnemer, die totale tydperk of tydperke diens onderskeidelik as bestuurder, kondukteur of tydpnemer;

„werkure”, tyd wanneer bestuur en/of reisgeld ingevorder word en alle werktydperke in verband met die voertuig of sy passasiers, die oorneem of terugplasing in die loods van die voertuig, aantekeninge hou, kontant geld inbetaal, inspeksiewerk, tydpname en alle tydperke wat 'n werknemer ter beskikking van sy werkgewer is;

„inspekteur”, 'n werknemer wat voltyds of hoofsaaklik een of meer van die volgende werksaamhede verrig:—

Toesig hou oor die toepassing van roosters; die getal passasiers nagaan wat met sy werkgewer se voertuie reis; kaartjies ondersoek wat deur kondukteurs of bestuurders aan passasiers uitgereik word; kaarte ondersoek; passasiers se klagtes ondersoek, en in die algemeen sy werkgewer se instruksies aangaande die ondersoek van sy voertuie, werknemers en inrigting uitvoer;

„deeltydse bestuurder”, 'n bestuurder wat op hoogstens twee dae per week by dieselfde werkgewer in diens is en wie se werkure hoogstens twee per dag is;

„stukwerk”, enige stelsel waarvolgens 'n werknemer se besoldiging gebaseer word op die getal reise onderneem, die afstand afgelê, die getal passasiers vervoer of die bedrag aan reisgeld ingevorder, afgesien van die getal ure gewerk;

„padpassasiersvervoeronderneming”, die onderneming waarin werkgewer en werknemer verbonde is om enige persoon of persone vir vergoeding op 'n openbare pad te vervoer deur middel van 'n voertuig (behalwe 'n voertuig in besit van en beheer deur die Suid-Afrikaanse Spoorweg- en Haweadministrasie of 'n munisipaliteit of plaaslike bestuur) ontwerp vir voorbeweging anders as deur die krag van mens of dier en bedoel om meer as sewe persone met inbegrip van die bestuurder te vervoer;

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1937.

AGREEMENT

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

The Durban Non-European Bus Employees' Union

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

The Bus Owners' Association

of the other part (hereinafter referred to as the “employers” or “employers' organisation”),

being parties to the Conciliation Board appointed by the Minister of Labour.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall apply in the municipal area of Durban to all employees who are members of the trade union and for whom minimum wages are prescribed in this Agreement employed in the Road Passenger Transportation Undertaking and to the employers of such employees whose vehicles operate to and from any termini in the municipal area of Durban and who are members of the employers' organisation.

2. PERIOD OF OPERATION OF AGREEMENT.

The Agreement shall come into operation as from a date to be determined by the Minister of Labour in terms of section *forty-eight* of the Industrial Conciliation Act, 1937, and shall remain in force for a period of two years or for such period as may be determined by him.

3. DEFINITIONS.

Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act; any reference to an Act includes any amendment thereof; words importing the masculine gender include females; further, unless inconsistent with the context:—

“casual conductor” means a conductor employed by the same employer for not more than three days in any week;

“casual driver” means a driver employed by the same employer for not more than three days in any week but does not include a part-time driver;

“conductor” means an employee other than a driver who collects fares on a road passenger transportation vehicle and who may keep the necessary records in connection with the fares received and/or the journeys undertaken;

“day” means the period of twenty-four hours calculated from the time the employee commences work;

“driver” means an employee who is in charge of and drives a road passenger transportation vehicle, and who may be responsible for the collection of fares, and may perform the duties of a conductor and make running repairs to the vehicle;

“experience” means in relation to a driver, conductor and time-keeper the total period or periods of employment which an employee has had as a driver, conductor and time-keeper respectively;

“hours of work” include all periods of driving and/or collecting fares and all periods of work in connection with the vehicle or its passengers, the taking over or garaging of the vehicle, keeping records, paying in cash, inspecting, time-keeping and all periods during which an employee is at the disposal of his employer;

“inspector” means an employee who is wholly or mainly engaged in one or more of the following duties:—

Supervising the operation of the time-tables, checking the number of passengers carried in his employer's vehicles, inspecting tickets issued to the passengers by conductors or drivers, examining charts, investigating complaints made by passengers, and generally carrying out any instructions received from his employer pertaining to inspections of his employer's vehicles, employees and establishment;

“part-time driver” means a driver who is employed by the same employer on more than two days in any week and whose hours of work are not more than two on any day;

“piece-work” means any system under which an employee's remuneration is irrespective of the hours worked based solely on the number of journeys undertaken, the mileage covered, the number of passengers carried or the amount of money or fares collected;

“Road Passenger Transportation Undertaking” means the undertaking in which employer and employee are associated for the purpose of conveying for reward on any public road any person or persons by means of any vehicle (other than a vehicle owned and controlled by the South African Railways and Harbours Administration or by any Municipality or other local authority) designed for propulsion other than by human or animal power and intended to carry more than seven persons simultaneously, including the driver;

„padpassasiersvoertuig”, ’n voertuig (behalwe ’n voertuig in besit van en beheer deur die Suid-Afrikaanse Spoorweg- en Haweadministrasie of ’n munisipaliteit of ander plaaslike bestuur) ontwerp vir voortbeweging anders as deur die krag van mens of dier en bedoel om meer as sewe persone, met inbegrip van die bestuurder, op ’n openbare pad vir vergoeding te vervoer;

„korttyd”, ’n tydelike vermindering van die getal gewone werkers weens ’n defek aan ’n padpassasiersvoertuig;

„werkdag”, die tydperk per dag van die tyd waarop die werknemer begin werk het tot die tyd waarop hy sy werk voltooi;

„tydopnemer”, ’n werknemer wat by ’n bustermibus geplaas word om oor die werkverrigting van busse, toesig te hou volgens ’n rooster wat deur sy werkgever en deur die plaaslike Padvervoerraad goedgekeur is;

„arbeider”, ’n werknemer wat voltyds of hoofsaaklik een of meer van die volgende werksaamhede verrig:—

- persele, diere, masjinerie, gereedschap, voertuie of ander artikels skoonmaak;
- laai en aflaai;
- artikels dra, verskuif of opstapel; voertuie stoot of trek;
- rantsoene kook of tee of soortgelyke drank maak of aan werknemers bedien;
- briewe, boodskappe of goedere te voet of per fiets, driewieler of handvoertuig aflewer;
- kampongs, latrines, stalle, buitegeboue en soortgelyke geboue en bouwerke afwit;
- persele, eiendom of voertuie bewaak;
- met die bewaring van orde by die bustermibus behulpsaam wees; beheer uitoefen oor toue passasiers wat vir sy werkgever se voertuie wag; ander werk van ’n soortgelyke aard;

„loon”, die deel van die besoldiging wat in kontant aan ’n werknemer betaalbaar is ten opsigte van die gewone werkeure wat in klousule 6 voorgeskryf word.

4. BESOLDIGING.

(1) Hieronder volg die minimum loon wat ’n werkgever aan verskillende klasse werknemers moet betaal:—

	Per week.	
	£	s. d.
(a) Inspekteur.....	4	5 0
(b) Tydopnemer:—		
Gedurende eerste ses maande ervaring.....	3	3 0
Daarna.....	3	10 0
(c) Bestuurder:—		
Gedurende eerste drie maande ervaring.....	3	15 6
Daarna.....	4	4 0
(d) Kondukteur:—		
Gedurende eerste drie maande ervaring.....	2	0 0
Daarna.....	2	2 0
(e) Deeltydse bestuurder.....	2	0 0
(f) Arbeider.....	1	12 6
(g)		
	Vir ’n diens- tydperk van vier uur of minder.	Vir ’n diens- tydperk van minstens vier uur per dag.
	s. d.	£ s. d.
Los bestuurder.....	10 0	1 0 0
Los kondukteur.....	5 0	10 0

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die basis van dienskontrak van ’n werknemer behalwe ’n los kondukteur en ’n los bestuurder weekliks en behalwe soos bepaal in klousule 5 (6) moet ’n werknemer ten opsigte van ’n week minstens die volle weeklikse loon voorgeskryf in subklousule (1) vir ’n werknemer van sy klas betaal word, of hy in daardie week die maksimum getal gewone ure voorgeskryf in klousule 6 (1) of minder gewerk het.

(3) *Berekening van maandelikse loon.*—As ’n werknemer ingevolge klousule 5 (1) maandeliks betaal word, moet sodanige loon bereken word teen vier-en-een-derde maal die loon voorgeskryf in subklousule (1) vir ’n werknemer van sy klas.

(4) *Onderhoudstoelae.*—As ’n werknemer nie in staat is om vir sy nagrus na sy huis terug te keer nie, moet hy ’n onderhoudstoelae betaal word van minstens sewe sjelings en ses pennies benewens die loon van toepassing op hom ingevolge subklousule (1).

5. BETALING VAN BESOLDIGING.

(1) *Werknemers behalwe ’n los kondukteur en ’n los bestuurder.*—Behalwe soos bepaal in klousule 8 (3) moet bedrae verskuldig aan ’n werknemer behalwe ’n los kondukteur en ’n los bestuurder weekliks kontant betaal word, of by ooreenkoms maandeliks nie later as dertig minute na voltooiing van die dag se werk op die gewone betaaldag nie of by diensbeëindiging as dit plaasvind voor die gewone betaaldag, en moet in ’n koeverf of ander houër wees wat die werkgever en werknemer se name, die werknemer se beroep, die getal gewone oortydure gewerk, die besoldiging verskuldig en die tydperk ten opsigte waarvan betaling gedoen word, aantoon.

„road passenger transportation vehicle” means any vehicle (other than a vehicle owned and controlled by the South African Railways and Harbours Administration or by any Municipality or local authority) designed for propulsion otherwise than by human or animal power and intended to carry for reward on any public road more than seven persons simultaneously, including the driver;

„short-time” means a temporary reduction in the number of ordinary hours of work due to the disablement of a road passenger transportation vehicle;

„spreadover” means the period in any day from the time when the employee first commences work until the time he finishes work on that day;

„time-keeper” means an employee who is stationed at any bus terminus and who supervises the operation of buses according to a time-table approved by his employer and the local road transportation board;

„labourer” means an employee who is wholly or mainly employed in one or more of the following capacities, duties or operations:—

- Cleaning premises, animals, machinery, implements, tools, utensils, vehicles, or other articles;
- loading or unloading;
- carrying, moving or stacking articles; pushing or pulling any vehicles;
- cooking rations or making tea or similar beverages or serving tea or other refreshments to employees;
- delivering letters, messages or goods on foot or by means of a bicycle, tricycle or manually propelled vehicle;
- limewashing compounds, latrines, stables, outbuildings and similar buildings or structures;
- guarding premises, property or vehicles;
- assisting in the maintenance of order at the bus terminus; keeping or controlling queues of passengers waiting to board his employer’s vehicles; and performing any other work of a similar nature;

„wage” means that portion of the remuneration payable to an employee in money in respect of the ordinary hours of work laid down in clause 6.

4. REMUNERATION.

(1) The minimum wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder:—

	Per week.	
	£	s. d.
(a) Inspector.....	4	5 0
(b) Time-keeper:—		
During the first six months of experience.....	3	3 0
Thereafter.....	3	10 0
(c) Driver:—		
During the first three months of experience.....	3	15 6
Thereafter.....	4	4 0
(d) Conductor:—		
During the first three months of experience.....	2	0 0
Thereafter.....	2	2 0
(e) Part-time driver.....	2	0 0
(f) Labourer.....	1	12 6
(g)		
	For a Period of Employment of More than Four Hours or Less.	For a Period of Employment of More than Four Hours but not More than Eight Hours on any Day.
	s. d.	£ s. d.
Casual driver.....	10 0	1 0 0
Casual conductor.....	5 0	0 10 0

(2) *Basis of Contract.*—For the purpose of this clause the basis of contract of employment of an employee other than a casual conductor and a casual driver shall be weekly and save as provided in clause 5 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class whether he has in that week worked the maximum of ordinary hours prescribed in clause 6 (1) or less.

(3) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is in terms of clause 5 (1) paid monthly the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (1) for an employee of his class.

(4) *Subsistence Allowance.*—Where an employee is unable to return to his home for his night’s rest he shall be paid a subsistence allowance of not less than seven shillings and sixpence in addition to the remuneration applicable to him in terms of sub-clause (1).

5. PAYMENT OF REMUNERATION.

(1) *Employees other than a Casual Conductor and a Casual Driver.*—Save as provided in clause 8 (3), any amount due to an employee other than a casual conductor and a casual driver, shall be paid in cash weekly or, by agreement, monthly, not later than thirty minutes after completion of the day’s work on the usual pay day or on termination of employment if this takes place before the usual pay day, and shall be contained in an envelope or other container showing the employer’s and employee’s names, the employee’s occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

(2) *Los kondukteur en los bestuurder.*—'n Werkgewer moet die loon verskuldig aan sy los kondukteur en los bestuurder kontant betaal by beëindiging van sy diens.

(3) *Premies.*—Geen betaling mag regstreeks, of onregstreeks aan 'n werkgewer gedoen of deur hom aangeneem word ten opsigte van die indiensneming of opleiding van 'n werknemer nie.

(4) *Koep van goedere.*—'n Werkgewer mag nie vereis dat sy werknemer goedere van hom of van 'n winkel of persoon deur hom aangewys, moet koop nie.

(5) *Kos en inwoning.*—Behalwe soos bepaal in die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, en in die Naturellearbeid Regelingswet, 1911, mag 'n werkgewer nie vereis dat sy werknemer by hom moet eet en/of inwoon of by 'n persoon of plek wat hy aanwys deur hom nie.

(6) *Boetes en kortings.*—'n Werkgewer mag geen boetes van sy werknemer hef of kortings van sy loon maak nie, behalwe onderstaande:—

- Met skriftelike toestemming van sy werknemer, 'n korting vir vakansie-, siekte-, versekerings-, voorsorg- of pensioenfondse;
- behalwe soos bepaal in klousule 9, as sy werknemer van werk af wegbly of afwesig is weens ongeval of siekte, 'n korting in verhouding met die afwesigheid;
- 'n korting van enige bedrag wat 'n werkgewer by 'n Wet of bevel van 'n bevoegde hof verplig of toegelaat word om te maak;
- 'n korting van 'n bedrag wat in klousules 14 en 16 van hierdie Oorlenkoms genoem word;
- as 'n werknemer ins'em of verplig word om ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturellearbeid Regelingswet, 1911, kos en/of inwoning van sy werkgewer aan te neem 'n korting van hoogstens die bedrae hieronder:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
(i) Kos	0 3 0	0 13 0
(ii) Inwoning	0 2 0	0 8 8
(iii) Kos en inwoning	0 5 0	1 1 8

- as die gewone werkure voorgeskryf in klousule 6 (1) weens korttyd verminder word, 'n korting van een-agen-veertigste van die weeklikse loon voorgeskryf in klousule 4 ten opsigte van elke uur van sodanige vermindering.

6. WERKURE, GEWONE EN OORTYD EN BETALING VIR OORTYD.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer behalwe 'n los kondukteur en 'n los bestuurder mag onderstaande nie oorskry nie:—

- Ag-en-veertig per week;
- nege per dag.

(2) Die gewone werkure van 'n los kondukteur en 'n los bestuurder mag hoogstens agt per dag wees.

(3) 'n Werkgewer mag nie vereis of toelaat dat sy werknemer vir meer as vyf opeenvolgende uur op 'n dag werk sonder 'n tussenpoos van minstens een uur wanneer geen werk verrig mag word nie, en so 'n tussenpoos word nie as deel van die gewone werkure of oortyd beskou nie.

(4) *Oortyd.*—Alle ure gewerk benewens die getal gewone werkure voorgeskryf in subklousules (1) en (2) vir 'n dag of week, moet as oortyd beskou word.

(5) *Beperking van oortyd.*—'n Werkgewer mag nie vereis of toelaat dat sy werknemer meer as onderstaande oortyd werk nie:—

- Twee uur per dag;
- twaaft uur per week.

(6) *Betaling vir oortyd.*—'n Werkgewer moet sy werknemer vir alle oortyd minstens een en een-half maal die loon voorgeskryf in klousule 4 (1) vir 'n werknemer van sy klas betaal.

(7) *Werkdag.*—Die gewone werkure en alle oortyd op 'n afsonderlike dag moet voltooi wees en alle etenstye moet ingesluit wees binne 'n werkdag van veertien uur.

7. WEEKLIKSE RUSTYDPERK.

'n Werkgewer moet elke werknemer een volle rusdag in elke sewe opeenvolgende dae toestaan, met dien verstande dat 'n werknemer verplig of toegelaat kan word om al die ander rusdag te werk, en met dien verstande verder dat waar 'n werknemer op die manier verplig of toegelaat word om op sy rusdag te werk, hy minstens 1½ maal die loon moet ontvang wat hy vir sy gewone werktydperk op 'n werkdag betaal word.

(2) *Casual Conductor and Casual Driver.*—An employer shall pay the remuneration due to his casual conductor and his casual driver in cash on termination of his employment.

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

(4) *Purchase of Goods.*—An employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him.

(5) *Board and Lodging.*—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, and in the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

(6) *Fines and Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration other than the following:—

- With the written consent of his employee, a deduction for holiday, sick, insurance, provident or pension funds.
- Save as provided in clause 9, when his employee absents himself from work or is absent owing to sickness or accident a deduction proportionate to the period of such absence.
- A deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make.
- A deduction of any amount referred to in clauses 14 and 16 of this Agreement.
- When an employee agrees or is required under the Natives (Urban Areas) Consolidation Act, 1945 or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer a deduction not exceeding the amount specified hereunder:—

	Per week.	Per month.
	s. d.	£ s. d.
(i) Board	3 0	0 13 0
(ii) Lodging	2 0	0 8 8
(iii) Board and Lodging	5 0	1 1 8

- Whenever the ordinary hours of work prescribed in clause 6 (1) are reduced on account of short time, a deduction of one forty-eighth of the wage prescribed in clause 4 in respect of each hour of such reduction.

6. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME.

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employer other than a casual conductor and a casual driver shall not exceed—

- forty-eight in any week;
- nine in any day.

(2) The ordinary hours of work of a casual conductor and a casual driver shall not exceed eight in any day.

(3) An employer shall not require or permit his employee to work for more than five consecutive hours on any day without an interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work or overtime.

(4) *Overtime.*—All time worked in excess of the number of ordinary hours of work prescribed in sub-clauses (1) and (2) for a day or a week shall be deemed to be overtime.

(5) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime for more than—

- two hours in any day;
- twelve hours in any week.

(6) *Payment for Overtime.*—An employer shall pay to his employee for all overtime worked by him, remuneration at a rate not less than one and one-half times the wage laid down in clause 4 (1) for an employee of his class.

(7) *Spreadover.*—The ordinary hours of work and all overtime worked by an employee in any one day shall be completed and all meal breaks shall be included within a spreadover of fourteen hours.

7. WEEKLY REST PERIOD.

An employer shall grant to each of his employees one complete day of rest in every seven consecutive days, provided that an employee may be required or permitted to work on alternative days of rest and provided further that where an employee is so required or permitted to work on such day of rest he shall be paid in respect of such day not less than one and one-half times the wage payable in respect of the period ordinarily worked by him on a working day.

8. JAARLIKSE VERLOF.

(1) Onderworpe aan subklousule (2) moet 'n werkgewer aan sy werknemer ten opsigte van elke volle jaar diens by hom veertien opeenvolgende werkdag verlof toestaan en moet so 'n werknemer ten opsigte van elke week daarvan minstens die weeklikse loon betaal wat hy onmiddellik voor die verlof ontvang het.

(2) Die verlof waarna in subklousule (1) verwys is, moet toegestaan word op 'n tydstop wat deur die werkgewer vasgestel word; met dien verstande dat—

- (i) as sodanige verlof nie vroeër toegestaan is nie, dit binne twee maande na die end van die betrokke diensjaar toegestaan moet word;
- (ii) die verlof nie mag saamval met siekteverlof ingevolge klousule 9 of met 'n tydperk wat die werknemer ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding moet ondergaan nie;
- (iii) as Nuwejaarsdag, Goeie-Vrydag, Geloftedag of Kersdag binne die verloftydperk val, nog 'n dag as 'n verdere verloftydperk met volle betaling bygevoeg moet word;
- (iv) 'n werkgewer geleentheidsverlof wat met volle betaling aan sy werknemer gedurende die betrokke jaar diens toegestaan is nadat die werknemer skriftelik daarop aansoek gedoen het, van die verloftydperk kan aftrek.

(3) *Verlofbesoldiging*.—Die besoldiging ten opsigte van jaarlikse verlof genoem in subklousule (1) moet voor of op die laaste werkdag voor die verlof betaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste of 'n daaropvolgende jaar diens by dieselfde werkgewer eindig voor die verloftydperk genoem in subklousule (1) opgeloop het, moet behalwe soos bepaal in die vierde voorbehoudsbepaling by subklousule (2) by beëindiging ten opsigte van elke volle maand van die tydperk van minder as een jaar minstens een-sesde van die weeklikse loon betaal word wat hy onmiddellik voor beëindiging ontvang het.

(5) 'n Werknemer wat geregtig is op 'n verloftydperk ingevolge subklousule (1) en wie se dienskontrak eindig voordat dit toegestaan is, moet by beëindiging die bedrag betaal word wat in subklousule (1) genoem is.

(6) Vir die toepassing van hierdie klousule word beskou dat by die uitdrukking „diens” inbegrepe is enige tydperk of tydperke wat 'n werknemer—

- (a) ingevolge subklousule (1) met verlof afwesig is;
- (b) ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding moet ondergaan;
- (c) op las of op versoek van sy werkgewer van werk afwesig is;
- (d) ingevolge klousule 9 met siekteverlof afwesig is;

en dat dit begin van die datum waarop die werknemer by sy werkgewer in diens tree.

9. SIEKTEVERLOF.

(1) 'n Werkgewer moet aan sy werknemer na een maand diens by hom, as hy afwesig is van die werk weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeval waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, twaalf werkdag siekteverlof in die geheel per jaar diens by hom toestaan en hom ten opsigte van elke dag minstens een-sesde van die weeklikse loon wat hy onmiddellik voor die aanvang van sodanige verlof ontvang het, betaal; met dien verstande dat die werkgewer 'n sertifikaat, onderteken deur 'n geregistreerde geneesheer, kan eis waarop die aard en duur van die werknemer se siekte aangetoon word ten opsigte van elke afwesigheids tydperk waarvoor betaling geëis word.

(2) Vir die toepassing van hierdie klousule het die uitdrukking „diens” dieselfde betekenis as in klousule 8 (6).

10. OPENBARE VAKANSIEDAE.

(1) 'n Werknemer is geregtig tot verlof op Nuwejaarsdag, Goeie-Vrydag, Geloftedag en Kersdag en moet ten opsigte van elke dag minstens die weeklikse loon voorgeskryf in klousule 4 (1) vir 'n werknemer van sy klas gedeel deur ses, betaal word, verstande dat van 'n werknemer vereis kan word om op so 'n dag te werk.

(2) *Betaling vir werk op openbare vakansiedae*.—(a) As 'n werknemer behalwe 'n los kondukteur en 'n los bestuurder op Nuwejaarsdag, Goeie-Vrydag, Geloftedag of Kersdag werk, moet sy werkgewer hom vir elke dag minstens die weeklikse loon voorgeskryf in klousule 4 (1) vir 'n werknemer van sy klas, gedeel deur ses, plus ten opsigte van elke uur of deel van 'n uur die weeklikse loon gedeel deur agt-en-veertig, betaal.

(b) As 'n los kondukteur of los bestuurder op Nuwejaarsdag, Goeie-Vrydag, Geloftedag of Kersdag werk, moet sy werkgewer hom vir 'n dienstrydperk van meer as 4 maar hoogstens 8 uur per dag die loon voorgeskryf in klousule 4 (1) vir werknemer, plus sodanige loon, gedeel deur agt vir elke uur of deel van 'n uur, betaal.

8. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to his employee in respect of each completed year of employment with him fourteen consecutive working days' leave and shall in respect of each week thereof pay to such employee an amount not less than the weekly wage which he was receiving immediately before the commencement of such leave.

(2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer: Provided that—

- (i) if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with any sick leave granted in terms of clause 9 nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall be added to the said period as a further period of leave on full pay.
- (iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates.

(3) *Leave Remuneration*.—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid not later than on the last working day before the date of commencement of such leave.

(4) An employee, whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in respect of each completed month of such period of less than one year not less than one-sixth of the weekly wage which he was receiving immediately before the date of such termination.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted shall upon such termination be paid in respect of such leave the amount referred to in sub-clause (1).

(6) For the purpose of this clause the expression “employment” shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 9;

and shall be deemed to commence from the date the employee enters his employer's service.

9. SICK LEAVE.

(1) An employer shall grant to his employee who is absent from work through sickness or accident not caused by his misconduct other than an accident compensable under the Workmen's Compensation Act, 1941, and who has completed not less than one month's employment with him twelve working days' sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of each such day an amount not less than one-sixth of the weekly wage which he was receiving immediately before the commencement of such leave: Provided that the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the illness in respect of each period of absence for which payment is claimed.

(2) For the purpose of this clause the expression “employment” shall have the same meaning as in clause 8 (6).

10. PUBLIC HOLIDAYS.

(1) An employee shall be entitled to and be granted leave on New Year's Day, Good Friday, Day of the Covenant and Christmas Day, and shall be paid in respect of each such day, not less than the weekly wage prescribed in clause 4 (1) for an employee of his class divided by six: Provided that an employee may be required to work on any such day.

(2) *Payment for Work on Public Holidays*.—(a) Whenever an employee other than a casual conductor and a casual driver works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than the weekly wage prescribed in clause 4 (1) for an employee of his class, divided by six, plus in respect of each hour or part of an hour so worked, such weekly wage divided by forty-eight.

(b) Whenever a casual conductor or a casual driver works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day, his employer shall pay him the wage prescribed in clause 4 (1) for such employee for a period of employment of more than four hours, but not more than eight hours on any day, plus such wage divided by eight for each hour or part of an hour so worked.

11. VERBOD OP STUKWERK.

'n Werkgewer mag nie vereis of toelaat dat sy werknemer stukwerk verrig nie; ook mag 'n werknemer nie stukwerk verrig nie.

12. LOGBOEK.

(1) Elke werkgewer moet 'n logboek met duplikaat folio's verskaf vir die gebruik van elke bestuurder en kondukteur in sy diens, so na as moontlik in onderstaande vorm:—

Daaglikse log.

Naam van werkgewer.....
 Naam van werknemer.....
 Beroep.....
 Tyd met werk begin.....
 Eienspouses van..... vm./nm. tot..... vm./nm.
 Getal ritte.....
 Tyd met werk opgehou.....
 Getal gewone ure gewerk.....
 Getal ure oortyd gewerk.....
 Onderbrekings van: (1)..... vm./nm. tot..... vm./nm.
 (2)..... vm./nm. tot..... vm./nm.
 (3)..... vm./nm. tot..... vm./nm.
 (4)..... vm./nm. tot..... vm./nm.

Defekte, ongelukke, ens.....

Datum

Handtekening van werknemer.....

(2) Elke bestuurder moet as hy van die register genoem in subklousule (1) voorsien word, tensy hy deur siekte of ander onvermydelike oorsaak verhoed word om dit te doen, die daelike opgawe in duplo so na as moontlik in die voorgeskrewe vorm ten opsigte van elke dag se werk vertoon en moet binne vier-en-twintig uur na voltooiing van die betrokke dag se werk 'n duplikaat daarvan aan sy werkgewer oorhandig, en die oorspronklike self hou.

(3) 'n Werkgewer moet die duplikaat van die daaglikse log binne 24 uur na voltooiing van die dag se werk van bestuurders en kondukteurs verkry en vir drie jaar hou.

(4) Elke bestuurder en kondukteur moet sy begintyd hoogstens vyf minute nadat hy met sy werk begin het, in sy daaglikse log inskryf, en moet voor alle etens- en ander onderbrekings eers die begintyd daarvan duidelik in die logboek aanteken.

(5) Elke bestuurder en kondukteur moet sy logboek by hom in sy voertuig hou terwyl hy daarin op diens is.

(6) Niemand buiten die bestuurder en kondukteur mag inskrywings in die logboek maak nie.

13. VERBOD OP INDIENSNEMING VAN ENIGE PERSOON ONDER AGTIEN JAAR OUD.

'n Werkgewer mag niemand onder agtien jaar oud in diens neem nie.

14. UNIFORMS EN OORPAKKE.

1. (a) 'n Werkgewer moet elke bestuurder, kondukteur, inspekteur en tydopnemer voorsien van 'n uniform soos in subklousule (2) van hierdie klousule voorgeskryf, binne twee maande na publikasie van hierdie Ooreenkomste of binne een maand na indienstreding by die betrokke werkgewer, watter tydperk ook al die laaste verstryk.

(b) Twee-derdes van die uniformkoste moet deur die werkgewer en een-derde deur die werknemer gedra word, en die werkgewer kan die werknemer se deel invorder deur gelyke bedrae oor 'n tydperk van vier maande na uitreiking van die uniform van die werknemer se weekloon af te trek; met dien verstande dat die weeklikse korting nie meer as tien sjielings mag wees nie.

(c) Die uniform moet elke twaalf maande deur die werkgewer hernu en die koste daarvan gedeel word soos in subklousule (b) hiervan.

(d) Elke werknemer aan wie 'n uniform ingevolge hierdie klousule uitgereik is en wie se dienskontrak om watter rede ook al beëindig word, moet die uniform binne 24 uur na diensbeëindiging aan die werkgewer terugbesorg; met dien verstande dat as die uniform meer as twaalf maande reeds in die werknemer se besit is, dit sy eiendom is en nie terugbesorg hoef te word nie.

(e) Geen werkgewer mag 'n bestuurder, kondukteur of tydopnemer verplig of toelaat om op diens 'n uniform te dra buiten die wat in subklousule (2) voorgeskryf word nie.

2. Uniforms volgens subklousule (1) moet aan die volgende beskrywings beantwoord en van donkerblou sersje gemaak wees:—

Bestuurders en kondukteurs.—Twee bosbaadjies met verlengbare belt, twee broeke en een tuitpet, wat altesaam nie meer as twaalf pond sterling mag kos nie.

Inspekteurs en tydopnemers.—Twee pakke bestaande uit 'n enkel bosbaadjie, 'n broek en 'n tuitpet.

(3) 'n Werkgewer moet twee geskikte oorpakke per bus gratis verskaf en in goeie toestand onderhou vir die bestuurder en kondukteur se gebruik wanneer hulle kleiner herstelwerk aan die voertuig verrig.

11. PROHIBITION OF PIECE-WORK.

An employer shall not require his employee to perform nor shall an employee perform piece-work.

12. LOG BOOK.

(1) Every employer shall provide a log book with duplicate folios for the use of each driver and conductor in his employ as nearly as practicable, in the following form:—

Daily Log.

Name of Employer.....
 Name of Employee.....
 Occupation.....
 Time of starting work.....
 Meal Breaks from..... a.m./p.m. to..... a.m./p.m.
 Number of trips.....
 Time of finishing work.....
 Number of ordinary hours worked.....
 Number of overtime hours worked.....
 Breaks from: 1st..... a.m./p.m. to..... a.m./p.m.
 2nd..... a.m./p.m. to..... a.m./p.m.
 3rd..... a.m./p.m. to..... a.m./p.m.
 4th..... a.m./p.m. to..... a.m./p.m.
 Breakdowns, accidents, etc.....

Date.....

Signature of Employee.....

(2) Every driver and conductor upon being provided with a log book referred to in sub-clause (1), unless precluded from doing so by sickness or other unavoidable cause, shall complete the daily log in duplicate as nearly as practicable in the form prescribed, in respect of each day's work and shall within twenty-four hours of the completion of the day's work to which it relates deliver a duplicate copy thereof to his employer, the original copy to be retained by the employee.

(3) Every employer shall collect from his drivers and conductors the duplicate copy of the daily log within twenty-four hours of the completion of the day's work and shall retain this copy for a period of three years after the date of its completion.

(4) Every driver and conductor shall enter in his daily log his starting time not later than five minutes after he has started work, and shall not leave for his meal break or any other breaks without first clearly marking the time of the commencement of such breaks in the daily log.

(5) Every driver and conductor shall keep his log book with him on the vehicle while on duty on such vehicle.

(6) No person other than the driver and conductor shall complete the entries in the daily log.

13. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF EIGHTEEN YEARS.

An employer shall not employ any person under the age of eighteen years.

14. UNIFORMS AND OVERALLS.

(1) (a) Every employer shall provide to each of his drivers, conductors, inspectors and time-keepers a uniform as referred to in sub-clause (2) of this clause and such uniform shall be provided within two months from the date of publication of this Agreement or within one month from the date such employee enters the service of such employer, according to whichever period expires the later.

(b) The cost of such uniform shall be borne as to two-thirds by the employer and one-third by the employee, and the employee's share may be recovered by the employer by means of equal weekly deductions from the employee's wages spread over a period of four consecutive months commencing from the date of issue of the uniform to the employee, provided that the weekly deductions shall not exceed ten shillings.

(c) The uniform shall be renewed by the employer every twelve months and the cost of such renewal shall be borne as set out in sub-clause (b) hereof.

(d) Every employee to whom a uniform has been issued in terms of this clause, and who terminates his contract of employment for any cause whatsoever, shall, within twenty-four hours of the time of such termination of the contract, return to his employer such uniform; provided that any uniform which has been in the possession of the employee for more than twelve months shall be regarded as the property of such employee and shall not be returnable to the employer.

(e) No employer shall require or permit any driver, conductor, inspector or time-keeper in his employ to wear, whilst on duty, any uniform other than a uniform referred to in sub-clause (2) hereof.

(2) Uniforms referred to in sub-clause (1) shall be of the following kind and description and shall be made of navy blue serge material:—

Drivers and Conductors.—Two lumber jackets with extension belts, buttons and two breast pockets, two pairs of trousers and one peak cap, the cost of which articles shall not exceed twelve pounds sterling.

Inspectors and Time-keepers.—Two suits, each consisting of a single-breasted jacket and a pair of trousers, and a peak cap.

(3) Every employer shall provide free of charge and maintain in good order and condition two suitable overalls in each bus for the use of the driver and conductor when making running repairs to the vehicle.

(4) 'n Werkgewer moet twee geskikte oorpakke en een kakie-tuitpet kosteloos aan elke arbeider verskaf en in goeie toestand onderhou, met dien verstande dat 'n arbeider wat die orde by 'n bustermynus of in toue passasiers wat vir sy werkgewer se voertuie wag, help bewaar, kosteloos voorsien moet word van twee pakke van kakiedril, bestaande uit 'n baadjie wat tot by die nek toeknoop, 'n broek en 'n kakie-tuitpet.

(5) Die oorpakke en pakke wat in subklousule (3) en (4) genoem word, bly die werkgewer se eiendom en moet gratis deur hom skoon gehou word.

(6) Die uniforms wat in subklousules (1) en (2) genoem word, moet op koste van die werknemer gewas word.

15. WAPENS.

(1) Op persoonlike aansoek moet die Durban Non-European Bus Employees' Union aan 'n werknemer, of hy lid daarvan is of nie, 'n wapen uitreik met die naam van die vereniging, beroep en nommer wat in die vereniging se boeke aangeteken moet word teenoor die name van die persoon aan wie die wapen uitgereik is, sy werkgewer en die datum van uitreiking. Die doel van die wapen is om die werknemer in die Padpassasiers-vervoersonderneming te kan uitken, en die vereniging kan 'n deposito van 7s. 6d. eis.

(2) Binne sewe dae nadat 'n werknemer nie meer in die onderneming in diens is nie, moet die wapen aan die sekretaris van die vereniging terugbesorg, en die deposito wat in subklousule (1) genoem word, aan die werknemer terugbetaal word.

(3) Elke werknemer in die onderneming moet die wapen op sy pet dra terwyl hy op diens is.

(4) Niemand sonder uniform, wapen of oorpak soos in hierdie Ooreenkoms voorgeskryf, mag in die Padpassasiersonderneming in diens wees nie. 'n Werknemer mag sy uniform en wapen slegs op diens gebruik.

16. VAKVERENIGING.

(1) Alle onderhandelings oor werknemers se diensvoorwaardes moet tussen die werkgewers en die Durban Non-European Bus Employees' Union plaasvind.

(2) Werkgewers moet die ledegeld of heffings wat betaalbaar is aan die vakvereniging, van die loon of salaris van werknemers wat lede daarvan is, aftrek en die bedrag gedurende die laaste week van elke maand aan die vakvereniging beskikbaar stel.

17. GESAMENTLIKE KLASSE.

Die werkgewers- werknemersorganisasies kan gesamentlik reël vir lesings of enige soort onderrig aan werknemers in die Vervoersonderneming vir nie-blankes oor die motorordonnansie, verordeninge, vervoerwette, regulasies, ens.

18. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak aan enige van sy werknemers, behalwe 'n los kondukteur en 'n los bestuurder, 'n dienssertifikaat verstrek waarop die volle naam van die werkgewer en werknemer, die aard van die diens, die aanvangsdatum van die dienskontrak, die datum van die beëindiging daarvan en die loon by beëindiging aangegee is.

19. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of werknemer, behalwe 'n los kondukteur, of 'n los bestuurder, moet minstens een week kennis gee om die dienskontrak te beëindig, of 'n werkgewer kan die kontrak sonder kennisgewing beëindig deur die werknemer minstens die weeklikse loon wat hy onmiddellik voor beëindiging ontvang het te betaal; met dien verstande dat dit onderstaande nie raak nie:—

(a) Die reg van 'n werkgewer of werknemer om 'n dienskontrak sonder diensopsegging om enige goeie rede, by Wet as voldoende erken, te beëindig;

(b) 'n skriftelike ooreenkoms tussen werkgewer en werknemer wat 'n diensopseggingstermyn van gelyke duur aan albei kante en vir langer as een week, bepaal.

(2) As 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling by subklousule (1) aangegaan is, moet die betaling in plaas van diensopsegging in verhouding wees met die diensopseggingstermyn waartoe ooreengekom is.

(3) Die diensopsegging genoem in subklousule (1) is met ingang van die dag waarop dit gegee word; met dien verstande dat diens nie opgesê mag word terwyl die werknemer ingevolge klousule 8 met jaarlikse verlof of ingevolge klousule 9 met siekteverlof is nie.

(4) Every employer shall provide free of charge and maintain in good order and condition two suitable overalls and one khaki peak cap to each of his labourers employed by him; provided that a labourer engaged in assisting in the maintenance of order at the bus terminus and/or keeping or controlling queues of passengers waiting to board his employer's vehicles shall be provided by his employer free of charge with two suits made of khaki drill and a khaki peak cap, the suits each to consist of a jacket buttoning up to the neck and a pair of trousers.

(5) The overalls and suits referred to in sub-clauses (3) and (4) hereof shall remain the property of the employer and shall be laundered by such employer free of charge.

(6) The uniforms referred to in sub-clauses (1) and (2) shall be laundered at the employee's expense.

15. BADGES.

(1) The Durban Non-European Bus Employees' Union shall on personal application issue to an employee, whether member or non-member of the said Union a badge on which is inscribed the name of the Union, occupation and a number which shall be recorded in the said Union's books against the name of the person to whom the badge is issued, the name of the employer of such employee and the date of issue. Such badge shall be issued for the purpose of identification of the employee in the Road Passenger Transportation Undertaking, for which a deposit of seven shillings and sixpence may be charged by the Union.

(2) The badge referred to in sub-clause (1) shall be returned to the Secretary of the Union by each employee within seven days of such employee ceasing to be employed in the undertaking and the deposit referred to in sub-clause (1) shall be refunded to such employee.

(3) The badges shall be worn on the cap of each employee in the Undertaking, whilst on duty.

(4) No person shall be employed in the Road Passenger Transportation Undertaking without uniforms, badges or overalls as provided for in this Agreement. Every employee who has been provided with a uniform and badge shall use it only when on duty.

16. TRADE UNION.

(1) The employers shall conduct all negotiations on the working conditions of the employees with the Durban Non-European Bus Employees' Union.

(2) The employers shall deduct from the wages or salary of the employees who are members of the Union the amount of subscription or levies payable to the Durban Non-European Bus Employees' Union and shall make such amount available to the said Union during the last week of each month.

17. JOINT CLASSES.

The employers' and the employees' organisations may arrange jointly for lectures and instructions in any form for employees in the Non-European Transportation Undertaking on the requirements of the Motor Ordinance, by-laws, transport laws, regulations, etc.

18. CERTIFICATE OF SERVICE.

An employer upon termination of the contract of employment of his employee other than a casual driver and a casual conductor, shall furnish such employee with a certificate of service showing the full names of the employer and the employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

19. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee other than a casual conductor or a casual driver shall give not less than one week's notice of his intention to terminate the contract of employment or an employer may terminate the contract of employment without notice by paying the employee not less than the weekly wage he was receiving immediately before the date of such termination; Provided that this shall not effect—

(a) the right of an employer or an employee to terminate the contract of employment without notice for any cause recognised by law as sufficient;

(b) any written agreement between an employer and an employee, which provides for a period of notice of equal duration on both sides and for longer than one week.

(2) When an agreement is entered into in terms of the second proviso to sub-clause (1), the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to, in sub-clause (1) shall take effect from the date on which it is given; Provided that notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause (8) or on sick leave in terms of clause 9.

20. PRESENSIEREGISTERS.

(1) Elke werkgever moet een of meer presensieregisters in sy inrigting verskaf waarin voorsiening gemaak word vir die inskrywings wat die werknemer ingevolge subklousule (2) moet maak.

(2) Tensy hy deur siekte of 'n ander onvermydelike rede verhinder word, moet elke werknemer, buiten 'n bestuurder, kondukteur, los bestuurder en los kondukteur, elke dag die volgende inskrywings maak in die register waarna in subklousule (1) verwys is:—

- (a) Handtekening van werknemer;
- (b) aanvangstyd van werk;
- (c) sluitingstyd van werk;
- (d) begin en einde van elke etenspouse;
- (e) begintyd en duur van oortyd, as daar is;
- (f) totale getal werke op elke dag;

(3) 'n Werkgever moet die presensieregister drie jaar lank hou nadat dit ingevul is.

S. M. OSMAN,
Verteenwoordiger van die Bus Owners' Association.

P. M. HARRY,
Verteenwoordiger van die Durban Non-European Bus Employees' Union.

J. M. BURROWS,
Voorsitter.

Durban,
5 Februarie 1953.

20. ATTENDANCE REGISTERS.

(1) Every employer shall provide in his establishment one or more attendance registers in which provision is made for the entries which an employee is, in terms of sub-clause (2), required to make.

(2) Unless precluded from doing so by sickness or other unavoidable cause every employee other than a driver, conductor, casual driver, and a casual conductor shall day by day and in respect of each day make the following entries in the register referred to in sub-clause (1):—

- (a) Signature of employee;
- (b) time of commencing work;
- (c) time of finishing work;
- (d) time of commencement and termination of each meal interval of work;
- (e) time of starting and any overtime worked;
- (f) total number of hours worked each day.

(3) Every employer shall retain the completed attendance registers for a period of three years subsequent to the date of the completion thereof.

S. M. OSMAN,
Representing the Bus Owners' Association.

P. M. HARRY,
Representing the Durban Non-European Bus Employees' Union.

J. M. BURROWS,
Chairman.

Durban,
5th February, 1953.



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