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PRETORIA, 17 DECEMBER 1965.
17 DESEMBER

[No. 1313.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1997.] [17 December 1965.
INDUSTRIAL CONCILIATION ACT, 1956.

ROAD PASSENGER TRANSPORT INDUSTRY, KIMBERLEY.

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

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which related 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 eighteen months from the said Monday upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of that Union;
- (b) 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 those contained in clause 1 (a), 2, 5 (3) (d) and (g), 7 (1) (a) and (2), 13 and 17, shall be binding from the second Monday after the date of publication of this notice and for the period ending eighteen months from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are 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 eighteen months from the said Monday the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (3) (d) and (g), 7 (1) (a) and (2), 13 and 17, shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1997.] [17 Desember 1965.
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, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Padpassasiersvervoerbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat agtien maande vanaf genoemde Maandag eindig, bindend is vir die werkgewer 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 dié vervat in klousules 1 (a), 2, 5 (3) (d) en (g), 7 (1) (a) en (2), 13 en 17, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat agtien maande vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem 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 dié vervat in klousules 1 (a), 2, 5 (3) (d) en (g), 7 (1) (a) en (2), 13 en 17, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat agtien maande vanaf genoemde Maandag eindig, in die munisipale gebied van Kimberley *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde bedryf by die werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

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.

(a) The terms of this Agreement shall be observed in the Municipal Area of Kimberley by the employer and its employees who are engaged in the Road Passenger Transport Industry and who are members of the trade union.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall only apply to employees for whom minimum wages are prescribed in clause 4.

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 eighteen months 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 an employee who is responsible to the employer for the collection of fares, safety of passengers and proper timely running of 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 book-keeper;
- "clerical employee, qualified," means a clerical employee who has had not less than three years' experience;
- "clerical employee, unqualified," means a clerical employee who has 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 vehicles when the day shall be specially defined in such schedules;
- "daily wage" means in the case of an employee who works a five-day week, the wage ordinarily received by him during a week divided by five, and, in the case of an employee who works a six-day week, the wage ordinarily received by him during a week divided by six;
- "despatcher" means an employee who is mainly or wholly engaged in the practical application of predetermined shifts, times and schedules, by means of instructions to drivers and/or conductors, or the shunting of the vehicles or crews as required by the exigencies of the service, and any clerical work pertaining to such duties;
- "driver" means an employee who is responsible to the employer for the driving of vehicles in service, safety of passengers and the proper timely running of vehicles in service;
- "driver/conductor" means a driver who is temporarily employed in the dual capacity of a driver and a conductor as specified in this Agreement. Subject to clause 4 (2) (a) of this Agreement, a driver operating a non-schedule bus which is on charter shall not be regarded as a driver/conductor even if he is not accompanied by a conductor;
- "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;
- "emergency work" means any work which, owing to fire, storm, epidemic, act of violence, theft or other unforeseen circumstance, is, in the public interest, required to be done without delay;
- "experience" means the total period of employment which an employee has had, either with his present or any other employer, in the particular occupation in which he is wholly or mainly employed;

BYLAE.

NYWERHEIDSRAAD VIR DIE PADPASSASIEVERVOER-
BEDRYF, KIMBERLEY.

OOREENKOMS

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

Kimberley Bus Services (Pty.), Ltd.

(hieronder die "werkgewer" 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.

(a) Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied Kimberley nagekom word deur die werkgewer en sy werknemers wat by die Padpassasiersvervoerbedryf betrokke en lede van die vakvereniging is.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in kousule 4 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-veertig van die Wet vasstel en bly van krag vir 'n tydperk van agtien maande of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet; en waar daar van die Wet melding gemaak word, word ook alle wysigings daarvan bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

- "Wet" die Wet op Nywerheidsversoenning, 1956;
- "kondukteur" 'n werknemer wat aan die werkgewer verantwoordelik is vir die invordering van reisgeld, die veiligheid van passasiers en die behoorlike reëling sodat die voertuie wat gebruik word op tyd loop;
- "Raad" die Nywerheidsraad vir die Padpassasiersvervoerbedryf, Kimberley, wat kragtens artikel negentien van die Wet geregistreer is;
- "klerk" 'n werknemer wat uitsluitlik of hoofsaaklik skryf- en/of tikwerk, snelskrif, en/of ander klerklike werk verrig en ook 'n kassier en boekhouer;
- "klerk, gekwalifiseer," 'n klerk met minstens drie jaar ondervinding;
- "klerk, ongekwalifiseer," 'n klerk met minder as drie jaar ondervinding;
- "dag", as dit in verband met 'n drywer of kondukteur gebesig word, die tydperk van 24 uur tussen 4 vm. op een dag en 4 vm. op die daaropvolgende dag, uitgesonderd in die geval van diensroosters wat op spesiale voertuie betrekking het, waar die dag uitdruklik in sulke roosters omskryf moet word;
- "dagloon", in die geval van 'n werknemer wat vyf dae in 'n week werk, die loon wat hy gewoonlik gedurende 'n week ontvang, gedeel deur vyf, en, in die geval van 'n werknemer wat ses dae in 'n week werk, die loon wat hy gewoonlik gedurende 'n week ontvang, gedeel deur ses;
- "afsender" 'n werknemer wat hoofsaaklik of uitsluitlik die praktiese toepassing van voorafbepaalde skofte, tye en roosters reël deur middel van opdragte aan drywers en/of kondukteurs of die rangering van die voertuie; of die indeling van die werkspanne soos genoodsaak deur die vereistes van die diens, en die klerklike werk wat met sodanige pligte in verband staan;
- "drywer" 'n werknemer wat aan die werkgewer verantwoordelik is vir die dryf van voertuie wat in gebruik is, vir die veiligheid van passasiers en ook vir die behoorlike reëling sodat voertuie wat in gebruik is op tyd loop;
- "drywer-kondukteur" 'n drywer wat tydelik in die tweeledige hoedanigheid van drywer en kondukteur, soos bedoel in hierdie Ooreenkoms, diens doen. Behoudens klousule 4 (2) (a) van hierdie Ooreenkoms, word 'n drywer wat 'n bus bedien wat nie volgens rooster loop nie en wat uitgehuur word, nie geag 'n drywer-kondukteur te wees nie, selfs al word hy nie van 'n kondukteur vergesel nie;
- "diensrooster" 'n rooster wat in besonderhede die roetes en tye aangee wat drywers en kondukteurs om die beurt oor 'n tydperk van een of meer weke moet werk;
- "noodwerk" werk wat weens 'n vuur, storm, epidemie, gewelddaad, diefstal of ander onvoorsiene omstandighede sonder versuim in die openbare belang gedoen moet word;
- "ondervinding" die totale dienstdydperk wat 'n werknemer of by sy huidige of by enige ander werkgewer gehad het in die besondere beroep waarin hy uitsluitlik of hoofsaaklik werk-saam is;

"hourly wage" means in relation to—

- (a) inspectors (other than location service inspectors), location service inspectors, despatchers, drivers, conductors and driver/conductor, the wage ordinarily received by the employee during a week divided by forty-eight;
- (b) any other employee, the wage ordinarily received by the employee during a week divided by forty-six;

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

"labourer" means an employee who wholly or mainly 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;

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

"location service inspector" means an inspector 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 to vehicles and drive occasional vehicles during the night or in emergency;

"overtime" means that portion of any period during which an employee works for his employer during any one week or on any one day, as the case may be, which is in excess of the ordinary working hours;

"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;

"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, despatcher, driver, conductor or clerical employees;

"watchman" means an employee mainly occupied on guarding the premises of the employer and/or protecting the 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 vehicle 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 vehicles, driving them to the starting point, paying in, etc., provided that the time allowance in the case of driver-conductors 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.

"uurloon" met betrekking tot—

- (a) inspekteurs (uitgesonderd lokasiediensinspekteurs), lokasiediensinspekteurs, afsenders, drywers, kondukteurs en drywer-kondukteurs, die loon wat die werknemer gewoonlik gedurende 'n week ontvang, gedeel deur agt-en-veertig;
- (b) alle ander werknemers, die loon wat die werknemer gewoonlik gedurende 'n week ontvang, gedeel deur ses-en-veertig;

"inspekteur" 'n werknemer wat deur die werkgewer aangestel is om toesig te hou oor die werking van die voertuie en die werk van die drywers 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 wat afgehaal moet word om die werksaamhede te kan voltoo; 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 die 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 of toemaak, kiste, bale of ander pakkette oopmaak of 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, trekdiervoertuie en handvoertuie dryf of daarmee help, tee of dergelike drank maak;

"lokasiedrywer, -drywer-kondukteur of -kondukteur" 'n drywer, drywer-kondukteur of kondukteur wat uitsluitlik werk in verband met lokasiedienste verrig;

"lokasiediensinspekteur" 'n inspekteur wat uitsluitlik werk in verband met lokasiedienste verrig;

"nagvoorman" 'n werknemer wat toesig moet hou oor arbeiders wat snags op diens is, minder belangrike herstelwerkies aan voertuie moet doen en geleentheidsvoertuie gedurende die nag of in 'n noodgeval moet dryf;

"oortydwerk" daardie gedeelte van 'n tydperk wat 'n werknemer bo en behalwe die gewone werkure gedurende 'n bepaalde week of 'n bepaalde dag, na gelang van die geval, vir sy werkgewer werk;

"loonweek" 'n herhalende weeklikse tydperk van sewe dae wat op Sondae eindig in die geval van drywers, kondukteurs, drywer-kondukteurs en arbeiders, en op Dinsdae ten opsigte van die ander personeel wat weekliks besoldig word, ten opsigte waarvan die werkgewer elke week lone betaal;

"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 aandrywing op 'n ander manier as deur menslike of dierlike krag en wat bedoel is om meer as agt persone te vervoer, met inbegrip van die drywer van die voertuig en ook die werk van persone wat die voertuie onderhou, skoonmaak, vernu, 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;

"loodswerker" enige werknemer, uitgesonderd 'n inspekteur, drywer, afsender, kondukteur of klerk;

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

"werktyd", met betrekking tot drywers- of kondukteurswerk, die tydperk iedere dag vanaf die tyd waarop daar van die werknemer vereis word dat hy volgens die rooster verplig is om op die voertuig te klim tot die tyd wat hy dit verlaat, of enige tyd wat daar van hom vereis word om vir diens beskikbaar te wees, plus 'n bykomende tydperk van twee uur per week of 20 minute per dag as tydtoelating om sy uitrusting te verkry, die voertuie te inspekteer, hulle na die vertrekpunt te dryf, geld in te betaal, ens.; met dien verstande dat die tydtoelating in die geval van drywer-kondukteurs hoogstens 3 uur per week of 30 minute per dag mag wees;

"werktyd", met betrekking tot 'n loodswerker, 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 weekgrondslag.

4. WAGES AND REMUNERATION.

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

	Minimum Weekly Wage. R
(a) Inspectors:—	
Other than location service inspectors.....	34.00
Location service inspectors.....	16.00
(b) Clerical Employees:—	
Qualified.....	20.00
Unqualified.....	15.00
(c) (i) Despatcher.....	20.00
	Minimum Hourly Wage. R
(ii) Drivers (other than location drivers):—	
For the first six months of service.....	0.38
For the second six months of service.....	0.39
For the second year of service.....	0.41
For the third year of service.....	0.42
For the fourth year of service.....	0.44
For the fifth year of service.....	0.45
For the sixth year of service.....	0.47
For the seventh year of service.....	0.48
For the eighth year of service.....	0.49
For the ninth year of service.....	0.49
For the tenth year of service.....	0.50
For the eleventh year of service.....	0.51
For the twelfth year of service.....	0.52
For the thirteenth to the fifteenth year of service.....	0.55
Thereafter.....	0.57
(d) Conductors (other than location conductors):—	
For the first six months of service.....	0.38
For the second six months of service.....	0.39
For the second year of service.....	0.40
For the third year of service.....	0.41
For the fourth year of service.....	0.43
For the fifth year of service.....	0.44
For the sixth year of service.....	0.45
For the seventh year of service.....	0.46
For the eighth year of service.....	0.47
For the ninth year of service.....	0.48
For the tenth year of service.....	0.49
For the eleventh year of service.....	0.50
For the twelfth year of service.....	0.51
For the thirteenth to fifteenth year of service.....	0.53
Thereafter.....	0.55
(e) Driver/Conductor:—	
For the first six months of service.....	0.46
For the second six months of service.....	0.47
For the second year of service.....	0.49
For the third year of service.....	0.50
For the fourth year of service.....	0.52
For the fifth year of service.....	0.54
For the sixth year of service.....	0.56
For the seventh year of service.....	0.58
For the eighth year of service.....	0.59
For the ninth year of service.....	0.59
For the tenth year of service.....	0.60
For the eleventh year of service.....	0.61
For the twelfth year of service.....	0.62
For the thirteenth to the fifteenth year of service.....	0.65
Thereafter.....	0.67
(f) Location Drivers:—	
For the first year of service.....	0.25
For the second year of service.....	0.26
For the third year of service.....	0.28
For the fourth year of service.....	0.29
Thereafter.....	0.30
(g) Location Conductors:—	
For the first year of service.....	0.21
For the second year of service.....	0.23
For the third year of service.....	0.24
For the fourth year of service.....	0.25
Thereafter.....	0.26
(h) Location Driver/Conductor:—	
For the first year of service.....	0.30
For the second year of service.....	0.31
For the third year of service.....	0.34
For the fourth year of service.....	0.35
Thereafter.....	0.36
	Minimum Weekly Wage. R
(i) Shed Employees:—	
Night Foremen.....	20.00
Labourers.....	7.36
Watchmen.....	8.31

4. LONE EN BESOLDIGING.

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

	Minimum week- loon. R
(a) Inspekteurs:—	
Uitgesonderd lokasiediensinspekteurs.....	34.00
Lokasiediensinspekteurs.....	16.00
(b) Klerke:—	
Gekwalifiseer.....	20.00
Ongekwalifiseer.....	15.00
(c) (i) Afsender.....	20.00
	Minimum uurloon. R
(ii) Drywers (uitgesonderd lokasiedrywers):—	
Vir die eerste ses maande diens.....	0.38
Vir die tweede ses maande diens.....	0.39
Vir die tweede jaar diens.....	0.41
Vir die derde jaar diens.....	0.42
Vir die vierde jaar diens.....	0.44
Vir die vyfde jaar diens.....	0.45
Vir die sesde jaar diens.....	0.47
Vir die sewende jaar diens.....	0.48
Vir die agste jaar diens.....	0.49
Vir die negende jaar diens.....	0.49
Vir die tiende jaar diens.....	0.50
Vir die elfde jaar diens.....	0.51
Vir die twaalfde jaar diens.....	0.52
Vir die dertiende tot die vyftiende jaar diens.....	0.55
Daarna.....	0.57
(d) Kondukteurs (uitgesonderd lokasiekondukteurs):—	
Vir die eerste ses maande diens.....	0.38
Vir die tweede ses maande diens.....	0.39
Vir die tweede jaar diens.....	0.40
Vir die derde jaar diens.....	0.41
Vir die vierde jaar diens.....	0.43
Vir die vyfde jaar diens.....	0.44
Vir die sesde jaar diens.....	0.45
Vir die sewende jaar diens.....	0.46
Vir die agste jaar diens.....	0.47
Vir die negende jaar diens.....	0.48
Vir die tiende jaar diens.....	0.49
Vir die elfde jaar diens.....	0.50
Vir die twaalfde jaar diens.....	0.51
Vir die dertiende tot die vyftiende jaar diens.....	0.53
Daarna.....	0.55
(e) Drywer/kondukteur:—	
Vir die eerste ses maande diens.....	0.46
Vir die tweede ses maande diens.....	0.47
Vir die tweede jaar diens.....	0.49
Vir die derde jaar diens.....	0.50
Vir die vierde jaar diens.....	0.52
Vir die vyfde jaar diens.....	0.54
Vir die sesde jaar diens.....	0.56
Vir die sewende jaar diens.....	0.58
Vir die agste jaar diens.....	0.59
Vir die negende jaar diens.....	0.59
Vir die tiende jaar diens.....	0.60
Vir die elfde jaar diens.....	0.61
Vir die twaalfde jaar diens.....	0.62
Vir die dertiende tot die vyftiende jaar diens.....	0.65
Daarna.....	0.67
(f) Lokasiedrywers:—	
Vir die eerste jaar diens.....	0.25
Vir die tweede jaar diens.....	0.26
Vir die derde jaar diens.....	0.28
Vir die vierde jaar diens.....	0.29
Daarna.....	0.30
(g) Lokasiekondukteurs:—	
Vir die eerste jaar diens.....	0.21
Vir die tweede jaar diens.....	0.23
Vir die derde jaar diens.....	0.24
Vir die vierde jaar diens.....	0.25
Daarna.....	0.26
(h) Lokasiedrywer/-kondukteur:—	
Vir die eerste jaar diens.....	0.30
Vir die tweede jaar diens.....	0.31
Vir die derde jaar diens.....	0.34
Vir die vierde jaar diens.....	0.35
Daarna.....	0.36
	Minimum week- loon. R
(i) Loodswerkers:—	
Nagvoormanne.....	20.00
Arbeiders.....	7.36
Wagte.....	8.31

(2) (a) Any 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 wages prescribed in sub-clause (1) of this clause shall include cost of living allowances as prescribed in War Measure No. 43 of 1942, as amended. If the cost of living allowances in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation is increased the wages prescribed herein shall be increased accordingly; provided that the difference between the rates of wages herein prescribed and the corresponding rates prescribed in sub-clause 4 (1) of the Agreement, published under Government Notice No. R.1829 of the 22nd November, 1963, shall for the purpose of the said War Measure or any substituting or superseding legislation, count as cost of living allowances in the determination of the relevant adjustments.

(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.

5. PAYMENT OF REMUNERATION.

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

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

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

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

6. HOURS OF WORK AND OVERTIME.

(1) Inspectors (other than location service inspectors), location service inspectors, despatchers, drivers, conductors and driver/conductors shall in each pay week be allowed not less than one day off duty.

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

(3) (a) Subject to the terms of paragraph (b) of this clause, inspectors (other than location service inspectors), location service inspectors, despatchers, drivers, conductors and driver/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.

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

(b) Van 'n drywer kan daar na goedvinde van die werkgever vereis word om ook die werk van 'n kondukteur te doen.

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

(4) *Lewenskostoelae.*—Die lone wat in subklousule (1) van hierdie klousule voorgeskryf word, omvat die lewenskostoelae wat in Oorlogsmatreël No. 43 van 1942, soos gewysig, voorgeskryf word. Indien die lewenskostoelae ingevolge Oorlogsmatreël No. 43 van 1942, soos gewysig, of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, verhoog word, moet die lone wat hierin voorgeskryf word dienoreenkomstig verhoog word; met dien verstande dat die verskil tussen die lone wat hierin voorgeskryf word en die ooreenstemmende lone wat in subklousule 4 (1) van die Ooreenkoms wat by Goewermentskennisgewing No. R. 1829 van 22 November 1963 gepubliseer is, voorgeskryf word, vir die toepassing van genoemde Oorlogsmatreël of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, by die bepaling van die betrokke aanpassings as lewenskostoelae moet tel.

(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 drywer bevorder word, sy aanvangsloon minstens die loon moet wees wat hy as kondukteur ontvang het.

5. BETALING VAN BESOLDIGING.

(1) Alle besoldiging is weekliks in kontant betaalbaar binne drie dae na die einde 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 gevra of aangeneem word nie.

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

- (a) Die werkgever mag van die weekloon van 'n drywer of kondukteur wat, uitgesonderd op las van sy werkgever, nie op 'n dag die hele werktijd wat vir daardie dag aan hom toegewys is, werk nie, een uur se loon vir elke volle uur wat daar nie gewerk is nie, aftrek; met dien verstande dat die werkgever van die weekloon wat 'n drywer of kondukteur wat, omdat hy op enige dag laat vir sy werk aangekom het, die skof mis wat vir daardie dag aan hom toegewys is en wat op so 'n dag 'n klein 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 sy loon vir die getal ure van die skof mag aftrek.
- (b) Met die skriftelike toestemming van die werknemer, mag bedrae vir verlof-, siekte-, versekerings-, voorsorgs- of pensioenfondse afgetrek word.
- (c) Aftrekkings wat deur 'n werknemer gemagtig word vir skade wat as gevolg van die erkenning en bewese nalatigheid van die werknemer aan die werkgever betrokke is.
- (d) Enige ander aftrekkings waarvoor die vakvereniging, die werknemer en die werkgever onderling ooreenkom.
- (e) Aftrekkings kragtens klousule 19.
- (f) Enige bedrag wat die werkgever ingevolge 'n Wet, Ordonnansie of regsproses ten behoeve van die werknemer moet betaal en wel betaal het.
- (g) Met die skriftelike toestemming van die werknemer, aftrekkings vir vakverenigingsfondse.

6. WERKURE EN OORTYD.

(1) Inspekteurs (uitgesonderd lokasiediensinspekteurs), lokasiediensinspekteurs, afsenders, drywers, kondukteurs en drywer-kondukteurs moet in elke loonweek minstens een vry dag 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, minstens 48 uur in 'n week moet wees.

(3) (a) Behoudens die bepalings van paragraaf (b) van hierdie klousule, moet inspekteurs (uitgesonderd lokasiediensinspekteurs), lokasiediensinspekteurs, afsenders, drywers, kondukteurs en drywer-kondukteurs teen een en 'n half maal uurloon betaal word ten opsigte van alle werktijd van meer as 8 uur op 'n bepaalde dag.

(b) Whenever the time that a driver, conductor, driver/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 of this paragraph 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 time allowance to drivers and 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 of 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 total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever 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—

(i) more than 8 hours and 12 minutes from Mondays to Fridays and 5 hours on Saturdays if the 46 hours are spread over 6 days; or

(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) *Clerical Employees.*—(a) Save as otherwise provided in this sub-clause, no employer shall require or permit a clerical employee—

(i) to work for more than 46 hours in any week;

(ii) to work, in the case of an employee who ordinarily works a five-day week, for more than nine hours and fifteen minutes on any day;

(iii) to work, in the case of an employee other than an employee referred to in sub-paragraph (ii), for more than eight hours on any day, unless the hours on one day in the week do not exceed five in which case the hours on the other days shall not exceed eight and a half on any such day;

(iv) to work for a spread-over of more than twelve hours; provided that if overtime is worked the said spread-over may be exceeded to the extent by which the ordinary working hours plus overtime and any meal interval prescribed by sub-paragraph (v) exceed twelve hours on any day;

(v) to work, except on a day on which the hours of work of an employee do not exceed five and a half hours, for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work and such interval shall be deemed not to be part of the ordinary working hours of the employee; provided that a period of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(vi) who is female, to work after one o'clock p.m., on more than five days in any week;

(vii) who is a female under the age of eighteen years, to work later than 6.30 p.m.

(b) Wanneer die tyd wat 'n drywer, kondukteur of drywer-kondukteur op diens is, afgesien daarvan of hy sy gewone skof of oortyd werk, oor 'n tydperk van langer as 12 uur op 'n bepaalde dag versprei word, is hy geregtig op dubbel sy uurloon ten opsigte van die tyd gewerk nadat twaalf uur verstryk het.

Vir die toepassing van hierdie paragraaf beteken 'n dag die tydperk tussen middernag op een dag en middernag op die daaropvolgende dag.

(c) Ten einde werktyd te bereken, moet die 20 minute tyd-toelating aan drywers en kondukteurs en die 30 minute spesiale toelating aan drywer-kondukteurs in sodanige werktyd ingesluit word.

(4) Elke werknemer van wie die werkgever vereis dat hy op sy vry dag die werkgever se kantoor moet besoek, moet 'n minimum van twee uur se oortydbesoldiging 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 vry dag te werk, moet dubbel sy uurloon ontvang vir die tyd aldus gewerk.

(b) *Loodswerknemers.*—(i) Van 'n loodswerknemer kan daar 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 besoldiging ten opsigte van die totale tydperk op so 'n Sondag gewerk, of minstens dubbel die gewone besoldiging wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag, betaal moet word.

(ii) Die uurloon in hierdie Ooreenkoms vir 'n loodswerker voorgeskryf, is die uurloon vir 'n werktyd van hoogstens 46 uur in 'n week wat oor 5 tot 6 werkdag in 'n week versprei is na gelang van die geval van die vereistes van die diens. Wanneer die werktyd meer as 46 uur in 'n week beloop, moet die uurloon van alle loodswerkers, uitgesonderd 'n wag, vir sodanige langer tyd met 50 persent verhoog word; met dien verstande dat daar 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 daar van geen loodswerker vereis word om soos volg te werk nie:—

(i) Meer as 8 uur en 12 minute van Maandag tot Vrydag en 5 uur op Saterdag, as die 46 uur oor 6 dae versprei word; of

(ii) meer as 9 uur en 12 minute per dag as die 46 uur oor 5 dae versprei word; of om vir '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, werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag moet word aaneenlopend te wees.

(6) Behoudens die bepalinge van paragraaf (b) van subklousule (3) van hierdie klousule, is 'n werknemer wat uitgeroep word om oortyd te werk, in teenstelling met 'n werknemer wie se skof verleng word, geregtig op 'n minimum van twee uur se besoldiging teen een en '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 sy loon besoldig moet word ten opsigte van die totale ure aldus gewerk.

(7) *Klerke.*—(a) Behoudens andersluidende bepalinge in hierdie subklousule, mag geen werkgever van 'n klerk vereis of hom toelaat—

(i) om vir langer as 46 uur in 'n week te werk nie;

(ii) om, in die geval van 'n werknemer wat gewoonlik vyf dae in 'n week werk, vir langer as nege uur en vyftien minute op 'n dag te werk nie;

(iii) om, in die geval van 'n werknemer, uitgesonderd 'n werknemer waarvan daar in subparagraaf (ii) melding gemaak word, vir langer as agt uur op 'n dag te werk nie, tensy die ure op een dag in die week hoogstens vyf is, en in dié geval mag die ure op die ander dae hoogstens agt en 'n half op enige sodanige dag wees;

(iv) om in 'n werkdagbestek van langer as twaalf uur te werk; met dien verstande dat indien daar oortyd gewerk word, genoemde werkdagbestek te bowe gegaan mag word in die mate waarin gewone werkure plus oortyd en 'n etenspouse wat in subparagraaf (v) voorgeskryf word, twaalf uur op 'n dag te bowe gaan;

(v) om, buiten op 'n dag wat die werkure van 'n werknemer nie vyf en 'n half uur te bowe gaan nie, vir langer as vyf uur aaneen te werk sonder 'n etenspouse van minstens 'n uur, en sodanige werknemer mag nie gedurende sodanige pouse vereis of toegelaat word om enige werk te doen nie en sodanige pouse word nie geag 'n deel van die gewone werkure van die werknemer uit te maak nie, met dien verstande dat 'n werktydperk wat deur pouses van korter as een uur onderbreek word, geag word aaneenlopend te wees.

(vi) om, indien dit 'n vrou is, na een-uur nm. op meer as vyf dae in 'n week te werk nie;

(vii) om, indien dit 'n vrou onder die ouderdom van agtien jaar is, na 6.30 nm. te werk nie.

(b) Notwithstanding the provisions of sub-paragraphs (i), (ii) and (iii) of paragraph (a), an employer may require or permit a clerical employee to work overtime not exceeding—

- (i) one hundred hours in any year;
- (ii) six hours in any week;
- (iii) three hours on any day.

(c) The provisions of paragraphs (a) (iv), (v), (vi) and (vii) and the limitations prescribed by paragraph (b) of this sub-clause shall not apply in respect of an employee while he is engaged on emergency work.

(d) An employer shall pay to a clerical employee who works overtime an amount calculated at a rate not less than one and one third times his hourly wage in respect of the total period so worked on any days in any week.

(e) Whenever a clerical employee works on a Sunday, his employer shall—

(i) pay to the employee—

(aa) if he so works for a period not exceeding four hours, an amount of not less than the wage payable in respect of the period ordinarily worked by him on a weekday;

(bb) if he so works for a period exceeding four hours, an amount calculated at a rate of not less than double his wage rate in respect of the total period worked on such Sunday, or an amount of not less than double the wage payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(ii) pay to the employee an amount calculated at a rate of not less than one and one-third times his wage rate in respect of the total period worked on such Sunday and grant to him within fourteen days of such Sunday one day's leave and pay to him in respect thereof an amount of not less than his daily wage as if he had on such day worked his ordinary hours for that day of the week.

7. DISCIPLINE AND QUALIFICATIONS.

(1) (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) It shall be the duty of driver/conductors, drivers and conductors to inspect each bus under his control and report defects therein immediately to the Inspector on duty on the forms provided.

It shall also be their duty to be helpful and courteous to passengers at all times.

(2) 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.

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

(c) A clerical employee shall be entitled to and shall be granted leave on all public holidays and shall be paid by his employer an amount of not less than his daily wage in respect of each such holiday as if he had on such day worked his ordinary hours for that day of the week but such employee may, subject to the provisions of paragraph (d), be required or permitted by his employer to work on any such holiday.

(d) Whenever a clerical employee is required or permitted to work on a public holiday his employer shall, in addition to paying to the employee the amount to which the employee would have been entitled had he not so worked—

(i) pay to the employee an amount calculated at a rate of not less than his wage rate in respect of the total period worked on such public holiday, or an amount of not less than the wage payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(b) Ondanks die bepalings van subparagraaf (i), (ii) en (iii) van paragraaf (a), mag 'n werkgewer van 'n klerk vereis of hom toelaat om hoogstens die volgende oortyd te werk—

- (i) een honderd uur in 'n jaar;
- (ii) ses uur in 'n week;
- (iii) drie uur op 'n dag.

(c) Die bepalings van paragraaf (a) (iv), (v), (vi) en (vii) en die beperkings wat in paragraaf (b) van hierdie subklousule voorgeskryf word, is nie ten opsigte van 'n werknemer van toepassing terwyl hy noodwerk verrig nie.

(d) 'n Werkgewer moet 'n klerk wat oortydwerk verrig, 'n bedrag betaal wat bereken is op een en een derde maal sy uurloon ten opsigte van die totale tydperk wat hy aldus op enige van die dae in 'n week gewerk het.

(e) Wanneer 'n klerk op 'n Sondag werk, moet sy werkgewer—

(i) die werknemer die volgende betaal:—

(aa) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, 'n bedrag wat minstens gelyk is aan die loon wat ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaalbaar is;

(bb) indien hy aldus vir 'n tydperk van langer as vier uur werk, 'n bedrag wat bereken is op minstens dubbel sy loon ten opsigte van die totale tydperk wat op sodanige Sondag gewerk is, of 'n bedrag wat minstens gelyk is aan dubbel die loon wat ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaalbaar is, naamlik die grootste bedrag; of

(ii) die werknemer 'n bedrag betaal wat bereken is op minstens een en een derde maal sy loon ten opsigte van die totale tydperk wat op sodanige Sondag gewerk is, en hom binne veertien dae vanaf sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens 'n bedrag betaal wat gelyk is aan sy dagloon asof hy op sodanige dag sy gewone ure vir daardie dag van die week gewerk het.

7. DISCIPLINE EN BEVOEGDHEID.

1. (a) Die vakvereniging verbind hom om met die werkgewer saam te werk ten einde die handhawing van behoorlike dissipline onder sy lede wat by die werkgewer in diens is, te verseker en om traagheid, nalatigheid, ongehoorsaamheid, of verontagsaming van die munisipale of die werkgewer se regulasies te bestry.

(b) Dit is die drywer-kondukteurs, drywers en kondukteurs se plig om elke bus onder hul beheer te inspekteer en defekte daaraan onmiddellik op die vorms wat verskaf word aan die Inspekteur wat op diens is, te rapporteer.

Dit is ook hul plig om te alle tye die passasiers behulpzaam te wees en hoflik teenoor hulle op te tree.

(2) Skendings van die dissipline moet deur die werkgewer afgehandel word, maar indien die vakvereniging dit nodig ag, kan 'n verteenwoordiger van die vakvereniging teenwoordig wees wanneer 'n saak oorweeg word.

(3) Die werkgewer kan van tyd tot tyd van drywers en kondukteurs vereis om hom daarvan te oortuig dat hulle nog die vereistes aan hul aanstellings verbonde, nakom.

8. OPENBARE VAKANSIEDAE EN JAARLIKSE VERLOF.

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

(b) Elke werknemer, uitgesonderd 'n klerk, van wie daar vereis word om op die dae genoem in klousule (a), te werk en wat aldus werk, moet, benewens die besoldiging waarvoor genoemde klousule voorsiening maak, vir die tyd wat hy aldus werk teen die gewone loon besoldig word.

(c) 'n Klerk is geregtig op en moet verlof toegestaan word op alle openbare vakansiedae en sy werkgewer moet hom ten opsigte van elke sodanige vakansiedag minstens 'n bedrag wat gelyk is aan sy dagloon betaal asof hy op sodanige dag sy gewone ure vir daardie dag van die week gewerk het, maar daar mag, behoudens die bepalings van paragraaf (d), van sodanige werknemer vereis of hy mag toegelaat word om op enige sodanige vakansiedag te werk.

(d) Wanneer daar van 'n klerk vereis word of hy toegelaat word om op 'n openbare vakansiedag te werk, moet sy werkgewer, benewens die bedrag wat die werknemer op geregtig sou wees indien hy nie aldus gewerk het nie—

(i) die werknemer 'n bedrag betaal wat bereken is teen minstens sy loon ten opsigte van die totale tydperk aldus op sodanige openbare vakansiedag gewerk, of 'n bedrag van minstens die loon ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaalbaar is, naamlik die grootste bedrag; of

- (ii) pay to the employee an amount calculated at a rate of not less than one-third of his wage rate in respect of the total period worked on such public holiday and grant to him within fourteen days of such public holiday one day's leave and pay to him in respect thereof an amount of not less than his daily wage as if he had on such day worked his ordinary hours for that day of the week.

(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; provided that an employee who has completed 15 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, whose contract of employment is terminated during any period of twelve months of employment before the period of leave prescribed in paragraph (a) hereof in respect of that period has accrued, shall, upon such termination, and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount 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.

(f) An employer shall not grant annual leave to be concurrent with any period of sick leave granted in terms of clause 9 or with a period of notice of termination of employment, or, unless the employee so requests and the employer agrees in writing, with any period of military training.

(g) An employer shall pay to an employee to whom leave is granted under sub-clause (2) his pay in respect of the period of leave, not later than the last work day of the employee before the commencement of the said period or, at the written request of an employee, not later than the first pay day for such employee after expiration of his period of leave.

(h) Any amount paid to an employee in terms of paragraphs (a), (b) and (e) of this sub-clause shall be calculated at the rate of the wage which the employee was receiving immediately prior to the date upon which the leave commenced or his employment terminated, as the case may be.

(i) Any period during which an employee—

- (i) is on leave in terms of paragraph (a); or
- (ii) is on sick leave in terms of clause 9; or
- (iii) is absent from work on the instructions or at the request of the employer; or
- (iv) is undergoing military training,

amounting in the aggregate in any year to not more than ten weeks in respect of the periods referred to in sub-paragraphs (i), (ii) and (iii) plus up to four months of any period of military training referred to in sub-paragraph (iv) undergone in that year, shall for the purpose of sub-paragraphs (a), (b) and (e), be deemed to be service.

9. SICK LEAVE.

(1) An employee, other than a clerical employee 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 80 per cent of the weekly remuneration applicable to him in terms of clause 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-clauses (1) (i) and (4) of clause 4 of this Agreement, divided

- (ii) die werknemer 'n bedrag betaal wat bereken is teen minstens een derde van sy loon ten opsigte van die totale tydperk wat op sodanige openbare vakansiedag gewerk is en hom binne veertien dae vanaf sodanige openbare vakansiedag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal asof hy op sodanige dag sy gewone ure vir daardie dag van die week gewerk het.

(2) (a) Elke werknemer moet 18 agtereenvolgende werkdade afwesigheidsverlof met volle betaling verleen word vir elke jaar diens tot en met vyf jaar by dieselfde werkgever.

Ten opsigte van die sesde en elke daaropvolgende jaar diens by dieselfde werkgever, is 'n werknemer geregtig op 24 agtereenvolgende werkdade afwesigheidsverlof met volle betaling; met dien verstande dat 'n werknemer wat 15 jaar diens by dieselfde werkgever voltooi het, benewens die verlof hierin voorgeskryf, op een ekstra tydperk van een maand verlof met volle betaling geregtig is.

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 wie se dienskontrak gedurende enige tydperk van twaalf maande diens beëindig word voordat die tydperk van verlof wat in paragraaf (a) hiervan ten opsigte van daardie tydperk voorgeskryf word, opgehoop het, moet by sodanige beëindiging bo en behalwe enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige dienstydsperk 'n bedrag van minstens sy loon vir 'n dag van 8 werkeure betaal word.

(c) Vir jaarlikse verlofdoeleindes moet die diens van 'n werknemer bereken word vanaf die datum waarop hy laas op verlof geregtig geword het of vanaf die datum waarop sy diens by die werkgever begin het of vanaf 'n datum een jaar voordat hierdie Ooreenkoms in werking getree het, naamlik vanaf die jongste datum.

(d) Behoudens die bepalings van paragraaf (b) van hierdie subklousule, mag geen bedrag in plaas van verlof wat ingevolge hierdie klousule aan 'n werknemer verskuldig is, of verskuldig gaan word, deur 'n werkgever betaal of deur 'n werknemer aangeeem 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, ten opsigte van sodanige verlof, die bedrae betaal word wat in paragraaf (a) en (b) van hierdie subklousule genoem word.

(f) Die verloftydperk wat 'n werkgever toestaan, mag nie saamval nie met enige tydperk van siekteverlof wat ingevolge klousule 9 verleen word of met 'n tydperk waarin daar kennis van diensbeëindiging gegee word of, tensy die werknemer daarom aansoek doen en die werkgever skriftelik daarmee instem, met 'n tydperk van militêre opleiding.

(g) 'n Werkgever moet 'n werknemer aan wie verlof ingevolge subklousule (2) verleen is, sy betaling ten opsigte van die verloftydperk betaal voor of op die laaste werkdag van die werknemer voordat gemelde tydperk begin of, op die skriftelike versoek van 'n werknemer, voor of op die eerste betaaldag van sodanige werknemer na die verstryking van sy verloftydperk.

(h) Alle bedrae wat ingevolge paragraaf (a), (b) en (e) van hierdie subklousule aan 'n werknemer betaal word, moet bereken word teen die loon wat die werknemer onmiddellik voor die datum waarop die verlof begin het of sy diens beëindig is, na gelang van die geval, ontvang het.

(i) Alle tydperke wat 'n werknemer—

- (i) kragtens paragraaf (a) met verlof is; of
- (ii) kragtens klousule 9 met siekteverlof is; of
- (iii) op las of op die versoek van sy werkgever van die werk afwesig is; of
- (iv) militêre opleiding ondergaan,

wat ten opsigte van die tydperke in subparagrafe (i), (ii) en (iii) genoem in 'n jaar altesaam hoogstens tien weke beloop, plus tot vier maande van enige tydperk van militêre opleiding wat in subparagraaf (iv) gemeld word en wat in daardie jaar ondergaan is, word vir die toepassing van subparagrafe (a), (b) en (e) geag diens te wees.

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 afwesig is as gevolg van siekte wat nie deur sy eie nalatigheid of wangedrag veroorsaak is en wat nie deur die Ongevalwet, 1941, gedek word nie, moet minstens 80 persent van die weeklikse besoldiging wat op hom van toepassing is kragtens klousule 4 van hierdie Ooreenkoms, gedeel deur ses, vir elke dag afwesigheid van 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 by die werkgever in diens was en wat langer as twee dae van die werk afwesig is weens siekte wat nie die gevolg van sy eie nalatigheid of wangedrag is nie, moet minstens die weekloon wat ingevolge subklousules (1) (i) en (4) van hierdie Ooreenkoms

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) An employee, other than a clerical employee, who has not been absent from work due to sickness as provided in sub-clause (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) (1) An employer shall grant to any clerical employee, other than a casual employee, employed by him who is absent from work through incapacity—

- (a) in the case of an employee who works a five day week, not less than thirty work days; and
- (b) in the case of every other employee, not less than thirty-six work days,

sick leave in the aggregate during any period of thirty-six consecutive months of employment with him and shall pay to such employee in respect of the period of absence in terms of this sub-clause an amount of not less than the wage he would have received had he worked during such period: Provided that—

- (i) in the first twelve consecutive months of employment a clerical employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of a clerical employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of every other clerical employee, one work day in respect of each completed month of employment.

(5) 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.

(6) For the purpose of this clause "employment" includes any period during which an employee—

- (a) is on leave in terms of clause 8 (2); or
- (b) is on sick leave in terms of this clause; or
- (c) is absent from work on the instructions or at the request of his employer; or
- (d) is undergoing military training,

amounting in the aggregate in any year to not more than ten weeks in respect of the periods referred to in paragraphs (a), (b) and (c) plus up to four months of any period of military training referred to in paragraph (d) undergone in that year.

10. UNIFORMS.

After the completion of three months' service every driver, conductor or driver-conductor shall be entitled to the following uniform issue:—

- One tunic every two years.
- Two pairs of trousers every year.
- One cap every year.
- Three shirts every year.
- One 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.

(1) Subject to the provisions of this clause, an employer or his employee who desires to terminate the contract of service, shall give—

- (a) during the first four weeks of employment, not less than one work day's notice; and
- (b) after the first four weeks of employment, in the case of a clerical employee, one week's notice, and, in the case of other employees, one work-day's notice,

of termination of the contract and upon such termination of the contract the employer shall pay the employee not less than—

- (i) in the case of one work day's notice, the daily wage the employee is receiving at the time of such termination;
- (ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that an employer or employee may at any time terminate the contract of employment without notice by paying to the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice an amount of not less than the appropriate wage referred to in sub-paragraph (i) or (ii).

- (2) The provisions of sub-clause (2) shall not affect—
- (a) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in sub-clause (2); or
- (c) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

op hom van toepassing is, gedeel deur 6 betaal word vir elke dag van sodanige afwesigheid van hoogstens 12 werkdag altesaam in 'n jaar diens, bereken vanaf die datum waarop die werknemer tot sy werkgever se diens toegetree het.

(3) 'n Werknemer wat nie vir die volle tydperk van 24 werkdag, soos bepaal in subklousule (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 meer as 72 dae mag beloop nie.

(4) (1) 'n Werkgever moet aan 'n klerk, uitgesonderd 'n los werknemer, wat by hom werksaam is en weens ongeskiktheid van sy werk afwesig is—

- (a) in die geval van 'n werknemer wat vyf dae in 'n week werk, minstens dertig werkdag; en
- (b) in die geval van alle ander werknemers, minstens ses-en-dertig werkdag,

siekteverlof altesaam in 'n tydperk van ses-en-dertig agtereenvolgende maande diens by hom toestaan, en hy moet sodanige werknemer ten opsigte van die tydperk van afwesigheid kragtens hierdie subklousule 'n bedrag betaal van minstens die loon wat hy sou ontvang het indien hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

- (i) 'n klerk gedurende die eerste twaalf agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n klerk wat vyf dae in 'n week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens, en, in die geval van alle ander klerklike werknemers, een werkdag ten opsigte van elke voltooide maand diens.

(5) Vir die toepassing van hierdie klousule omvat „diens” alle tydperke wat 'n werknemer—

- (a) kragtens klousule 8 (2) met verlof is; of
- (b) kragtens hierdie klousule met siekteverlof is; of
- (c) op las of op versoek van sy werkgever van die werk afwesig is; of
- (d) militêre opleiding ondergaan,

wat ten opsigte van die tydperke in paragrawe (a), (b) en (c) gemeld, altesaam hoogstens tien weke in 'n jaar beloop, plus tot vier maande van enige tydperk van militêre opleiding wat in paragraaf (d) gemeld word en in daardie jaar ondergaan is.

10. UNIFORMS.

Na voltooiing van 3 maande diens, is elke drywer, kondukteur of drywerkondukteur geregtig op die uitreiking van die volgende uniform:—

- Een tuniek elke twee jaar.
- Twee broeke elke jaar.
- Een pet elke jaar.
- Drie hemde elke jaar.
- Een reënjas elke vier jaar.

Wanneer hy die diens van 'n werkgever verlaat, moet elke drywer, kondukteur of drywerkondukteur een volledige uniform-uitreiking soos hierin gemeld, teruggee.

11. DIENSBEEÏNDIGING.

1. Behoudens die bepalings van hierdie klousule, moet 'n werkgever of sy werknemer wat die dienskontrak wil beëindig—

- (a) gedurende die eerste vier weke diens, minstens een dag kennis gee; en
- (b) na die eerste vier weke diens, in die geval van 'n klerk, een week kennis, en, in die geval van ander werknemers, een werkdag kennis,

van die beëindiging van die dienskontrak en die werkgever moet die werknemer by sodanige beëindiging van die kontrak minstens die volgende betaal—

- (i) in die geval van een dag diensopsegging, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van een week diensopsegging, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat 'n werkgever of werknemer die dienskontrak te eniger tyd sonder kennisgewing mag beëindig deur, in plaas van sodanige kennisgewing 'n bedrag van minstens die toepaslike loon wat in subparagraaf (i) of (ii) gemeld word, aan die werknemer te betaal of aan die werkgever te betaal of verbeur, na gelang van die geval.

2. Die bepalings van subklousule (2) raak nie—

- (a) 'n werkgever of werknemer se reg om die dienskontrak om 'n regsgeldige rede sonder opsegging te beëindig nie;
- (b) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n opseggingstermyn wat vir albei partye ewe lank is en langer is as die wat in subklousule (2) voorgeskryf word; of
- (c) 'n verbeuring of 'n boete wat by enige wet van toepassing is ten opsigte van 'n werknemer wat dros.

(3) Where there is in existence such an agreement as is referred to in paragraph (b) of sub-clause (3), the payment or forfeiture referred to in sub-clause (2) shall be commensurate with the period of notice agreed upon between the employer and the employee.

(4) The notice prescribed in sub-clause (1) shall be given on or before the usual pay day of the establishment and shall run from the day after such pay day; provided that—

- (a) a period of notice shall not run concurrently with, and notice shall not be given during an employee's absence on leave granted in terms of clause 8 or any period of his military training;
- (b) notice shall not be given during an employee's absence on sick leave in terms of clause 9; and
- (c) where only one work day's notice is required to be given such notice may be given on any work day.

(5) An employer or his employee, except an illiterate employee, shall give the notice referred to in this clause in writing.

12. EXEMPTIONS.

(1) The Council may on application by any person to whom this agreement applies 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 at any time by the Council during the period for which it was granted.

13. TRADE UNION MEMBERSHIP.

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

(2) This clause shall not apply in respect of inspectors, foremen, 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 Republic 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.

14. ADMINISTRATION OF THE AGREEMENT.

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

15. PERSONS UNDER 17 YEARS OF AGE.

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

16. 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.

17. 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.

18. 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.

3. Waar daar 'n ooreenkoms is soos in paragraaf (b) van subklousule (3) bedoel, moet die betaling of verbeuring in subklousule (2) vermeld eweredig wees aan die opseggingstermyn waaroor die werkgewer en die werknemer ooreengekom het.

4. Die opsegging wat in subklousule (1) voorgeskryf word, moet voor of op die gewone betaaldag van die bedryfsinrigting gegee word, en geld met ingang van die dag na sodanige betaaldag; met dien verstande dat—

- (a) die opseggingstermyn mag nie saamval nie met, en kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof wat kragtens klousule 8 verleen is, of met enige tydperk van sy militêre opleiding;
- (b) kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof kragtens klousule 9; en
- (c) waar daar slegs een werkdag kennis gegee hoef te word, sodanige kennis op enige werkdag gegee mag word.

5. 'n Werkgewer of sy werknemer, uitgesonderd 'n ongeletterde werknemer, moet skriftelik die kennis gee wat in hierdie klousule bedoel word.

12. VRYSTELLINGS.

(1) Die Raad mag, wanneer enigiemand op wie hierdie Ooreenkoms van toepassing is daarom aansoek doen, vrystelling van enige bepaling daarvan verleen aan—

- (a) die werkgewer;
- (b) 'n 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 mag 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 'n vrystellingsertifikaat te eniger tyd gedurende die tydperk waarvoor dit uitgereik is, wysig of intrek.

13. LIDMAATSKAP VAN VAKVERENIGING.

(1) Die werkgewer mag geen persoon wat nie lid van die vakvereniging is nie, 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 sonder 'n afdoende rede geweier is en die persoon wat om lidmaatskap van die vereniging aansoek gedoen het, die Raad binne 30 dae van sodanige weiering in kennis gestel het.

(2) Hierdie klousule is nie op inspekteurs, voormanne, klerke, arbeiders, lokasiedrywers, lokasiekondukteurs, lokasiedrywerkondukteurs 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, as '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 bepalinge van hierdie klousule onmiddellik in werking tree, en die werkgewer van sodanige immigrant mag hom nie vir 'n tydperk van langer as 'n week, gereken vanaf die datum van sodanige weiering, in diens hou nie.

14. ADMINISTRASIE VAN DIE OOREENKOMS.

Die Raad is verantwoordelik vir die administrasie van die Ooreenkoms en kan vir die leiding van die werkgewer en werknemers menings uitspreek wat nie met die bepalinge daarvan onbestaanbaar is nie.

15. PERSONE ONDER DIE LEEFTYD VAN 17 JAAR.

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

16. VERTEENWOORDIGERS VAN DIE VAKVERENIGING IN DIE RAAD.

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

17. AGENTE.

Die Raad moet een of meer aangewese persone as agente aanstel om te help om uitvoering aan die bepalinge van hierdie Ooreenkoms te gee.

'n Agent kan enige bedryfsinrigting betree en die werkgewer of enige werknemer ondervra en die register van lone wat betaal, tyd wat gewerk en bedrae wat vir oortyd betaal is, inspekteer om vas te stel of die Ooreenkoms nagekom word.

18. FONDSE VAN DIE RAAD.

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

(2) All amounts collected in accordance with the provisions of sub-clause (1) of this clause shall together with a statement showing the number of employees employed 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.

19. CERTIFICATE OF SERVICE.

Except where a contract of employment is terminated on the ground of desertion, the employer shall upon termination of the contract of employment of his clerical employee and at his request furnish the employee with a certificate of service showing the full names of the employer and of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the wage rate of the employee on the date of such termination.

Signed at Kimberley on behalf of the parties this 30th day of August, 1965.

R. C. ELLIOTT,
Chairman of the Council.

J. J. STEYL,
Vice-Chairman of the Council.

A. A. DICKERSON,
Secretary of the Council.

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

19. DIENSSERTIFIKAAT.

Buiten waar 'n dienskontrak beëindig word as gevolg van 'n werknemer wat dros, moet die werkgever by die beëindiging van die dienskontrak van sy klerk op die se versoek aan die werknemer 'n dienssertifikaat verskaf waarop die volle naam van die werkgever en van die werknemer, die beroep van die werknemer, die datum waarop die kontrak aangegaan en die datum waarop die beëindig is en die loon van die werknemer op die datum van sodanige beëindiging, aangetoon word.

Namens die partye op hede die 30ste dag van Augustus 1965, te Kimberley onderteken.

R. C. ELLIOTT,
Voorsitter van die Raad.

J. J. STEYL,
Ondervoorsitter van die Raad.

A. A. DICKERSON,
Sekretaris van die Raad.

No. R. 1998.] [17 December 1965.
WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE No. 43 OF 1942.

ROAD PASSENGER TRANSPORT INDUSTRY,
KIMBERLEY.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby in terms of sub-regulation (1) of regulation four of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Road Passenger Transport Industry, published under Government Notice No. R. 1997 of the 17th December, 1965.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 1998.] [17 Desember 1965.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OORLOGS-
MAATREËL No. 43 VAN 1942.

PADPASSASIEVERVOERBEDRYF, KIMBERLEY.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subregulasie (1) van regulasie vier van die regulasies wat by Oorlogsmaatreëls No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Padpassasiersvervoerbedryf wat by Goewermentskennisgewing No. R. 1997 van 17 Desember 1965 gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 1997.] [17 December 1965.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

ROAD PASSENGER TRANSPORT INDUSTRY,
KIMBERLEY.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby 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, published under Government Notice No. R. 1997 of the 17th December, 1965, to be, on the whole, not less favourable to the employees 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.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 1997.] [17 Desember 1965.
WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

PADPASSASIEVERVOERBEDRYF, KIMBERLEY.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby 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, gepubliseer by Goewermentskennisgewing No. R. 1997 van 17 Desember 1965, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Adjunk-minister van Arbeid.

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