

BUITENGEWONE



EXTRAORDINARY

STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

REGULASIEKOERANT No. 969

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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 921. 24 May 1968.

INDUSTRIAL CONCILIATION ACT, 1956.

ROAD PASSENGER TRANSPORT INDUSTRY, PORT ELIZABETH.

MAIN AGREEMENT.

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Road Passenger Transport Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 25 March 1970 upon the employers 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 section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a) and 2 of Part I, 2 (8) (c), 8, 11, 14 and 15 of Part II and 10 of Part III, shall be binding from the second Monday after the date of publication of this notice and for the period ending 25 March 1970 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 Magisterial District of Port Elizabeth; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Port Elizabeth and from the second Monday after the date of publication of this notice and for the period ending 25 March 1970 the provisions of the said Agreement, excluding those contained in clauses 1 (a) and 2 of Part I; 2 (8) (c), 8, 11, 14 and 15 of Part II and 10 of Part III, 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,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 921, 24 Mei 1968.

WET OP NYWERHEIDSVERSOENING, 1956.

PADPASSASIEVERVOERBEDRYF, PORT ELIZABETH.

HOOFOOREENKOMS.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en wat op die Padpassasiersvervoerbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 25 Maart 1970 eindig, bindend is vir die werkgewers en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werknemers wat lede van daardie vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a) en 2 van Deel I, 2 (8) (c), 8, 11, 14 en 15 van Deel II en 10 van Deel III, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 25 Maart 1970 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 landdrostdistrik Port Elizabeth; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a) en 2 van Deel I, 2 (8) (c), 8, 11, 14 en 15 van Deel II en 10 van Deel III, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 25 Maart 1970 eindig, in die landdrostdistrik Port Elizabeth *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE ROAD PASSENGER
TRANSPORT INDUSTRY, PORT ELIZABETH.

MAIN AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act No. 28 of 1956, as amended, made and entered into by and between

Port Elizabeth Passenger Transport Limited, and
Baakens Passenger Transport Limited

(hereinafter referred to as "the employers"), of the one part, and
Port Elizabeth Bus Workers' Union

(hereinafter referred to as "the employees" or "the Trade Union"), of the other part,

being parties to the Industrial Council for the Road Passenger Transport Industry (Port Elizabeth).

PART I.

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial District of Port Elizabeth by the employers referred to in the preamble to the schedule who are engaged in the Road Passenger Transport Industry and by all employees who are members of the trade union and who are employed in the said Industry.

(b) Notwithstanding the provisions of subclause (a), the terms of this Agreement shall only apply to employees for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister in terms of section forty-eight of the Industrial Conciliation Act, 1956, as amended, and shall remain in force for the period ending 25 March 1970, or such other period as may be determined by him.

3. SPECIAL PROVISIONS.

(1) Notwithstanding anything to the contrary contained therein the provisions of Part II of this Agreement shall not apply to drivers or conductors or ground conductors employed in the Industry (as defined in Part II) on vehicles operating within, into and out of New Brighton Location (as defined in Part III) or to shed employees engaged on servicing such vehicles.

(2) Notwithstanding anything to the contrary contained therein, the application of the provisions of Part III shall be limited to drivers or conductors or ground conductors employed in the Industry (as defined in Part II) on vehicles operating within, into and out of New Brighton Location (as defined in Part III) or to shed employees engaged on servicing such vehicles.

PART II.

1. DEFINITIONS.

Any terms used in this part of the Agreement which are defined in the Act shall have the same meanings as in that Act, any reference to an Act or Ordinance shall include any amendment of such Act or Ordinance 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, 1958;

"brush hand, Grade I" means an employee engaged in painting up to and including the application of the final coat of colour, but excluding varnishing, fancy painting, painting of notices and advertisements;

"brush hand, Grade II" means an employee engaged in preparing vehicles for painting, applying priming coat or colour washings;

"Council" means the Industrial Council for the Road Passenger Transport Industry (Port Elizabeth), registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Act;

"conductor" means an employee engaged in the collection of fares on vehicles and who is responsible for the safety or passengers and proper timely running of vehicles;

"duty schedule" means a Schedule detailing the work which employees shall perform each week;

"driver" means an employee engaged in driving vehicles which are scheduled in passenger service;

BYLAE.

NYWERHEIDSRAAD VIR DIE PADPASSASIE-
VERVOERBEDRYF, PORT ELIZABETH.

HOOFOOREENKOMS

ingevoelge die bepalings ingeвоelge die Wet op Nywerheidsversoenig, No. 28 van 1956, soos gewysig, gesluit en aangegaan deur en tussen die

Port Elizabeth Passenger Transport Limited, en
Baakens Passenger Transport Limited

(hieronder die "werkgewers" genoem), aan die een kant, en die

Port Elizabeth Bus Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Padpassasiers-vervoerbedryf (Port Elizabeth).

DEEL I.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik Port Elizabeth nagekom word deur die werkgewers wat in die aanhef van die Bylae bedoel word en wat die Padpassasiersvervoerbedryf beoefen en deur alle werknemers wat lede van die vakvereniging is en in genoemde Bedryf werk-saam is.

(b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms van toepassing op slegs dié werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSTERMYN VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel 48 van die Wet op Nywerheidsversoenig, 1956, soos gewysig, vasstel en bly van krag vir die tydperk eindigende 25 Maart 1970 of dié ander tydperk wat hy mag bepaal.

3. SPESIALE BEPALINGS.

(1) Ondanks andersluidende bepalings daarin vervat, is die bepalings van Deel II van hierdie Ooreenkoms nie van toepassing nie op bestuurders of kondukteurs of grondkondukteurs wat in die Bedryf (soos in Deel II omskryf) werksaam is op voertuie wat in, na of van die New Brightonlokasie (soos in Deel III omskryf) loop of op loodswerknemers wat die diensing van sodanige voertuie waarneem.

(2) Ondanks andersluidende bepalings daarin vervat, is die toepassing van die bepalings van Deel III beperk tot die bestuurders of kondukteurs of grondkondukteurs wat in die Bedryf (soos in Deel II omskryf) werksaam is op voertuie wat in, na of van die New Brightonlokasie (soos in Deel III omskryf) loop of tot loodswerknemers wat die diensing van sodanige voertuie waarneem.

DEEL II.

1. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie deel van die Ooreenkoms gebezig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet of ordonnansie melding gemaak word, word ook alle wysigings van sodanige wet of ordonnansie bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoenig, 1956;

"skilder, graad I," 'n werknemer wat verfwerk verrig tot en met inbegrip van die aanbring van die finale kleurlaag maar uitgesonderd verniswerk, fantasieverfwerk en die verf van kennigewings en advertensies;

"skilder, graad II," 'n werknemer wat voertuie vir verfwerk voorberei deur grondverflae of waterverflae daarop aan te bring;

"Raad" die Nywerheidsraad vir die Padpassasiersvervoerbedryf (Port Elizabeth) wat ingeвоelge artikel 2 van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word ingeвоelge die Wet geregistreer te wees;

"kondukteur" 'n werknemer wat die reisgeld op voertuie invorder en wat verantwoordelik is vir die veiligheid van die passasiers en daarvoor moet sorg dat die voertuie behoorlik op tyd loop;

"diensrooster" 'n rooster waarin besonderhede verstrek word van die werk wat die werknemers elke week moet verrig;

"bestuurder" 'n werknemer wat voertuie bestuur wat volgens die diensrooster vir passasiersdiens gebruik word;

"duty bus driver" means a shed employee taking and fetching men to and from work;

"Road Passenger Transport Industry" or "Industry" means the industry in which employers and employees are associated for the purpose of transporting for reward over any public road any person or persons by means of any vehicle (other than a vehicle controlled by the South African Railways and Harbours Administration) designed for propulsion otherwise than by human or animal power, designed to carry more than 8 persons in addition to the driver of such vehicle;

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

"shed employee" means an employee other than a driver and conductor whose wages are prescribed in this Agreement;

"shed employee, Grade A" means an employee who is engaged in all or any of the following occupations: Radiator repairing; relining brake shoes; removing and refitting tyres and tubes to wheel rims; van driving; shunting and changing vehicles for service, and includes assistants to mechanics, fitters and electricians; cleaner charge-hands and stores assistants;

"shed employee, Grade B" means an employee engaged in any or all of the following occupations: Attending to batteries; operating polishing machines, refueling of vehicles; greasing; tyre inflating; wheel changing; steam degreasing and includes leather trimmers (upholstery), welders' assistants, carpenters' assistants and panel beaters' assistants;

"shed employee, Grade C" means a cleaner and/or labourer;

"signwriter" means an employee engaged in setting out and writing advertisements, letters and numerals on the inside and outside of vehicles and on notice boards and executing any form of writing on the employer's premises or property;

"spreadover" means the period in any 1 day between the commencing and finishing time of an employee's work as set forth on the duty schedule;

"wage" means the wage prescribed in clause 2 (1) and (2) of this part of this Agreement, provided that where the employer regularly pays an employee an amount higher than that prescribed in the said subclauses, it means such higher amount.

2. WAGES.

(1) No employer shall pay and no employee shall accept wages lower than the following:—

	Per Hour. R
(a) Drivers and conductors:—	
First 6 months of service.....	0.6128
Second 6 months of service.....	0.6294
Second year of service.....	0.6628
Third year of service.....	0.6961
Fourth year of service.....	0.7128
Fifth year of service.....	0.7211
Sixth year of service.....	0.7378
Seventh year of service.....	0.7461
Eighth year of service.....	0.7544
Ninth year of service.....	0.7628
Tenth year of service.....	0.7711
Eleventh year of service and thereafter.....	0.8044
(b) Signwriter.....	0.7610
(c) Brush hand, Grade I:—	
First 3 years in the grade.....	0.6194
Fourth year in the grade.....	0.6277
Fifth year in the grade and thereafter.....	0.6360
(d) Brush hand, Grade II:—	
First year in the grade.....	0.4925
Second year in the grade.....	0.5092
Third year in the grade.....	0.5476
Fourth year in the grade.....	0.5559
Fifth year in the grade and thereafter.....	0.5944
(e) Shed employees, Grade A:—	
First year in the grade.....	0.4925
Second year in the grade.....	0.5092
Third year in the grade.....	0.5476
Fourth year in the grade.....	0.5559
Fifth year in the grade and thereafter.....	0.5944

"diensbusbestuurder" 'n loodswerknemer wat werknemers na en van hul werk vervoer;

"Padpassasiersvervoerbedryf" of "Bedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om 'n persoon of persone teen vergoeding per openbare pad te vervoer deur middel van 'n voertuig (uitgesonderd 'n voertuig wat deur die Suid-Afrikaanse Spoorweg- en Hawensadministrasie beheer word) wat ontwerp is vir aandrywing op 'n ander manier as deur middel van mense-, of dierekrag en wat ontwerp is vir die vervoer van meer as 8 persone, benewens die bestuurder van sodanige voertuig;

"diens" die totale ononderbroke dienstydperk van 'n werknemer by dieselfde werkgewer in die Bedryf voor of na die datum van inwerkingtreding van hierdie Ooreenkoms;

"loodswerknemer" 'n werknemer, uitgesonderd 'n bestuurder en kondukteur, wie se lone in hierdie Ooreenkoms voorgeskryf word;

"loodswerknemer, graad A," 'n werknemer wat enigeen van of al onderstaande werksaamhede verrig: Verkoelerherstelwerk; remskoenversoolwerk; verwydering en aanbring van buite- en binnebande van of aan wielvellings; toemotorbestuurswerk; die rangering en verandering van voertuie vir diens, en dit omvat ook assistente vir werktuigkundiges, monteurs en elektrisiëns; onderbase van skoonmakers en pakhuisassistentie;

"loodswerknemer, graad B," 'n werknemer wat enigeen van of al onderstaande werksaamhede verrig: Die versorging van batterye; die bediening van poleermasjiene; die vulling van voertuie met brandstof; smeerwerk; die oppomp van buitebande; die verandering van wiele; die verwydering van ghries deur middel van stoom, en dit omvat ook leerbekleërs (bekleedsel); sweisersassistentie, timmermansassistentie en duikkloppersassistentie;

"loodswerknemer, graad C," 'n skoonmaker en/of arbeider;

"letterskilder" 'n werknemer wat advertensies, letters en syfers rangskik en skryf aan die binnekant en die buitekant van voertuie en op kennisgewingborde en wat enige soort skryfwerk verrig op die werkgewer se perseel of eiendom;

"werkdagbestek" die tydperk op 'n bepaalde dag tussen die begin- en ophoutyd van 'n werknemer se werk soos dit op die diensrooster gemeld word;

"loon" die loon wat in klousule 2 (1) en (2) van hierdie deel van die Ooreenkoms voorgeskryf word; met dien verstande dat, waar die werkgewer 'n werknemer gereeld 'n bedrag betaal wat hoër is as dié wat in genoemde subklousules voorgeskryf word, dit sodanige hoër bedrag beteken.

2. LONE.

(1) Geen lone wat laer is as die volgende, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:—

	Per uur. R
(a) Bestuurder en kondukteur:—	
Eerste 6 maande diens.....	0.6128
Tweede 6 maande diens.....	0.6294
Tweede jaar diens.....	0.6628
Derde jaar diens.....	0.6961
Vierde jaar diens.....	0.7128
Vyfde jaar diens.....	0.7211
Sesde jaar diens.....	0.7378
Sewende jaar diens.....	0.7461
Agtste jaar diens.....	0.7544
Negende jaar diens.....	0.7628
Tiende jaar diens.....	0.7711
Elfde jaar diens en daarna.....	0.8044
(b) Letterskilder.....	0.7610
(c) Skilder graad I:—	
Eerste 3 jaar in die graad.....	0.6194
Vierde jaar in die graad.....	0.6277
Vyfde jaar in die graad en daarna.....	0.6360
(d) Skilder graad II:—	
Eerste jaar in die graad.....	0.4925
Tweede jaar in die graad.....	0.5092
Derde jaar in die graad.....	0.5476
Vierde jaar in die graad.....	0.5559
Vyfde jaar in die graad en daarna.....	0.5944
(e) Loodswerknemer graad A:—	
Eerste jaar in die graad.....	0.4925
Tweede jaar in die graad.....	0.5092
Derde jaar in die graad.....	0.5476
Vierde jaar in die graad.....	0.5559
Vyfde jaar in die graad en daarna.....	0.5944

Per Hour.
R

(f) Shed employees, grade B:—	
First year in the grade.....	0.4457
Second year in the grade.....	0.4925
Third year in the grade.....	0.5008
Fourth year in the grade.....	0.5092
Fifth year in the grade and thereafter.....	0.5476
(g) Shed employees, grade C:—	
First year in the grade.....	0.3439
Second year in the grade.....	0.3906
Third year in the grade.....	0.3990
Fourth year in the grade.....	0.4457
Fifth year in the grade and thereafter.....	0.4541
(h) Duty bus driver.....	0.6444

(2) All employees for whom wages are prescribed in clauses 2 (1) (b) to 2 (1) (h) inclusive, and who have completed 11 years of service with the same employer, shall be paid an extra 1.667 cents per hour; those employees who have completed 15 years of service with the same employer shall be paid an extra 2.500 cents per hour; and those employees who have completed 20 years of service with the same employer shall be paid an extra 3.333 cents per hour.

(3) (i) The wages prescribed in subclause (1) shall be deemed to include the cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended.

(ii) In the event of the cost of living allowance payable in terms of the said War Measure being increased, the wages prescribed shall be increased accordingly; provided that an amount equivalent to the amount of the cost of living allowance paid to the category of employee concerned as at 18 October 1966, in terms of subclause (3) of clause 2 of Part II of the Agreement published under Government Notice No. 422 dated 16 March 1962, as amended, by the Agreement published under Government Notice No. 1642 dated 5 October 1962, shall be deemed to be cost of living allowance for the purpose of the said War Measure.

(4) Nothing in this agreement shall operate to reduce the remuneration which any employee was receiving on the date on which this Agreement comes into operation.

(5) (a) A driver or a conductor who drives a vehicle on a scheduled passenger service and who at the same time is responsible for collecting fares and issuing tickets shall in respect of each hour or part thereof during which he performs such work in any 1 week be paid, in addition to the hourly rate prescribed in subclause 1 (a), a special non-pensionable allowance calculated at the rate of five cents (5c) per hour. Such allowance shall not be subject to the provisions of subclause (9) of this clause or of clauses 3, 4 or 6 (1) or 6 (2).

(b) Any employee who works as described in (a) above shall be paid an extra allowance in respect of his ordinary working hours at the rate of an additional 20 minutes per day as a time allowance for paying in and drawing and checking equipment and such time shall not be included in his duty schedule.

(6) (a) Remuneration shall be paid on Fridays in respect of the previous working week which shall be from a Monday to a Sunday, or on termination of employment if this takes place before the ordinary pay day.

(b) Every employer shall register with the Council the address of the office at which remuneration shall be paid and shall notify the Council of any change of address.

(7) Remuneration paid in terms of this Agreement shall be accompanied by a statement showing—

- the employer's name;
 - the employee's name;
 - the number of hours worked including overtime;
 - particulars of deductions made from employee's earnings;
 - the actual amount paid to the employee; and
 - the period in respect of which payment is made;
- and such statement shall become the property of the employee.

(8) An employer shall not impose any fines on his employee nor shall he make any deductions from his employee's remuneration; provided that he may make the following:—

(a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds.

Per uur.
R

(f) Loodswerknemer graad B:—	
Eerste jaar in die graad.....	0.4457
Tweede jaar in die graad.....	0.4925
Derde jaar in die graad.....	0.5008
Vierde jaar in die graad.....	0.5092
Vyfde jaar in die graad en daarna.....	0.5476
(g) Loodswerknemer graad C:—	
Eerste jaar in die graad.....	0.3439
Tweede jaar in die graad.....	0.3906
Derde jaar in die graad.....	0.3990
Vierde jaar in die graad.....	0.4457
Vyfde jaar in die graad en daarna.....	0.4541
(h) Diensbusbestuurder.....	0.6444

(2) Alle werknemers vir wie lone in klousules 2 (1) (b) tot en met 2 (1) (h) voorgeskryf word en wat 11 jaar diens by dieselfde werkgever voltooi het, moet 'n ekstra 1.667 sent per uur betaal word; daardie werknemers wat 15 jaar diens by dieselfde werkgever voltooi het, moet 'n ekstra 2.500 sent per uur betaal word en daardie werkgevers wat 20 jaar diens by dieselfde werkgever voltooi het, moet 'n ekstra 3.333 sent per uur betaal word.

(3) (i) Die lone voorgeskryf in subklousule (1), word geag die lewenskostoelae in te sluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is.

(ii) Ingeval die lewenskostoelae wat ingevolge genoemde Oorlogsmaatreël betaalbaar is, verhoog word, moet die voorgeskrewe lone diensooreenkomstig verhoog word; met dien verstande dat 'n bedrag gelyk aan die bedrag van die lewenskostoelae wat op 18 Oktober 1966 ingevolge subklousule (3) van klousule 2 van Deel II van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. 422 van 16 Maart 1962, soos gewysig by die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. 1642 van 5 Oktober 1962, aan die betrokke klas werknemer betaal is, geag moet word lewenskostoelae te wees vir die toepassing van genoemde Oorlogsmaatreël.

(4) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die besoldiging wat 'n werknemer op die datum van inwerking-treding van hierdie Ooreenkoms ontvang het, verlaag nie.

(5) (a) 'n Bestuurder of 'n kondukteur wat 'n voertuig op 'n vasgestelde passasiersdiens bestuur en terselfdertyd vir die invoering van reisgelde en die uitreiking van kaartjies verantwoordelik is, moet ten opsigte van elke uur of deel van 'n uur wat hy sodanige werk in 'n bepaalde week verrig, benewens die uurloon voorgeskryf in subklousule 1 (a), 'n spesiale nie-pensioengewende toelae betaal word wat teen vyf sent (5c) per uur bereken word. Sodanige toelae is nie aan die bepalings van subklousule (9) van hierdie klousule of van klousules 3, 4 of 6 (1) of 6 (2) onderworpe nie.

(b) 'n Werknemer wat werk soos in (a) hierbo beskryf, moet 'n ekstra toelae ten opsigte van sy gewone werkure betaal word teen 'n addisionele 20 minute per dag as 'n tydtoelae vir inbetaling en die uitneem en nagaan van uitrusting, en sodanige tyd word nie in sy diensrooster ingesluit nie.

(6) (a) Besoldiging ten opsigte van die vorige werkweek, wat van 'n Maandag tot 'n Sondag of tot diensbeëindiging moet strek as dit voor die gewone betaaldag plaasvind, moet op Vrydae betaal word.

(b) Elke werkgever moet die adres van die kantoor waar die besoldiging betaal moet word, by die Raad registreer en moet die Raad van alle adresveranderings verwittig.

(7) Besoldiging wat ingevolge hierdie Ooreenkoms betaal word moet vergesel gaan van 'n staat wat die volgende meld:—

- Die werkgever se naam;
- die werknemer se naam;
- die getal ure gewerk, met inbegrip van oortydwerk;
- besonderhede van bedrae wat van die werknemer se verdienste afgetrek is;
- die werklike bedrag wat aan die werknemer betaal word; en
- die tydperk ten opsigte waarvan die betaling geskied; en sodanige staat word die eiendom van die werknemer.

(8) 'n Werkgever mag nie sy werknemer 'n boete opleë nie en hy mag ook geen bedrag van sy werknemer se besoldiging aftrek nie; met dien verstande dat hy die volgende mag aftrek:—

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siektebystands-, versekerings-, spaar-, voor-sorgs- of pensioenfondse.

(b) Except where otherwise provided in this Agreement whenever an employee is absent from work for any cause other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the remuneration which such employee was receiving in respect of his ordinary hours of work at the time of such absence.

(c) A deduction in respect of Trade Union subscriptions in terms of clause 15 of this part.

(d) A deduction of any amount which an employer is legally or by order of any competent court required or permitted to make.

(e) Any other deduction that may be mutually agreed upon in writing between the Union, the employee and the employer.

(9) An employer who on any day requires or permits a member of one class of his employees to perform either in addition to his own work or in substitution therefor work of another class for which—

(a) a wage higher than that of his own class; or

(b) a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in subclause (1), shall pay to such employee in respect of that day:—

(i) in the case referred to in paragraph (a) not less than the daily wage calculated at the higher rate, and

(ii) in the case referred to in paragraph (b) not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work.

(10) 44 hours of work within 6 days or pay in lieu thereof shall be guaranteed to all employees.

3. HOURS OF WORK.

(1) (a) Subject to the provisions of clause (5) (1) of this part of this Agreement, the ordinary working hours of any employee shall not exceed 44 hours in any 1 week except where an employee works in accordance with a duty schedule, which provides for the rotation of shifts over a period covering 2 or more weeks. Where an employee works in accordance with the hours detailed in such a duty schedule, the number of hours for which such employee shall be paid each week shall be calculated by dividing the total number of hours to be worked in accordance with such duty schedule by the number of weeks covered thereby; provided:—

(i) that if the resulting quotient is less than 44 hours, the employee shall be regarded for purposes of payment as having worked 44 hours in each week; and

(ii) that if the resulting quotient exceeds 44 hours, the employee shall for the excess hours, be paid at the rate of 1½ times his hourly wage.

(b) Subject to the provisions of clause 5 (1) and (2) of this part of this Agreement, no employer shall require his employee to work:—

(i) for more than 8 hours per day on Sundays to Thursdays and more than 8½ hours per day on Fridays and Saturdays;

(ii) on more than 6 days in any 1 working week.

Times worked in excess of the ordinary hours prescribed in this clause shall be paid at the rates provided for in clause 4 (1) of this Agreement.

(c) No driver or conductor shall be required to work for a longer period than 5 hours continuously without a break of not less than 24 minutes.

(d) The following times shall be allowed to drivers and conductors for purposes specified:—

Drivers.—Taking buses out from Rufane Vale Garage: 10 minutes. Returning buses out from Rufane Vale Garage: 10 minutes. Taking buses out from Baakens Bridge: 10 minutes. Returning buses to Baakens Bridge: 5 minutes. No time shall be allowed for starting and finishing at Market Square.

Conductors.—To the working hours of a conductor shall be added 20 minutes per day as a time allowance for paying in and drawing and checking equipment, and such time shall not be included in his duty schedule.

(2) No employee who has to attend Court to give evidence in regard to any happenings to which he was a witness and which occurred while he was on duty, shall, by reason of his having to attend Court during the whole or part of his shift, be required to forfeit any portion of the said shift, and if such attendance requires his free time, he shall in respect hereof be paid an amount equal to 3 hours' pay irrespective of the time involved in each daily attendance.

(b) Behoudens andersluidende bepalingen in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgever, 'n bedrag wat eweredig is aan die tydperk van sy afwesigheid en bereken is op grondslag van die besoldiging wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het.

(c) 'n Bedrag ten opsigte van ledegelde vir die vakvereniging ingevolge klousule 15 van hierdie deel.

(d) 'n Bedrag wat 'n werkgever regtens of op bevel van 'n bevoegde hof mag of moet aftrek.

(e) Enige ander bedrag waarvoor die vakvereniging, die werknemer en die werkgever onderling skriftelik ooreen mag kom.

(9) 'n Werkgever wat op enige dag van 'n lid van een klas van sy werknemers vereis of hom toelaat om of benewens sy eie werk of ter vervanging daarvan werk van 'n ander klas te verrig waarvoor:—

(a) 'n hoër loon as dié van sy eie klas; of

(b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas;

in subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van daardie dag soos volg betaal:—

(i) In die geval bedoel in paragraaf (a), minstens die dagloon bereken teen die hoër loon; en

(ii) in die geval bedoel in paragraaf (b), minstens die dagloon bereken op die kerf in die stygende loonskaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het.

(10) 44 uur werk in 6 dae of betaling in plaas daarvan moet aan alle werknemers gewaarborg word.

3. WERKURE.

(1) (a) Behoudens die bepalingen van subklousule (5) (1) van hierdie Deel van hierdie Ooreenkoms, mag die gewone werkure van 'n werknemer nie meer as 44 uur in 'n bepaalde week beloop nie, behalwe waar 'n werknemer ooreenkomstig 'n diensrooster werk wat voorsiening maak vir die rotasie van skofte oor 'n tydperk wat oor 2 of meer weke strek. Waar 'n werknemer ooreenkomstig die ure werk wat in sodanige diensrooster voorgeskryf word, moet die getal ure waarvoor sodanige werknemer elke week betaal moet word, bereken word deur die totale getal ure wat daar ooreenkomstig sodanige diensrooster gewerk moet word, te deel deur die getal weke wat daardeur gedek word; met dien verstande:—

(i) dat, as die kwosient wat aldus verkry word, minder as 44 uur is, die werknemer, vir die doeleindes van betaling, geag moet word 44 uur elke week te gewerk het; en

(ii) dat, as die kwosient wat aldus verkry word, meer as 44 uur beloop, die werknemer vir die ekstra ure betaal moet word teen 1½ maal sy uurloon.

(b) Behoudens die bepalingen van klousule 5 (1) en (2) van hierdie Deel van hierdie Ooreenkoms, mag geen werkgever van sy werknemer vereis om:—

(i) vir meer as 8 uur per dag op Sondag tot Donderdag en meer as 8½ uur per dag op Vrydag en Saterdag te werk nie;

(ii) op meer as 6 dae in 'n werkweek te werk nie.

Vir tyd wat daar langer gewerk is as die gewone ure wat in hierdie klousule voorgeskryf word, moet daar betaal word soos in klousule 4 (1) van hierdie Ooreenkoms bepaal.

(c) Daar mag van geen bestuurder of kondukteur vereis word om vir 'n langer tydperk as 5 agtereenvolgende ure sonder 'n pouse van minstens 24 minute te werk nie.

(d) Die volgende tye moet aan bestuurders en kondukteurs toegestaan word vir die doeleindes hieronder gemeld:—

Bestuurders.—Busse van Rufane Vale-garage af bestuur: 10 minute. Busse na Rufane Vale-garage bestuur: 10 minute. Busse van Baakens Bridge af bestuur: 10 minute. Busse na Baakens Bridge bestuur: 5 minute. Geen tyd word toegestaan vir die aanvang en beëindiging van reise op Markplein nie.

Kondukteurs.—Daar moet 20 minute per dag by die werkure van 'n kondukteur gevoeg word as tyd wat toegelaat word vir inbetaling en verkryging en nagaan van uitrusting, en sodanige tyd moet nie in sy diensrooster ingesluit word nie.

(2) Daar mag nie van 'n werknemer wat 'n hofsitting moet bywoon om getuie af te lê in verband met 'n gebeurtenis waarvan hy 'n getuie was en wat voorgekom het terwyl hy op diens was, vereis word om, as gevolg van die feit dat hy die hofsitting gedurende sy hele skof of 'n gedeelte daarvan moet bywoon, sy loon vir 'n gedeelte van genoemde skof te verbeur nie, en as hy sodanige hofsitting in sy vrye tyd moet bywoon, moet hy ten opsigte daarvan 'n bedrag betaal word wat gelyk is aan 3 uur se loon, afgesien van die tyd wat deur elke daaglikse bywoning in beslag geneem word.

(3) Every employer shall exhibit in a readily accessible place for reference by drivers, conductors, shed employees and the Council's Agent, a duty schedule as defined in this Agreement.

4. OVERTIME RATES.

(1) Payment shall be made for all time worked by an employee in excess of the hours prescribed in clause 3 (1) (a) of this part of this Agreement at the rate of $1\frac{1}{2}$ times his hourly wage for the time so worked; provided that when overtime is calculated on a daily basis in respect of any week differs from overtime calculated on a weekly basis, the higher basis shall be adopted.

(2) Should any employee be required to work on his "day off", he shall for each hour or part of an hour so worked be paid double his hourly wage with a minimum of 7 hours and 20 minutes' pay in respect of drivers and conductors and a complete shifts' pay for that day of the week in respect of shed employees.

5. SPREADOVER.

(1) The duty schedule for drivers and conductors shall be so compiled as to provide 45 per cent of the shifts thereon with a spreadover not exceeding $8\frac{1}{2}$ hours per day and the remaining 55 per cent of the shifts with a spreadover not exceeding 12 hours per day; provided that an employer may in the compilation of a duty schedule exceed the hours set out above, subject to the condition that all hours worked by an employee in excess of the hours prescribed in this subclause shall be paid for at overtime rates prescribed in clause 4 (1) of this part of this Agreement.

(2) The employer may call upon any employee to assume duty at any time as special services and public requirements may demand; provided, however, that reasonable notice is given to the employee concerned.

6. PAYMENT FOR PUBLIC HOLIDAYS AND ANNUAL LEAVE.

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

- (a) For each of the first 10 years of service: 18 working days.
- (b) For each of the 11th to 20th year of service: 24 working days.
- (c) From the 21st year and thereafter—
 - (i) in the case of drivers and conductors: 30 working days;
 - (ii) in the case of all other employees: 24 working days.

(2) An employee who does not work on Kruger Day, Christmas Day, New Year's Day, Good Friday, Day of the Covenant, Ascension Day, Republic Day or Easter Monday, shall be paid for 7 hours and 20 minutes at the rate of his hourly wage for each such day. An employee who works on Kruger Day, Christmas Day, New Year's Day, Good Friday, the Day of the Covenant, Ascension Day, Republic Day or Easter Monday, shall for the time he works on any such day, be paid not less than double his hourly wage with a minimum of 7 hours and 20 minutes' pay.

(3) The employer shall fix the time when an employee shall take his annual leave, but if he shall not have granted the employee the period of leave at an earlier date, such leave shall be granted so as to begin within 3 months after the termination of each 12 months' service. In the event of the employees' service being terminated after the completion of 12 months' service, but before he has been granted his leave in accordance with the provisions of this clause, he shall be paid in lieu thereof.

(4) For the purpose of annual leave, the service of an employee shall be deemed to commence from the date on which such employee entered the employer's service.

(5) An employee whose contract of employment is terminated during any period of 12 months of employment before the period of leave prescribed in subclause (1) 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 of not less than one-twelfth of the amount of leave pay to which he is entitled in terms of subclause (1).

(6) Every employee who is in the service of his employer on the first day of December of any year, shall be paid an amount equal to 3 per cent of his remuneration, excluding the amount payable in terms of this subclause, for the period of his service within the period of 12 calendar months immediately preceding the first day of December.

(3) Elke werkgewer moet 'n diensrooster soos in hierdie Ooreenkoms omskryf, op 'n gereedlik toeganklike plek vertoon vir insae deur bestuurders, kondukteurs, loodswerknemers en die Raad se agent.

4. BETALING VIR OORTYDWERK.

(1) Vir alle tyd wat 'n werknemer langer as die ure voorgeskryf in klousule 3 (1) (a) van hierdie Deel van die Ooreenkoms, gewerk het, moet daar betaal word teen $1\frac{1}{2}$ maal sy uurloon vir die tyd aldus gewerk; met dien verstande dat, waar die oortyd wat ten opsigte van 'n week op 'n daaglikse grondslag bereken word, verskil van die oortyd wat op 'n weeklikse grondslag bereken word, die hoër grondslag aanvaar moet word.

(2) Indien daar van 'n werknemer vereis word om op sy "vry dag" te werk, moet hy vir elke uur of deel van 'n uur wat hy aldus gewerk het, dubbel sy uurloon betaal word, met 'n minimum van 7 uur en 20 minute se betaling ten opsigte van bestuurders en kondukteurs en 'n volledige skof se betaling vir daardie dag van die week ten opsigte van loodswerknemers.

5. WERKDAGBESTEK.

(1) Die diensrooster vir bestuurders en kondukteurs moet so opgestel word dat 45 persent van die skofte daarop 'n werkdagbestek van hoogstens $8\frac{1}{2}$ uur per dag en die oorblywende 55 persent van die skofte 'n werkdagbestek van hoogstens 12 uur per dag het; met dien verstande dat 'n werkgewer by die opstelling van 'n diensrooster langer diensure as dié hierbo genoem, mag vereis op dié voorwaarde dat daar vir alle ure wat 'n werknemer langer werk as die ure voorgeskryf in hierdie subklousule, betaal moet word teen die oortydbesoldiging voorgeskryf in klousule 4 (1) van hierdie Deel van hierdie Ooreenkoms.

(2) Die werkgewer mag enige werknemer aansê om te eniger tyd te begin werk na gelang van die eise gestel deur spesiale dienste en openbare behoeftes; met dien verstande egter dat die betrokke werknemer 'n redelike tydperk vooraf kennis daarvan gegee moet word.

6. BETALING VIR OPENBARE VAKANSIEDAE EN JAARLIKSE VERLOF.

(1) Elke werknemer moet afwesigheidsverlof met volle besoldiging ten opsigte van elke jaar-diens by dieselfde werkgewer op die volgende grondslag verleen word:—

- (a) Vir elkeen van die eerste 10 jaar diens: 18 werkdag.
- (b) Vir elkeen van die 11de tot die 20ste jaar diens: 24 werkdag.
- (c) Vir die 21ste jaar en daarna—
 - (i) in die geval van bestuurders en kondukteurs: 30 werkdag;
 - (ii) in die geval van alle ander werknemers: 24 werkdag.

(2) 'n Werknemer wat nie op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag, Republiekdag of Paasmaandag werk nie, moet ten opsigte van elke sodanige dag vir 7 uur en 20 minute teen sy uurloon besoldig word. 'n Werknemer wat op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag, Republiekdag of Paasmaandag werk, moet vir die tyd wat hy op sodanige dag werk, minstens dubbel sy uurloon betaal word, met 'n minimum van 7 uur en 20 minute se loon.

(3) Die werkgewer moet die tyd bepaal wanneer 'n werknemer sy jaarlikse verlof moet neem, maar as hy nie die verlof op 'n vroeër datum aan die werknemer verleen het nie, moet sodanige verlof so verleen word dat dit begin binne 3 maande vanaf die einde van elke 12 maande diens. Ingeval die diens van die werknemer beëindig word na voltooiing van 12 maande diens maar voordat sy verlof ooreenkomstig die bepalings van hierdie klousule aan hom verleen is, moet hy in plaas daarvan betaal word.

(4) Vir die doel van jaarlikse verlof word die diens van 'n werknemer geag te begin op die datum waarop sodanige werknemer by sy werkgewer in diens getree het.

(5) 'n Werknemer wie se dienskontrak beëindig word gedurende 'n tydperk van 12 maande diens en wel voordat die tydperk van verlof wat in subklousule (1) voorgeskryf word, ten opsigte van daardie tydperk opgeloop het, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige diens tydperk 'n bedrag betaal word wat minstens gelyk is aan een twaalfde van die verlofbesoldiging waarop hy kragtens subklousule (1) geregtig is.

(6) Elke werknemer wat op die eerste dag van Desember in 'n bepaalde jaar in die diens van sy werkgewer is, moet 'n bedrag betaal word wat gelyk is aan 3 persent van sy besoldiging, uitgesonderd die bedrag betaalbaar ingevolge hierdie subklousule, vir die tydperk van sy diens binne die tydperk van 12 kalendermaande onmiddellik voor die eerste dag van Desember.

(7) Payment of the amount due in terms of subclause (6) shall be made on the normal pay day in the second week of December.

(8) Any employee whose contract of employment terminates before the 1st December of any year, shall be paid an amount equal to 3 per cent of his remuneration, excluding the amount payable in terms of this subclause and the amount payable in terms of subclause (6) of this clause, received since the 1st December, in the preceding year; provided that an employee who has had less than 6 months' continuous service with the same employer prior to such termination shall not be entitled to such payment.

(9) The period of leave shall not be concurrent with paid sick leave or with notice of termination of service or with any period during which an employee is required to undergo military training in pursuance of the Defence Act, 1957.

(10) For the purpose of this clause the term "employment" shall be deemed to include any period or periods during which an employee is—

(a) absent on leave in terms of subclause (1);

(b) undergoing military training in pursuance of the Defence Act, 1957;

(c) absent from work on the instructions or at the request of his employer;

(d) absent from work owing to sickness;

amounting in the aggregate to not more than 10 weeks in any year in respect of items (a), (c) and (d) plus up to 4 months in respect of item (b).

7. UNIFORMS AND EQUIPMENT.

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

(a) One uniform within 30 days of entering into the service of the employer;

(b) one uniform 4 months after entering into the service of the employer;

(c) one uniform 12 months after the one issued in terms of paragraph (b);

(d) a further uniform every 9 months thereafter.

(2) Drivers and conductors shall be issued with 1 all-weather coat every 3 years.

(3) Within the first week of November of each year drivers and conductors shall be issued with 3 khaki shirts, each with 2 detachable collars and 1 black tie.

(4) Drivers and conductors shall be issued with 1 leather belt every 3 years.

(5) Every shed employee receiving a wage of not less than 24 cents per hour shall be issued with 2 overalls each year; provided that—

(a) shed employees attending to batteries shall in addition to the 2 overalls be issued with leather or rubber aprons which shall be renewed in the event of deterioration due to fair wear and tear;

(b) shed employees engaged as cleaners shall in addition to the 2 overalls be issued with wellingtons or clogs which shall be renewed in the event of deterioration due to fair wear and tear; and

(c) shed employees engaged on labouring activities shall be issued with clogs which shall be renewed in the event of deterioration due to fair wear and tear.

(6) An employer shall provide overcoats and waterproofs to shed employees whenever shed employees are exposed to the vagaries of weather.

(7) An employer shall provide lockers for conductors and/or shed employees.

(8) All uniforms and equipment issued in terms of this section shall remain the property of the employer.

(9) An allowance of 10 cents per working day shall be paid to an employee who is not issued with a uniform within 30 days of the date of his engagement.

8. MEMBERSHIP OF THE TRADE UNION.

(1) An employer shall not employ any employee, who is not a member of the trade union; provided that this clause shall not apply—

(a) to an employee who is engaged in an administrative, clerical or supervisory capacity;

(b) save as is provided in section 51 (10) of the Act, if in the opinion of the Council, membership of the Union has been refused without good or sufficient cause and the applicant for membership of the union has notified the Council within 30 days of such refusal;

(7) Die bedrag wat ingevolge subklousule (6) verskuldig is, moet op die gewone betaaldag in die tweede week van Desember betaal word.

(8) 'n Werknemer wie se dienskontrak voor 1 Desember in 'n bepaalde jaar eindig, moet 'n bedrag betaal word wat, met uitsondering van die bedrag betaalbaar ingevolge hierdie subklousule en die bedrag betaalbaar ingevolge subklousule (6) van hierdie klousule, gelyk is aan 3 persent van die besoldiging wat hy sedert 1 Desember die vorige jaar ontvang het; met dien verstande dat 'n werknemer wat voor sodanige beëindiging minder as 6 maande ononderbroke diens by dieselfde werkgever gehad het, nie op sodanige betaling geregtig is nie.

(9) Die verloftydperk mag nie met siekteverlof met besoldiging of met 'n kennisgewingstermyn ten opsigte van diensbeëindiging of met enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, moet ondergaan, saamval nie.

(10) By die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit wat 'n werknemer—

(a) met verlof ooreenkomstig subklousule (1) afwesig is;

(b) militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan;

(c) van sy werk afwesig is op las of op versoek van sy werkgever;

(d) van sy werk afwesig is weens siekte;

en wat altesaam hoogstens 10 weke in 'n jaar ten opsigte van items (a), (c) en (d) beloop, plus hoogstens 4 maande ten opsigte van item (b)

7. UNIFORMS EN UITRUSTING.

(1) Uniforms moet op onderstaande grondslag aan bestuurders en kondukteurs uitgereik word:—

(a) Een uniform binne 30 dae na indienstreding by die werkgever;

(b) een uniform 4 maande na indienstreding by die werkgever;

(c) een uniform 12 maande na die een wat ingevolge paragraaf (b) uitgereik is;

(d) 'n verdere uniform elke 9 maande daarna.

(2) Een dubbeldoeljas moet elke 3 jaar aan bestuurders en kondukteurs uitgereik word.

(3) 3 kakiehemde, elkeen met 2 los boordjies, en 1 swart das moet binne die eerste week van November elke jaar aan bestuurders en kondukteurs uitgereik word.

(4) Een leergordel moet elke 3 jaar aan bestuurders en kondukteurs uitgereik word.

(5) 2 oorpakke moet elke jaar uitgereik word aan elke loodswerknemer wat 'n loon van minstens 24 sent per uur ontvang; met dien verstande dat—

(a) leer- of rubbervoorskote, wat ingeval van billike en redelike slytasie vervang moet word, benewens die 2 oorpakke uitgereik moet word aan loodswerknemers wat batterye versorg;

(b) benewens die 2 oorpakke, kniestewels of kaparrangs, wat in geval van billike en regverdige slytasie vervang moet word, uitgereik moet word aan loodswerknemers wat as skoonmakers werksaam is; en

(c) kaparrangs, wat in geval van billike en redelike slytasie vervang moet word, uitgereik moet word aan loodswerknemers wat as arbeiders werksaam is.

(6) 'n Werkgever moet oorjasse en waterdigte mantels aan loodswerknemers verskaf wanneer sodanige werknemers aan slegte weer blootgestel word.

(7) 'n Werkgever moet kondukteurs en/of loodswerknemers van sluitkissies voorsien.

(8) Alle uniforms en uitrusting wat ingevolge hierdie klousule uitgereik word, bly die eiendom van die werkgever.

(9) 'n Toelae van 10 sent per wekdag moet aan 'n werknemer betaal word wat nie binne 30 dae na die datum van sy indiensneming van 'n uniform voorsien word nie.

8. LIDMAATSKAP VAN DIE VAKVERENIGING.

(1) 'n Werkgever mag nie 'n werknemer wat nie lid van die vakvereniging is nie, in diens neem nie; met dien verstande dat hierdie klousule nie van toepassing is nie—

(a) op 'n werknemer wat in 'n administratiewe, klerklike of toesighoudende hoedanigheid in diens is;

(b) behoudens die bepaling van artikel 51 (10) van die Wet, as lidmaatskap van die vakvereniging na die mening van die Raad sonder 'n afdoende rede geweier is en die aansoeker om lidmaatskap van die vakvereniging die Raad binne 30 dae na sodanige weiering daarvan in kennis gestel het;

(c) to the employment of any employee who, in the opinion of the Minister has good cause for objecting to becoming or remaining a member of the union concerned.

(2) The provisions of this clause shall not apply in respect of any immigrant during the first year after the date of his entry into the Republic of South Africa, provided, if any immigrant has at any time after the first 3 months of commencement of his employment in the Industry refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately become operative.

9. TERMINATION OF SERVICE.

(1) Subject to the provisions of subclause (2) of this clause not less than 1 week's notice from the ordinary pay day shall be given by an employer or an employee to terminate the contract of service; provided that this shall not affect the right of the employer or employee to terminate the contract of service without notice for any cause recognised by law as sufficient; provided further that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or any period of military training, or any period of sick leave not exceeding 14 days during any year of service.

(2) Notwithstanding the provisions of subclause (1), the contract of service may, during the first 2 weeks of employment, be terminated by either the employer or the employee without notice.

10. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, an employer shall deduct 4 cents per week from the wages of each of his employees and to the amount so deducted, the employer shall add an equal amount.

(2) All amounts collected in accordance with the provisions of subclause (1) of this clause, together with a statement showing the number of employees employed shall be forwarded to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, on or before the 15th day of each month following that in respect of which the collections have been made.

11. AGENTS.

The Council shall appoint one or more persons as agents to assist in the administration of this Agreement. An Agent may enter any establishment and may question any employer or employee and inspect the record of wages paid and payments made for ordinary and overtime work for the purpose of ascertaining whether the terms of this Agreement are being observed.

12. ADMINISTRATION OF AGREEMENT.

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

13. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall have the power to fix the conditions and the period of exemption.

(3) Licences of exemptions shall be issued over the signature of the Secretary of the Council and a copy of each licence shall be forwarded to the Divisional Inspector of Labour, Port Elizabeth.

14. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

15. TRADE UNION SUBSCRIPTIONS.

Upon being requested in writing by an employee to do so an employer shall deduct from the wages of that employee the amount of employee's Trade Union subscription and hand it to the official appointed by the Trade Union to receive it.

(c) op die indiensneming van 'n werknemer wat, na die mening van die Minister, 'n grondige rede het om beswaar daarteen te hê dat hy lid van die betrokke vakvereniging word of bly.

(2) Die bepalinge van hierdie klousule is nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika van toepassing nie; met dien verstande dat, as 'n immigrant te eniger tyd na die eerste 3 maande sedert hy in die nywerheid begin werk het, 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, die bepalinge van hierdie klousule onmiddellik van toepassing word.

9. DIENSBEÏNDIGING.

(1) Behoudens die bepalinge van subklousule (2) van hierdie klousule, moet 'n werkgewer of 'n werknemer minstens 1 week vanaf die gewone betaaldag kennis gee van die beëindiging van die dienskontrak; met dien verstande dat die reg van die werkgewer of die werknemer om die dienskontrak sonder kennisgewing en wel om 'n regsgeldige rede te beëindig, nie hierdeur geraak word nie; met dien verstande voorts dat die kennisgewingstermyn nie mag saamval nie met, en daar ook nie kennis gegee mag word nie gedurende, 'n werknemer se afwesigheid met verlof wat ingevolge klousule 6 verleen is of 'n tydperk van militêre opleiding of 'n tydperk van siekteverlof van hoogstens 14 dae gedurende 'n jaar diens.

(2) Ondanks die bepalinge van subklousule (1), kan of die werkgewer of die werknemer die dienskontrak gedurende die eerste 2 weke diens sonder kennisgewing beëindig.

10. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry, moet 'n werkgewer 4 sent per week aftrek van die loon van elkeen van sy werknemers en by die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is.

(2) Alle bedrae wat ingevolge subklousule (1) van hierdie klousule ingevorder is, tesame met 'n staat wat die getal werknemers wat in diens is, toon, moet voor of op die vyftiende dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae ingevorder is, aan die Sekretaris van Raad, Posbus 2221, Port Elizabeth, gestuur word.

11. AGENTE.

Die Raad moet een of meer persone as agente aanstel om te help met die administrasie van hierdie Ooreenkoms. 'n Agent kan 'n bedryfsinrigting betree en 'n werkgewer of werknemer ondervra en die register van betaalde lone en betalings vir gewone en oortydwerk inspekteer met die doel om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word.

12. ADMINISTRASIE VAN OOREENKOMS.

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalinge hiervan onbestaanbaar is nie.

13. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms om 'n afdoende rede verleen.

(2) Die Raad besit die bevoegdheid om die vrystellingsvoorwaardes en -termyn te bepaal.

(3) Vrystellingsertifikaat, onderteken deur die Sekretaris van die Raad, moet uitgereik word, en 'n kopie van elke sertifikaat moet aan die Afdelingsinspekteur van Arbeid, Port Elizabeth, gestuur word.

14. VERTEENWOORDIGERS VAN VAKVERENIGINGS IN DIE RAAD.

Die werkgewer moet aan enigeen van sy werknemers wat verteenwoordigers in die Raad is, alle moontlike fasiliteite verleen om hul pligte in verband met die werk van die Raad na te kom.

15. LEDEGELDE VAN VAKVERENIGING.

Op die skriftelike versoek van 'n werknemer, moet 'n werkgewer die bedrag van die werknemer se ledegeld vir die Vakvereniging aftrek van sy loon en dit oorhandig aan die beaampte wat die Vakvereniging aangestel het om dit te ontvang.

16. EXHIBITION OF AGREEMENT.

A legible copy of this part of the Agreement in both official languages shall be exhibited by every employer in a place readily accessible to all employees to whom this part applies and in the form prescribed in the Regulations to the Act.

17. APPLICATION OF FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.

Notwithstanding anything to the contrary contained in this Agreement the hours of work, overtime and holiday provisions contained in sections *nineteen, twenty and twenty-one* of the Factories, Machinery and Building Work Act, 1941, as amended, shall apply to employees engaged in or in connection with a factory as defined in the said Act insofar as the provisions of the Agreement are less favourable.

PART III.

PROVISIONS APPLICABLE TO DRIVERS OR CONDUCTORS OR GROUND CONDUCTORS EMPLOYED IN THE INDUSTRY (AS DEFINED IN PART II) ON VEHICLES OPERATING WITHIN, INTO AND OUT OF NEW BRIGHTON LOCATION (AS DEFINED IN THIS PART) OR TO SHED EMPLOYEES ENGAGED ON SERVICING SUCH VEHICLES.

1. DEFINITIONS.

Any terms used in this part of the Agreement which are defined in the Act shall have the same meanings as in that Act, any reference to an Act or Ordinance shall include any amendment of such Act or Ordinance 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;

“Council” means the Industrial Council for the Road Passenger Transport Industry (Port Elizabeth), registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Act;

“conductor” means an employee engaged in the collection of fares on motor vehicles, and who is responsible for the safety of passengers and proper timely running of vehicles;

“duty schedule” means a schedule detailing the work which employees shall perform each week;

“driver” means an employee engaged in driving vehicles which are scheduled in passenger service;

“duty bus driver” means a shed employee taking and fetching employees to and from work;

“ground conductor” means an employee engaged in marshalling queues of intending passengers and in the collection of fares from such passengers before they enter vehicles;

“New Brighton Location” means the area defined in Government Notice No. 2246 dated 11 November 1955, including Kwazekele and any extensions of the said area and any adjacent or contiguous area which may be set aside as a Bantu location, Bantu village or Bantu township;

“Road Passenger Transport Industry” or “Industry” means the industry in which employers and employees are associated for the purpose of transporting for reward over any public road any person or persons by means of any vehicle (other than a vehicle controlled by the South African Railways and Harbours Administration) designed for propulsion otherwise than by human or animal power, designed to carry more than 8 persons in addition to the driver of such vehicle;

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

“shed employee” means an employee other than a driver and conductor whose wages are prescribed in this Agreement;

“shed employee, Grade A,” means an employee who is engaged in all or any of the following occupations:—

Radiator repairing; relining brake shoes; removing and refitting tyres and tubes to wheel rims; van driving; shunting and changing vehicles for service, and includes assistants to mechanics, fitters and electricians; cleaner chargehands and stores assistants;

16. VERTONING VAN OOREENKOMS.

'n Leesbare kopie van hierdie deel van die Ooreenkoms moet in albei amptelike tale deur elke werknemer vertoon word op 'n plek wat gereedlik toeganklik is vir alle werknemers op wie hierdie deel van toepassing is, en sodanige kopie moet in die vorm wees soos in die regulasies van die Wet voorgeskryf word.

17. TOEPASSING VAN WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die bepalings in verband met werkure, oortydwerk en vakansiedae soos vervat in artikels 19, 20 en 21 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, op werknemers wat werksaam is in of in vervand met 'n fabriek soos in genoemde Wet omskryf, van toepassing vir sover die bepalings van die Ooreenkoms minder gunstig is.

DEEL III.

BEPALINGS WAT OP BESTUURDERS OF KONDUKTEURS OF GRONDKONDUKTEURS WAT IN DIE BEDRYF (SOOS IN DEEL II OMSKRYF) WERKSAAM IS OP VOERTUIG WAT IN, NA EN VAN NEW BRIGHTON-LOKASIE (SOOS IN HIERDIE DEEL OMSKRYF) GEBRUIK WORD EN OP LOODWERKNEMERS WAT VIR DIE DIENSGING VAN SODANIGE VOERTUIG IN DIENS GENEEM IS, VAN TOEPASSING IS.

1. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie deel van die Ooreenkoms geesig en in die Wet omskryf word het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet of ordonnansie melding gemaak word, word ook alle wysigings van sodanige wet of ordonnansie bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

“Wet” die Wet op Nywerheidsversoening, 1956;

“Raad” die Nywerheidsraad vir die Padpassasiersvervoerbedryf (Port Elizabeth) wat ingevolge artikel 2 van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word ingevolge die Wet geregistreer te wees;

“kondukteur” 'n werknemer wat die reisgeld op motorvoertuig invorder en wat verantwoordelik is vir die veiligheid van die passasiers en daarvoor moet sorg dat die voertuig behoorlik op tyd loop;

“diensrooster” 'n rooster waarin besonderhede verstrekk word van die werk wat die werknemers elke week moet verrig;

“bestuurder” 'n werknemer wat voertuig bestuur wat volgens die diensrooster vir passasiersdiens gebruik word;

“diensbusbestuurder” 'n loodswerknemer wat werknemers na en van hul werk vervoer;

“grondkondukteur” 'n werknemer wat voornemende passasiers in toue opstel en die reisgeld van sodanige passasiers invorder voordat hulle in die voertuig klim;

“New Brightonlokasie” die gebied wat in Goewermentskennisgewing No. 2246 van 11 November 1955 omskryf word, met inbegrip van Kwazekele en alle uitbreidings van genoemde gebied en alle aangrensende of aanliggende gebiede wat as 'n Bantolokasie, Bantodorp of Bantodorpgebied afgesonder mag word;

“Padpassasiersvervoerbedryf” of “Bedryf” die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om 'n persoon of persone teen vergoeding per openbare pad te vervoer deur middel van 'n voertuig (uitgesonderd 'n voertuig wat deur die Suid-Afrikaanse Spoorweg- en Hawensadministrasie beheer word) wat ontwerp is vir aandrywing op 'n ander manier as deur middel van mense- of dierekrag en wat ontwerp is vir die vervoer van meer as 8 persone, benewens die bestuurder van sodanige voertuig;

“diens” die totale ononderbroke dienstdydperk van 'n werknemer by dieselfde werkgewer in die Bedryf voor of na die datum van inwerkingtreding van hierdie Ooreenkoms;

“loodswerknemer” 'n werknemer, uitgesonderd 'n bestuurder en kondukteur, wie se lone in hierdie Ooreenkoms voorgeskryf word;

“loodswerknemer, graad A,” 'n werknemer wat enigeen van of al onderstaande werksaamhede verrig:—

Verkoelerherstelwerk; remskoenversoolwerk; verwydering en aanbring van buite- en binnebande van of aan wielvellings; toemotorbestuurswerk; die rangering en verandering van voertuig vir diens, en dit omvat ook assistente vir werktuigkundiges, monteurs en elektrisiëns; onderbase van skoonmakers en pakhuisassistentie;

"shed employee, Grade B," means an employee engaged in any or all of the following occupations:—

Attending to batteries; operating polishing machines; refuelling of vehicles; greasing; tyre inflating; wheel changing; steam degreasing; leather trimmers (upholstery); welders assistants, carpenters' assistants and panel beaters' assistants;

"Shed employee, Grade C," means a cleaner and/or labourer;

"spreadover" means the period in any 1 day between the commencing and finishing time of an employee's work as set forth on the duty schedule;

"wage" means the wage prescribed in clause 2 (1) of this part; provided that where the employer regularly pays an employee an amount higher than that prescribed in the said clauses, it means such higher amount.

2. WAGES.

(1) No employer shall pay, and no employee shall accept wages lower than the following:—

Per Hour.
Cents.

(a) Driver and conductors:—

First 6 months of service.....	39·82
Second 6 months of service.....	40·82
Second year of service.....	42·85
Third year of service.....	42·85
Fourth year of service.....	43·85
Fifth year of service.....	43·85
Sixth year of service.....	45·87
Seventh year of service.....	45·87
Eighth year of service.....	46·87
Ninth year of service.....	46·87
Tenth year of service.....	46·87
Eleventh year of service.....	49·45
Twelfth year of service and thereafter.....	49·45

(b) Shed employees, Grade A:—

First year in the grade.....	34·91
Second year in the grade.....	35·91
Third year in the grade.....	37·82
Fourth year in the grade and thereafter.....	39·82

Shed employees, Grade B:—

First year in the grade.....	32·00
Second year in the grade.....	33·00
Third year in the grade.....	34·91
Fourth year in the grade and thereafter.....	35·91

Shed employees, Grade C:—

First year in the grade.....	27·84
Second year in the grade.....	28·34
Third year in the grade.....	30·09
Fourth year in the grade and thereafter.....	33·00

(c) Duty bus driver..... 40·82

(2) *Allowance for drivers of "One Man Operated Buses" and "Ground Conductors".*—Every employer shall, in addition to the wages prescribed in subclause (1), pay to each ground conductor and to each driver of a one-man operated bus an allowance of not less than R1 per week or 17c per day or part of a day when such employees actually perform such duties.

(3) *Cost of living allowance.*—The wages prescribed in subclause (1) shall be deemed to include the cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended.

(4) (a) Remuneration shall be paid on Fridays in respect of the previous working week which shall be from a Monday to a Sunday, or on termination of employment if this takes place before the ordinary pay day.

(b) Every employer shall register with the Council the address of the office at which remuneration shall be paid and shall notify the Council of any change of address.

"loodswerknemer, graad B," 'n werknemer wat enigeen van of al onderstaande werksaamhede verrig:—

Die versorging van batterye; die bediening van poleermasjiene; die vulling van voertuie met brandstof; smeerwerk; die oppomp van buitebande; die verandering van wiele; die verwydering van ghries deur middel van stoom; leerbekleërs (bekleedsel); sweis-assistente, timmermanassistenten en duikklopperassistenten;

"loodswerknemer" graad C," 'n skoonmaker en/of arbeider;

"werkdagbestek" die tydperk op 'n bepaalde dag tussen die begin- en ophoutyd van 'n werknemer se werk soos dit op die diensrooster gemeld word;

"loon" die loon wat in klousule 2 (1) van hierdie deel voorgeskryf word; met dien verstande dat waar die werkgewer 'n werknemer gereeld 'n bedrag betaal wat hoër is as dié wat in genoemde klousules voorgeskryf word, dit sodanige hoër bedrag beteken.

2. LONE.

(1) Geen lone wat laer is as die volgende, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:—

Per uur.
Sent.

(a) Bestuurder en kondukteur:—

Eerste 6 maande diens.....	39·82
Tweede 6 maande diens.....	40·82
Tweede jaar diens.....	42·85
Derde jaar diens.....	42·85
Vierde jaar diens.....	43·85
Vyfde jaar diens.....	43·85
Sesde jaar diens.....	45·87
Sewende jaar diens.....	45·87
Agste jaar diens.....	46·87
Negende jaar diens.....	46·87
Tiende jaar diens.....	46·87
Elfde jaar diens.....	49·45
Twaalfde jaar diens en daarna.....	49·45

(b) Loodswerknemer graad A:—

Eerste jaar in die graad.....	34·91
Tweede jaar in die graad.....	35·91
Derde jaar in die graad.....	37·82
Vierde jaar in die graad en daarna.....	39·82

Loodswerknemer graad B:—

Eerste jaar in die graad.....	32·00
Tweede jaar in die graad.....	33·00
Derde jaar in die graad.....	34·91
Vierde jaar in die graad en daarna.....	35·91

Loodswerknemer graad C:—

Eerste jaar in die graad.....	27·84
Tweede jaar in die graad.....	28·34
Derde jaar in die graad.....	30·09
Vierde jaar in die graad en daarna.....	33·00

(c) Diensbusbestuurder..... 40·82

(2) *Toelae vir bestuurders van "eenmanbusse" en "grondkondukteurs".*—Elke werkgewer moet, benewens die lone voorgeskryf in subklousule (1), aan elke grondkondukteur en aan elke bestuurder van 'n eenmanbus 'n toelae van minstens R1 per week of 17 sent per dag of deel van 'n dag betaal wanneer sodanige werknemers werklik sodanige pligte verrig.

(3) *Lewenskostetoelae.*—Die lone voorgeskryf in subklousule (1), word geag die lewenskostetoelae in te sluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is.

(4) (a) Besoldiging ten opsigte van die vorige werkweek, wat van 'n Maandag tot 'n Sondag of tot diensbeëindiging moet strek as dit voor die gewone betaaldag plaasvind, moet op Vrydae betaal word.

(b) Elke werkgewer moet die adres van die kantoor waar die besoldiging betaal moet word, by die Raad registreer en moet die Raad van alle adresveranderings verwittig.

(5) Remuneration paid in terms of this Agreement shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name;
- (c) the number of hours worked including overtime;
- (d) particulars of deductions made from the employee's earning;
- (e) the actual amount paid to the employee; and
- (f) the period in respect of which payment is made;

and such statement shall become the property of the employee.

(6) An employer shall not impose any fines on his employees nor shall he make any deductions from his employee's remuneration; provided that he may make the following:—

(a) Contributions to the funds of the Council, Sick and Pension Fund contributions;

(b) except where otherwise provided in this Agreement whenever an employee is absent from work for any cause other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(c) any other deduction that may be mutually agreed upon, in writing, between the employee and the employer, other than contributions to any unregistered organisation of employees of the nature of a trade union;

(d) A deduction of any amount which an employer is legally or by order of any competent court required or permitted to make.

(7) Any employee who on any one day is required to perform 2 or more classes of work for which different rates are prescribed, shall, for the time employed on the higher rated service, be paid the higher rate.

(8) 44 hours of work within 6 days or pay in lieu thereof shall be guaranteed to all employees.

3. HOURS OF WORK.

(1) (a) Subject to the provisions of clause 5 (1) of this part of this Agreement, the ordinary working hours of any employee shall not exceed 44 hours in any 1 week except where an employee works in accordance with a duty schedule which provides for the rotation of shifts over a period covering 2 or more weeks. Where an employee works in accordance with the hours detailed in such a duty schedule, the number of hours for which such employee shall be paid each week shall be calculated by dividing the total number of hours to be worked in accordance with such duty schedule by the number of weeks covered thereby; provided—

(i) that if the resulting quotient is less than 44 hours, the employee shall be regarded for purposes of payment as having worked 44 hours in each week; and

(ii) that if the resulting quotient exceed 44 hours, the employee shall for the excess hours, be paid at the rate of 1½ times his hourly wage.

(b) Subject to the provisions of clause 5 (1) of this part of this Agreement, no employer shall require his employee to work—

(i) for more than 9 hours on any day;

(ii) on more than 6 days in any 1 working week;

Time worked in excess of the ordinary hours prescribed in this clause shall be paid at the rate provided for in clause 4 (1) of this Part of this Agreement.

(c) No driver or conductor shall be required to work for a longer period than 5 hours continuously without a break of not less than 20 minutes.

(2) No employee who has to attend Court to give evidence in regard to any happenings to which he was a witness and which occurred while he was on duty, shall, be reason of his having to attend Court, during the whole or part of his shift, be required to forfeit any portion of the said shift, and if such attendance requires his free time, he shall in respect thereof be paid an amount equal to 3 hours' pay irrespective of the time involved in each daily attendance.

(5) Besoldiging wat ingevolge hierdie Ooreenkoms betaal word, moet vergesel gaan van 'n staat wat die volgende meld:—

- (a) Die werkgever se naam;
- (b) die werknemer se naam;
- (c) die getal ure gewerk, met inbegrip van oortydwerk;
- (d) besonderhede van bedrae wat van die werknemer se verdienste afgetrek is;
- (e) die werklike bedrag wat aan die werknemer betaal word; en
- (f) die tydperk ten opsigte waarvan die betaling geskied; en sodanige staat word die eiendom van die werknemer.

(6) 'n Werkgever mag nie sy werknemer 'n boete ople nie en hy mag ook geen bedrag van sy werknemer se besoldiging aftrek nie; met dien verstande dat hy die volgende mag aftrek:—

(a) Bydraes tot die fondse van die Raad, Siekte- en Pensioen-fondsbydraes;

(b) behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgever, 'n bedrag wat eweredig is aan die tydperk van sy afwesigheid en bereken is op grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het;

(c) enige ander bedrag, uitgesonderd bydraes tot 'n ongeregi-streerde organisasie van werknemers wat die aard van 'n vak-vereniging het, waaroor die werknemer en die werkgever onder-ling skriftelik ooreengekom het;

(d) 'n bedrag wat 'n werkgever regtens of op bevel van 'n be-voegde hof mag of moet aftrek.

(7) 'n Werknemer van wie vereis word om op 'n bepaalde dag 2 of meer klasse werk te verrig waarvoor verskillende lone voorgeskryf word, moet vir die tyd wat hy die werk met die hoër loon verrig, sodanige hoër loon betaal word.

(8) Alle werknemers moet 44 uur se werk in 6 dae of betaling in plaas daarvan gewaarborg word.

3. WERKURE.

(1) (a) Behoudens die bepalings van klousule 5 (1) van hierdie Deel van hierdie Ooreenkoms, mag die gewone werkure van 'n werknemer nie meer as 44 uur in 'n bepaalde week beloop nie, behalwe waar 'n werknemer ooreenkomstig 'n diensrooster werk wat voorsiening maak vir die rotasie van skofte oor 'n tyd-perk wat oor 2 of meer weke strek. Waar 'n werknemer oor-eenkomstig die ure werk wat in sodanige diensrooster voor-geskryf word, moet die getal ure waarvoor sodanige werk-nemer elke week betaal moet word, bereken word deur die totale getal ure wat daar ooreenkomstig sodanige diensrooster gewerk moet word, te deel deur die getal weke wat daardeur gedek word, met dien verstande—

(i) dat, as die kwosient wat aldus verkry word, minder as 44 uur is, die werknemer, vir die doeleindes van betaling, geag moet word 44 uur elke week te gewerk het; en

(ii) dat, as die kwosient wat aldus verkry word, meer as 44 uur beloop, die werknemer vir die ekstra ure betaal moet word teen 1½ maal sy uurloon.

(b) Behoudens die bepalings van klousule 5 (1) van hierdie Deel van hierdie Ooreenkoms, mag geen werkgever van sy werknemer vereis om—

(i) vir meer as 9 uur op 'n dag te werk nie;

(ii) op meer as 6 dae in 1 werkweek te werk nie.

Vir tyd wat daar langer gewerk is as die gewone ure wat in hierdie klousule voorgeskryf word, moet daar betaal word soos in klousule 4 (1) van hierdie Deel van hierdie Ooreenkoms bepaal.

(c) Daar mag van geen bestuurder of kondukteur vereis word om vir 'n langer tydperk as 5 agtereenvolgende ure sonder 'n pouse van minstens 20 minute te werk nie.

(2) Daar mag nie van 'n werknemer wat 'n hofsitting moet by-woon om getuie af te lê in verband met 'n gebeurtenis waar-van hy 'n getuie was en wat voorgekom het terwyl hy op diens was, vereis word om, as gevolg van die feit dat hy die hofsitting gedurende sy hele skof of 'n gedeelte daarvan moet bywoon, sy loon vir 'n gedeelte van genoemde skof te verbeur nie, en as hy sodanige hofsitting in sy vry tyd moet bywoon, moet hy ten opsigte daarvan 'n bedrag betaal word wat gelyk is aan 3 uur se loon, afgesien van die tyd wat deur elke daaglikse bywoning in beslag geneem word.

(3) Every employer shall exhibit in a readily accessible place for reference by drivers, conductors, shed employees and the Council's Agent, a duty schedule as defined in this Agreement.

4. OVERTIME RATES.

(1) Payment shall be made for all time worked by an employee in excess of the hours prescribed in clause 3 (1) (a) of this Part of this Agreement at the rate of $1\frac{1}{2}$ times his hourly wage for the time so worked; provided that when overtime calculated on a daily basis in respect of any week differs from overtime calculated on a weekly basis, the higher basis shall be adopted.

(2) Should any employee be required to work on his "Day off" he shall for each hour or part of an hour so worked be paid double his hourly wage with a minimum of 7 hours and 20 minutes' pay in respect of drivers and conductors and a complete shifts pay for that day of the week in respect of shed employees.

5. SPREADOVER.

The duty schedule for Drivers, Conductors and Ground Conductors shall be compiled so as to provide shifts not exceeding thirteen (13) hours per day on Mondays to Fridays (inclusive), twelve (12) hours on Saturdays and eleven (11) hours on Sundays; provided that the employer may exceed the hours set out above subject to the condition that all hours worked in excess of the hours prescribed in this section shall be paid for at overtime rates prescribed in clause 4 (1) of this part of this Agreement.

6. PAYMENT FOR PUBLIC HOLIDAYS AND ANNUAL LEAVE.

(1) Every employee shall be granted eighteen (18) consecutive working days leave on full pay in respect of each completed year of service with the same employer provided that with effect from 2 January 1968, every employee who completes or who has completed 11 years of service on or after that date, shall, in respect of the twelfth year of service and every year thereafter be granted twenty-four (24) consecutive working days leave on full pay.

(2) An employee who does not work on Kruger Day, Christmas Day, New Year's Day, Good Friday, Day of the Covenant, Ascension Day, Republic Day or Easter Monday, shall be paid for 7 hours and 20 minutes' at the rate of his hourly wage for each such day. An employee who works on Kruger Day, Christmas Day, New Year's Day, Good Friday, the Day of the Covenant, Ascension Day, Republic Day or Easter Monday, shall, for the time he works on any such day, be paid not less than double his hourly wage with a minimum of 7 hours and 20 minutes pay.

(3) The employer shall fix the time when an employee shall take his annual leave, but if he shall not have granted the employee the period of leave at an earlier date, such leave shall be granted so as to begin within 3 months after the termination of each 12 months' service. In the event of the employee's service being terminated after the completion of 12 months' service, but before he has been granted his leave in accordance with the provisions of this clause, he shall be paid in lieu thereof.

(4) For the purpose of annual leave, the service of an employee shall be deemed to commence from the date on which such employee entered the employer's service.

(5) An employee whose contract of employment is terminated during any period of twelve (12) months of employment before the period of leave prescribed in subclause (1) 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 of not less than one-twelfth of the amount of leave pay to which he is entitled in terms of subclause (1).

(6) Every employee who is in the service of his employer on the first day of December in any year, shall be paid an amount equal to 3 per cent of his remuneration, excluding the amount payable in terms of this subclause for the period of his service within the period of 12 calendar months immediately preceding the first day of December.

(7) Payment of the amount due in terms of subclause (6) shall be made on the normal pay day in the second week of December.

(3) Elke werkgewer moet 'n diensrooster soos in hierdie Ooreenkoms omskryf, op 'n geredelik toeganklike plek vertoon vir insae deur bestuurders, kondukteurs, loodswerknemers en die Raad se agent.

4. BETALING VIR OORTYD.

(1) Vir alle tyd wat 'n werknemer langer as die ure voorgeskryf in klousule 3 (1) (a) van hierdie Deel van hierdie Ooreenkoms, gewerk het, moet daar betaal word teen $1\frac{1}{2}$ maal sy uurloon vir die tyd aldus gewerk; met dien verstande dat, waar die oortyd wat ten opsigte van 'n week op 'n daaglikse grondslag bereken word, verskil van die oortyd wat op 'n weeklikse grondslag bereken word, die hoër grondslag aanvaar moet word.

(2) Indien daar van 'n werknemer vereis word om op sy "vry dag" te werk, moet hy vir elke uur of deel van 'n uur wat hy aldus gewerk het, dubbel sy uurloon betaal word, met 'n minimum van 7 uur en 20 minute se betaling ten opsigte van bestuurders en kondukteurs en 'n volledige skof se betaling vir daardie dag van die week ten opsigte van loodswerknemers.

5. WERKDAGBESTEK.

(1) Die diensrooster vir bestuurders, kondukteurs en grondkondukteurs moet so opgestel word dat die skofte hoogstens 13 uur per dag op Maandae tot en met Vrydae, hoogstens 12 uur per dag op Saterdag en hoogstens 11 uur per dag op Sondag is; met dien verstande dat die werkgewer langer diensure as dié hierbo genoem, kan laat werk op dié voorwaarde dat daar vir alle ure wat 'n werknemer langer werk as die ure voorgeskryf in hierdie klousule, betaal moet word teen die oortydbesoldiging voorgeskryf in klousule 4 (1) van hierdie Deel van hierdie Ooreenkoms.

6. BETALING VIR OPENBARE VAKANSIEDAE EN JAARLIKSE VERLOF.

(1) Daar moet aan elke werknemer 18 agtereenvolgende werkdagse verlof met volle betaling verleen word ten opsigte van elke voltooide jaar diens by dieselfde werkgewer; met dien verstande dat, met ingang van 2 Januarie 1968, elke werknemer wat op of na daardie datum 11 jaar diens voltooi het, ten opsigte van die 12de jaar diens en elke jaar daarna 24 agtereenvolgende werkdagse met volle betaling verleen word.

(2) 'n Werknemer wat nie op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag, Republiekdag of Paasmaandag werk nie, moet ten opsigte van elke sodanige dag vir 7 uur en 20 minute teen sy uurloon besoldig word. 'n Werknemer wat op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag, Republiekdag of Paasmaandag werk, moet vir die tyd wat hy op sodanige dag werk, minstens dubbel sy uurloon betaal word, met 'n minimum van 7 uur en 20 minute se loon.

(3) Die werkgewer moet die tyd bepaal wanneer 'n werknemer sy jaarlikse verlof moet neem, maar as hy nie die verlof op 'n vroeër datum aan die werknemer verleen het nie, moet sodanige verlof so verleen word dat dit begin binne 3 maande vanaf die einde van elke 12 maande diens. Ingeval die dienste van die werknemer beëindig word na voltooiing van 12 maande diens maar voordat sy verlof ooreenkomstig die bepalings van hierdie klousule aan hom verleen is, moet hy in plaas daarvan betaal word.

(4) Vir die doel van jaarlikse verlof word die diens van 'n werknemer geag te begin op die datum waarop sodanige werknemer, by sy werkgewer in diens getree het.

(5) 'n Werknemer wie se dienskontrak beëindig word gedurende 'n tydperk van 12 maande diens en wel voordat die tydperk van verlof wat in subklousule (1) voorgeskryf word, ten opsigte van daardie tydperk opgeloop het, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige dienstydsperk 'n bedrag betaal word wat minstens gelyk is aan een twaalfde van die verloffbesoldiging waarop hy kragtens subklousule (1) geregtig is.

(6) Elke werknemer wat op die eerste dag van Desember in 'n bepaalde jaar in die diens van sy werkgewer is, moet 'n bedrag betaal word wat gelyk is aan 3 persent van sy besoldiging, uitgesonderd die bedrag betaalbaar ingevolge hierdie subklousule, vir die tydperk van sy diens binne die tydperk van 12 kalendermaande onmiddellik voor die eerste dag van Desember.

(7) Die bedrag wat ingevolge subklousule (6) verskuldig is, moet op die gewone betaaldag in die tweede week van Desember betaal word.

(8) Any employee whose contract of employment terminates before the 1st December in any year, shall be paid an amount equal to 3 per cent of his remuneration, excluding the amount payable in terms of this subclause and the amount payable in terms of subclause (6) of this clause, received since the 1st December, in the preceding year; provided that an employee who has had less than 6 months' continuous service with the same employer prior to such termination shall not be entitled to such payment.

(9) The period of leave shall not be concurrent with paid sick leave or with notice of termination of service or with any period during which an employee is required to undergo military training in pursuance of the Defence Act, 1957.

(10) For the purpose of this clause the term "employment" shall be deemed to include any period or periods during which an employee is—

(a) absent on leave in terms of subclause (1);

(b) undergoing military training in pursuance of the Defence Act, 1957;

(c) absent from work on the instructions or at the request of his employer;

(d) absent from work owing to sickness;

amounting in the aggregate to not more than 10 weeks in any year in respect of items (a), (c) and (d) plus up to 4 months in respect of item (b).

7. UNIFORMS AND EQUIPMENT.

(1) Drivers and conductors shall be issued with 1 uniform on entering the service of the employer, and a further uniform every 9 months thereafter.

(2) Drivers and conductors shall be issued with 1 all-weather coat every 3 years.

(3) Drivers shall be issued with 1 pair of gauntlets every 12 months.

(4) Within the first week of November of each year, drivers and conductors shall be issued with 2 shirts and 1 tie.

(5) Every shed employee receiving wage of not less than 24c per hour shall be issued with 2 overalls each year; provided that—

(a) shed employees attending to batteries shall in addition to the 2 overalls be issued with leather or rubber aprons which shall be renewed in the event of deterioration due to fair wear and tear;

(b) shed employees engaged as cleaners shall in addition to the 2 overalls be issued with wellingtons or clogs which shall be renewed in the event of deterioration due to fair wear and tear; and

(c) shed employees engaged on labouring activities shall be issued with clogs which shall be renewed in the event of deterioration due to fair wear and tear.

(6) An employee shall provide overcoats and waterproofs to shed employees whenever shed employees are exposed to the vagaries of weather.

(7) An employer shall provide lockers for conductors and/or shed employees.

(8) All equipment issued in terms of this section shall remain the property of the employer.

(9) An allowance of 10 cents a day shall be paid to an employee who is not issued with a uniform within 30 days.

8. TERMINATION OF SERVICE.

(1) Subject to the provisions of subclause (2) of this clause not less than 1 week's notice from the ordinary pay day shall be given by an employer or an employee to terminate the contract of service; provided that this shall not effect the right of the employer or employee to terminate the contract of service without notice for any cause recognised by law as sufficient; and provided further that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 6.

(8) 'n Werknemer wie se dienskontrak voor 1 Desember in 'n bepaalde jaar eindig, moet 'n bedrag betaal word wat, met uitsondering van die bedrag betaalbaar ingevolge hierdie subklousule en die bedrag betaalbaar ingevolge subklousule (6) van hierdie klousule, gelyk is aan 3 persent van die besoldiging wat hy sedert 1 Desember die vorige jaar ontvang het; met dien verstande dat 'n werknemer wat voor sodanige beëindiging minder as 6 maande ononderbroke diens by dieselfde werkgewer gehad het, nie op sodanige betaling geregtig is nie.

(9) Die verloftydperk mag nie met siekteverlof met besoldiging of met 'n kennisgewingstermyn ten opsigte van diensbeëindiging of met enige tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1967, moet ondergaan, saamval nie.

(10) By die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit wat 'n werknemer—

(a) met verlof ooreenkomstig subklousule (1) afwesig is;

(b) militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan;

(c) van sy werk afwesig is op las of op versoek van sy werkgewer;

(d) van sy werk afwesig is weens siekte; en wat altesaam hoogstens 10 weke in 'n jaar ten opsigte van items (a), (c) en (d) beloop, plus hoogstens 4 maande ten opsigte van item (b).

7. UNIFORMS EN UITRUSTING.

(1) Daar moet 1 uniform aan bestuurders en kondukteurs uitgereik word wanneer hulle by die werkgewer in diens tree, en elke 9 maande daarna moet 'n verdere uniform aan hulle uitgereik word.

(2) Een dubbeldoeljas moet elke 3 jaar aan bestuurders en kondukteurs uitgereik word.

(3) 'n Paar kaphandskoene moet elke 12 maande aan bestuurders uitgereik word.

(4) 2 hemde en 1 das moet binne die eerste week van November elke jaar aan bestuurders en kondukteurs uitgereik word.

(5) 2 oorpakke moet elke jaar uitgereik word aan elke loodswerknemer wat 'n loon van minstens 24 sent per uur ontvang; met dien verstande dat—

(a) leer- of rubbervoorskote, wat in geval van billike en redelike slytasie vervang moet word, benewens die 2 oorpakke uitgereik moet word aan loodswerknemers wat batterye versorg;

(b) benewens die 2 oorpakke, kniestewels of kaparrangs, wat in geval van billike en regverdige slytasie vervang moet word, uitgereik moet word aan loodswerknemers wat as skoonmakers werksaam is; en

(c) kaparrangs, wat in geval van billike en redelike slytasie vervang moet word, uitgereik moet word aan loodswerknemers wat as arbeiders werksaam is.

(6) 'n Werkgewer moet oorjasse en waterdigte mantels aan loodswerknemers verskaf wanneer sodanige werknemer aan slegte weer blootgestel word.

(7) 'n Werkgewer moet kondukteurs en/of loodswerknemers van sluitkissies voorsien.

(8) Alle uitrusting wat ingevolge hierdie klousule uitgereik word, bly die eiendom van die werkgewer.

(9) 'n Toelae van 10 sent per werkdag moet aan 'n werknemer betaal word wat nie binne 30 dae na die datum van sy indiensneming van 'n uniform voorsien word nie.

8. DIENSBEEINDIGING.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule, moet 'n werkgewer of 'n werknemer minstens 1 week vanaf die gewone betaaldag kennis gee van die beëindiging van die dienskontrak; met dien verstande dat die reg van die werkgewer of die werknemer om die dienskontrak sonder kennisgewing en wel om 'n regsgeldige rede te beëindig, nie hierdeur geraak word nie; met dien verstande voorts dat die kennisgewingstermyn nie mag saamval nie met, en daar ook nie kennis gegee mag word nie gedurende, 'n werknemer se afwesigheid met verlof wat ingevolge klousule 6 verleen is.

(2) Notwithstanding the provisions of subclause (1), the contract of service may, during the first 2 weeks of employment, be terminated by either the employer or the employee without notice.

9. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, an employer shall deduct 4 cents per week from the wages (exclusive of any allowances) of each of his employees receiving R4 per week or more, and 2 cents per week from each of his employees receiving less than R4 per week and to the amount so deducted, the employer shall add a equal amount.

(2) All amounts collected in accordance with the provisions of subclause (1) of this clause, together with a statement showing the number of employees employed, shall be forwarded to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, on or before the 15th day of each month following that in respect of which the collections have been made.

10. AGENTS.

The Council shall appoint one or more persons as Agents to assist in the administration of this agreement. An Agent may enter any establishment and may question any employer or employee and inspect the record of wages paid and payments made for ordinary and overtime work for the purpose of ascertaining whether the terms of this agreement are being observed.

11. ADMINISTRATION OF AGREEMENT.

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

12. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall have the power to fix the conditions and the period of exemption.

(3) Licences of all exemptions shall be issued over the signature of the Secretary of the Council and a copy of each licence shall be forwarded to the Divisional Inspector of Labour, Port Elizabeth.

13. RECORDS TO BE KEPT.

Drivers and conductors shall keep records in such form as may be determined by the employer. The employer shall furnish each employee with the necessary forms for keeping such records which shall be returned to the employer by the employee on completion of his day's work. The employer shall thereafter be required to keep such records filed in chronological order.

14. EXHIBITION OF AGREEMENT.

A legible copy of this part of the Agreement in both official languages shall be exhibited by every employer in a place readily accessible to all employees to whom this part applies and in the form prescribed in the regulations to the Act.

15. APPLICATION OF THE FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.

Notwithstanding anything to the contrary contained in this Agreement the hours of work, overtime and holiday provisions contained in sections nineteen, twenty and twenty-one of the Factories, Machinery and Building Work Act, 1941, as amended, shall apply to employees engaged in or in connection with a factory as defined in the said Act insofar as the provisions of the Agreement are less favourable.

This Agreement signed on behalf of the Parties, this 20th day of September 1967.

J. C. K. ERASMUS,
Chairman of the Council.
R. NELSON,
Vice-chairman of the Council.
A. S. YOUNG,
Secretary of the Council.

(2) Ondanks die bepalings van subklousule (1), kan of die werkgewer of die werknemer die dienskontrak gedurende die eerste 2 weke diens sonder kennisgewing beëindig.

9. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry, moet 'n werkgewer 4 sent per week aftrek van die loon (uitgesonderd toelaes) van elkeen van sy werknemers wat R4 per week of meer ontvang en 2 sent per week van elkeen van sy werknemers wat minder as R4 per week ontvang, en by die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is.

(2) Alle bedrae wat ingevolge subklousule (1) van hierdie klousule ingevorder is, tesame met 'n staat wat die getal werknemers wat in diens is, toon, moet voor of op die 15de dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae ingevorder is, aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, gestuur word.

10. AGENTE.

Die Raad moet een of meer persone as agent aanstel om te help met die administrasie van hierdie Ooreenkoms. 'n Agent kan 'n bedryfsinrigting betree en 'n werkgewer of werknemer ondervra en die register van betaalde lone en betalings vir gewone en oortydwerk inspekteer met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

11. ADMINISTRASIE VAN OOREENKOMS.

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalings hiervan onbestaanbaar is nie.

12. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms om 'n afdoende rede verleen.

(2) Die Raad besit die bevoegdheid om die vrystellingsvoorwaardes en -termyn te bepaal.

(3) Vrystellingssertifikate, onderteken deur die Sekretaris van die Raad, moet uitgereik word, en 'n kopie van elke sertifikaat moet aan die Afdelingsinspekteur van Arbeid, Port Elizabeth, gestuur word.

13. REGISTERS WAT GEHOU MOET WORD.

Bestuurders en kondukteurs moet registers hou in die vorm wat die werkgewer bepaal. Die werkgewer moet elke werknemer voorsien van die vorms wat nodig is om die registers te hou, wat die werknemer by voltooiing van sy werk vir die dag aan die werkgewer moet terugbesorg.

14. VERTONING VAN OOREENKOMS.

'n Leesbare kopie van hierdie Deel van die Ooreenkoms moet in albei amptelike tale deur elke werknemer vertoon word op 'n plek wat geredelik toeganklik is vir alle werknemers op wie hierdie Deel van toepassing is, en sodanige kopie moet in die vorm wees soos in die regulasies van die Wet voorgeskryf word.

15. TOEPASSING VAN WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die bepalings in verband met werkure, oortydwerk en vakansiedae soos vervat in artikels 19, 20 en 21 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, op werknemers wat werksaam is in of in verband met 'n fabriek soos in genoemde Wet omskryf, van toepassing vir sover die bepalings van die Ooreenkoms minder gunstig is.

Hierdie Ooreenkoms is op hede die 20ste dag van September 1967 namens die partye onderteken.

J. C. K. ERASMUS,
Voorsitter van die Raad.
R. NELSON,
Ondervoorsitter van die Raad.
A. S. YOUNG,
Sekretaris van die Raad.

No. R. 922. 24 May 1968.

**INDUSTRIAL CONCILIATION ACT, 1956.
ROAD PASSENGER TRANSPORT INDUSTRY,
PORT ELIZABETH.**

ARTISANS' AGREEMENT.

I, Marias Viljoen, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Road Passenger Transport Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 25 March 1970 upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of that union.

M. VILJOEN,
Minister of Labour.

SCHEDULE.

**INDUSTRIAL COUNCIL FOR THE ROAD PASSENGER
TRANSPORT INDUSTRY, PORT ELIZABETH.**

ARTISANS AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, as amended, made and entered into by and between

Port Elizabeth Passenger Transport Limited
(hereinafter referred to as the "employer"), of the one part, and
Port Elizabeth Bus Workers' Union
(hereinafter referred to as "the employees" or "the trade union"), of the other part,

being parties to the Industrial Council for the Road Passenger Transport Industry (Port Elizabeth).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of Port Elizabeth by the employer referred to in the preamble to the schedule who is engaged in the Road Passenger Transport Industry and by all employees who are members of the Trade Union, and who are employed in that Industry and for whom wages and conditions of service are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister in terms of section 48 of the Industrial Conciliation Act, 1956, as amended, and shall remain in force for the period ending 25 March 1970, or such other period as may be determined by him.

3. DEFINITIONS.

Any terms used in this part of the Agreement which are defined in the Act shall have the same meaning as in that Act, any reference to an Act or Ordinance shall include any amendment of such Act or Ordinance 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;

"Council" means the Industrial Council for the Road Passenger Transport Industry (Port Elizabeth), registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Act;

"journeyman" means an employee, other than a signwriter or brush hand as defined in the Agreement published under Government Notice No. R. 921 of the 24th May 1968, who has completed a contract of apprenticeship under the Apprenticeship Act, 1944, or an employee who is in possession of a certificate recognised by the Council, enabling him to be employed as a journeyman;

No. R. 922. 24 Mei 1968.

**WET OP NYWERHEIDSVERSOENING, 1956.
PADPASSASIERSVERVOERBEDRYF, PORT
ELIZABETH.**

AMBAGSMANOOREENKOMS.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en wat op die Padpassasiersvervoerbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 25 Maart 1970 eindig, bindend is vir die werkgewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vakvereniging is.

M. VILJOEN,
Minister van Arbeid.

BYLAE.

**NYWERHEIDSRAAD VIR DIE PADPASSASIERS-
VERVOERBEDRYF, PORT ELIZABETH.**

AMBAGSMANOOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, No. 28 van 1956, soos gewysig, gesluit en aangegaan deur en tussen die

Port Elizabeth Passenger Transport Limited
(hieronder die „werkgewer” genoem), aan die een kant, en die
Port Elizabeth Bus Workers' Union
(hieronder die „werknemers” of die „Vakvereniging” genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Padpassasiersvervoerbedryf (Port Elizabeth).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik Port Elizabeth nagekom word deur die werkgewer wat in die aanhef van die bylae bedoel word en wat die padpassasiersvervoerbedryf beoefen en deur alle werknemers wat lede van die Vakvereniging is, wat in daardie Bedryf werksaam is en vir wie lone en diensvoorwaardes in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, soos gewysig, vasstel en bly van krag vir die tydperk eindigende 25 Maart 1970 of vir die ander tydperk wat hy mag bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie deel van die Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet of 'n ordonnansie melding gemaak word, word ook alle wysigings van sodanige wet of ordonnansie bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

„Wet” die Wet op Nywerheidsversoening, 1956;

„Raad” die Nywerheidsraad vir die Padpassasiersvervoerbedryf (Port Elizabeth), wat ingevolge artikel twee van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word ingevolge die Wet geregistreer te wees;

„ambagsman” 'n werknemer, uitgesonderd 'n letterskilder of skilder soos omskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 921 van 24 Mei 1968, wat 'n leerkontrak ooreenkomstig die Wet op Vakleerlinge, 1944, voltooi het of 'n werknemer wat in besit is van 'n sertifikaat wat deur die Raad erken word en wat hom in staat stel om as ambagsman in diens geneem te word;

"Road Passenger Transport Industry" or "Industry" means the Industry in which employers and employees are associated for the purpose of transporting for reward over any public road any person or persons by means of any vehicle (other than a vehicle controlled by the South African Railways and Harbours Administration) designed for propulsion otherwise than by human or animal power, designed to carry more than 8 persons in addition to the driver of such vehicle;

"service" means the total period of 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, Grade I" means an employee who is not a journeyman and who is engaged in any or all of the following operations:—

Changing springs and shackles, fitting relined brake shoes; adjusting brakes; changing king pins and bushes; changing universal joints; removing and replacing wheel hubs and bearings (under the supervision of a foreman); changing worn pins and bushes in brake, clutch and change-speed linkages; attending to water and fuel leaks; attending to the bodywork of vehicles where such work does not necessitate the removal of panels or ceilings, but does not include panel-beating;

"wage" means the wage prescribed in clause 4 of this Agreement provided that where the employer regularly pays an employee an amount higher than that prescribed in the said clause, it means such higher amount.

4. WAGES.

No employer shall pay and no employee shall accept wages lower than the following:—

	Per Hour. R
(a) Journeymen.....	0.8930
(b) Shed employee, Grade I.....	0.7127

5. SERVICE PAY.

All employees for whom wages are prescribed in clause 4 (1) (b) (i.e. Shed Employees, Grade I) and who have completed 11 years of service with the same employer, shall be paid an extra 1.667 cents per hour; those employees who have completed 15 years of service with the same employer shall be paid an extra 2.500 cents per hour; and those employees who have completed 20 years of service with the same employer, shall be paid an extra 3.333 cents per hour.

6. COST OF LIVING ALLOWANCE.

(1) The wages prescribed in clause 4 shall be deemed to include the cost of living allowance payable in terms of War Measure No. 43 of 1942, as amended.

(2) In the event of the cost of living allowance payable in terms of the said War Measure being increased the wages prescribed shall be increased accordingly; provided that an amount equivalent to the amount of the cost of living allowance paid to the category of employee concerned as at 18 October 1966, in terms of clause 6 of the Agreement published under Government Notice No. R. 299, dated 28 February 1964, shall be deemed to be cost of living allowance for the purpose of the said War Measure.

7. PAYMENT OF REMUNERATION.

(1) Remuneration shall be paid on Fridays in respect of the previous working week which shall be from a Monday to a Sunday, or on termination of employment if this takes place before the ordinary pay-day.

(2) Every employer shall register with the Council the address of the office at which remuneration shall be paid and shall notify the Council of any change of address.

(3) Remuneration paid in terms of this Agreement shall be accompanied by a statement showing:—

- The employer's name;
- the employee's name;
- the number of hours worked including overtime;
- particulars of deductions made from employee's earnings;
- the actual amount paid to the employee; and
- the period in respect of which payment is made;

and such statement shall become the property of the employee.

„Padpassasiersvervoerbedryf" of „Bedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is om, teen betaling en oor 'n openbare pad, enige persoon of persone te vervoer deur middel van 'n voertuig (uitgesonderd 'n voertuig wat deur die Suid-Afrikaanse Spoorweg- en Hawensadministrasie beheer word) wat ontwerp is vir aandrywing op 'n ander manier as deur middel van mense- of dierekrag en wat ontwerp is vir die vervoer van meer as 8 persone bo en behalwe die bestuurder van sodanige voertuig;

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

„loodswerknemer, graad I," 'n werknemer wat nie 'n ambagsman is nie en wat enigeen van al die volgende werksaamhede verrig:—

Vere en skommels omruil, versoolde remskoene aanbring; remme stel; kringspille en busse omruil; kruiskoppelings omruil; nave en laers van wiele onder die toesig van 'n voorman verwyder; verslete penne en busse in rem-, koppelaar- en wisselaar-skakelings omruil; water- en brandstoflekplekke verhelp; die bakwerk van voertuie versorg waar sodanige werk nie die verwydering van panele of plafonne meebring nie en ook nie duikklopwerk insluit nie;

„loon" die loon wat in klousule 4 van hierdie Ooreenkoms voorgeskryf word; met dien verstande dat, waar die werkgewer aan 'n werknemer gereeld 'n bedrag betaal wat hoër is as dié in genoemde klousule voorgeskryf, dit sodanige hoër bedrag beteken.

4. LONE.

Geen lone wat laer as die volgende is, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:—

	Per uur. R
(a) Ambagsman.....	0.8930
(b) Loodswerknemer graad I.....	0.7127

5. BESOLDIGING VIR LANG DIENS.

Alle werknemers vir wie lone in klousule 4 (b) voorgeskryf word (d.w.s. loodswerknemers graad I) en wat 11 jaar diens by dieselfde werkgewer voltooi het, moet 'n ekstra 1.667 sent per uur betaal word; daardie werknemers wat 15 jaar diens by dieselfde werkgewer voltooi het, moet 'n ekstra 2.500 sent per uur betaal word; en daardie werknemers wat 20 jaar diens by dieselfde werkgewer voltooi het, moet 'n ekstra 3.333 sent per uur betaal word.

6. LEWENSKOSTETOELAE.

(1) Die lone wat in klousule 4 voorgeskryf word, word geag die lewenskostetoelae in te sluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is.

(2) Ingeval die lewenskostetoelae wat ingevolge genoemde Oorlogsmaatreël betaalbaar is, verhoog word, moet die voorgeskrewe lone dienoreenkomstig verhoog word; met dien verstande dat 'n bedrag gelyk aan die bedrag van die lewenskostetoelae wat op 18 Oktober 1966 ingevolge klousule 6 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 299 van 28 Februarie 1964, aan die werknemer van die betrokke klas betaal is, geag moet word lewenskostetoelae te wees by die toepassing van genoemde Oorlogsmaatreël.

7. BETALING VAN BESOLDIGING.

(1) Betaling ten opsigte van die vorige werkweek, wat vanaf 'n Maandag tot 'n Sondag moet strek of tot die beëindiging van die diens indien dit voor die gewone betaaldag plaasvind, moet Vrydae geskied.

(2) Elke werkgewer moet die adres van die kantoor waar die besoldiging betaal moet word, by die Raad registreer en moet die Raad van alle adresverandering verwittig.

(3) Besoldiging wat ingevolge hierdie Ooreenkoms betaal word, moet vergesel gaan van 'n staat wat die volgende toon:—

- Die werkgewer se naam;
- die werknemer se naam;
- die getal ure gewerk, met inbegrip van oortydwerk;
- besonderhede van bedrae wat van die verdienste van 'n werknemer afgetrek is;
- die werklike bedrag wat aan die werknemer betaal word; en
- die tydperk ten opsigte waarvan betaling geskied;

en sodanige staat word die eiendom van die werknemer.

(4) An employer shall not impose any fines on his employee nor shall he make any deductions from his employee's remuneration; provided that he may make the following:—

(a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds.

(b) Except where otherwise provided in this Agreement, whenever an employee is absent from work for any cause other than on the instruction or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the remuneration which such employee was receiving in respect of his ordinary hours of work at the time of such absence.

(c) A deduction in respect of Trade Union subscriptions in terms of clause 18.

(d) A deduction of any amount which an employer is legally or by order of any competent court required or permitted to make.

(e) Any other deduction that may be mutually agreed upon in writing between the Union, the employee and the employer.

(5) 44 hours of work within 6 days or pay in lieu thereof, shall be guaranteed to all employees.

(6) Nothing in this Agreement shall operate to reduce the remuneration which any employee was receiving on the date on which this Agreement comes into operation.

8. HOURS OF WORK.

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee—

(a) to work for more than 44 hours, excluding meal times in any 1 week;

(b) to work for more than 7 hours 20 minutes, excluding meal times, on any 1 day;

(c) to work for a continuous period of more than 5 hours without an uninterrupted interval of at least 1 hour: Provided that for the purposes of this paragraph periods of work interrupted by an interval of less than 1 hour shall be deemed to be continuous.

(2) Notwithstanding the provisions of paragraphs (a) and (b) of subclause (1), an employer may require or permit an employee to work overtime for a total period not exceeding 10 hours in any 1 week provided that no employer shall require or permit a female employee to work overtime—

(a) for more than 2 hours on any day;

(b) on more than 3 consecutive days;

(c) on more than 60 days in any year;

(d) after completion of her ordinary working hours, for more than 1 hour on any day unless he has—

(i) given notice thereof to such employee before midday; or

(ii) provided such employee with an adequate meal before she has to commence overtime; or

(iii) paid such employee an allowance of at least 15 cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

9. PAYMENT FOR OVERTIME AND SUNDAYS.

(1) An employer shall pay to an employee employed by him remuneration at a rate not less than one and one-third times his hourly rate in respect of all overtime worked by such employee.

(2) Whenever an employee works on Sunday, his employer shall either—

(a) pay to the employee—

(i) if he so works for a period not exceeding 4 hours not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or

(ii) if he works for a period exceeding 4 hours, remuneration 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; or

(4) 'n Werkgewer mag sy werknemer geen boetes oplê en mag ook geen bedrag van sy besoldiging aftrek nie; met dien verstande dat hy die volgende mag aftrek:—

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siektebystands-, versekerings-, besparings-, voorsorgs- of pensioenfondse.

(b) Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgewer, 'n bedrag wat eweredig is aan die tydperk van sy afwesigheid en wat bereken is op grondslag van die besoldiging wat sodanige werknemer ten opsigte van sy gewone werkure ontvang het ten tyde van sodanige afwesigheid.

(c) 'n Bedrag ten opsigte van ledegedelde vir die vakvereniging, soos in klousule 18 voorgeskryf.

(d) 'n Bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof moet of mag aftrek.

(e) Enige ander bedrag waaroor die vakvereniging, die werknemer en die werkgewer onderling en skriftelik ooreen mag kom.

(5) 44 uur werk binne 6 dae of betaling in plaas daarvan, moet aan alle werknemers gewaarborg word.

(6) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die besoldiging wat 'n werknemer op die datum waarop hierdie Ooreenkoms in werking tree, ontvang het, verminder nie.

8. WERKURE.

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgewer van 'n werknemer vereis of hom toelaat—

(a) om vir meer as 44 uur, uitgesonderd etenstye, in 'n bepaalde week te werk nie;

(b) om vir meer as 7 uur 20 minute, uitgesonderd etenstye, op 'n bepaalde dag te werk nie;

(c) om vir 'n aaneelopende tydperk van meer as 5 uur sonder 'n ononderbroke pouse van minstens 1 uur te werk nie; met dien verstande dat, by die toepassing van hierdie paragraaf, werktydperke wat onderbreek word deur 'n pouse van minder as een uur, geag word aaneelopend te wees.

(2) Ondanks die bepalings van paragrafe (a) en (b) van subklousule (1), mag 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk van hoogstens 10 uur in 'n bepaalde week; met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd—

(a) vir meer as 2 uur op 'n dag te werk nie;

(b) op meer as 3 agtereenvolgende dae te werk nie;

(c) op meer as 60 dae in 'n jaar te werk nie;

(d) na voltooiing van haar gewone werkure, vir meer as een uur op 'n dag te werk nie, tensy hy—

(i) sodanige werknemer voor die middag in kennis daarvan gestel het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer 'n toelae van minstens 15 sent betyds genoeg betaal het om die werknemer in staat te stel om 'n ete te verkry voordat daar met die oortydwerk begin moet word.

9. BETALING VIR OORTYDWERK EN SONDAE.

(1) 'n Werkgewer moet aan 'n werknemer wat by hom in diens is, 'n besoldiging betaal teen 1½ maal sy uurloon ten opsigte van alle oortyd wat sodanige werknemer werk.

(2) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer of—

(a) die werknemer—

(i) minstens die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaal as hy aldus werk vir 'n tydperk van hoogstens 4 uur; of

(ii) as hy vir 'n tydperk van meer as 4 uur werk, besoldiging teen minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging wat minstens gelyk is aan dubbel die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag, betaal; of

(b) pay the employee remuneration at a rate not less than $1\frac{1}{4}$ times his ordinary rate of remuneration in respect of the total period worked on such Sunday, and grant him within 7 days of such Sunday, 1 day's holiday and pay him in respect thereof, remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

10. PAYMENT FOR PUBLIC HOLIDAYS AND ANNUAL LEAVE.

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

(a) For each of the first 10 years of service: 18 working days;

(b) for the 11th year of service and thereafter: 24 working days.

(2) An employee who does not work on Kruger Day, Christmas Day, New Year's Day, Good Friday, Day of the Covenant, Ascension Day, Republic Day or Easter Monday, shall be paid for 7 hours and 20 minutes at the rate of his hourly wage for each such day. An employee who works on Kruger Day, Christmas Day, New Year's Day, Good Friday, the Day of the Covenant, Ascension Day, Republic Day or Easter Monday shall, for the time he works on any such day, be paid not less than double his hourly wage with a minimum of 7 hours and 20 minutes' pay.

(3) The employer shall fix the time when an employee shall take his annual leave, but if he shall not have granted the employee the period of leave at an earlier date, such leave shall be granted so as to begin within 3 months after the termination of each 12 months' service. In the event of the employee's service being terminated after the completion of 12 months' service, but before he has been granted his leave in accordance with the provisions of this clause, he shall be paid in lieu thereof.

(4) For the purpose of annual leave, the service of an employee shall be deemed to commence from the date on which such employee entered the employer's service.

(5) An employee whose contract of employment terminates during any period of 52 weeks of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued, shall upon termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed week of such period of employment, an amount of not less than one fifty-second of the amount of leave pay to which he is entitled in terms of subclause (1).

(6) Every shed employee, Grade 1, who is in the service of his employer on the first day of December in any year, shall be paid an amount equal to 3 per cent of his remuneration, excluding the amount payable in terms of this subclause, for the period of his service within the period of 12 calendar months immediately preceding the first day of December.

(7) Payment of the amount due in terms of subclause (6), shall be made on the normal pay-day in the second week of December.

(8) Any shed employee, Grade 1, whose contract of employment terminates before the 1st December in any year, shall be paid an amount equal to 3 per cent of his remuneration, excluding the amount payable in terms of this subclause and the amount payable in terms of subclause (6) of this clause, received since the 1st December, in the preceding year; provided that an employee who has had less than 6 months' continuous service with the same employer prior to such termination shall not be entitled to such payment.

(9) Whenever a journeyman is granted leave in terms of subclause (1), he shall, at the same time he is paid in respect of such leave, be paid a holiday bonus of not less than R90.

(10) A journeyman whose contract of employment terminates during any period of 12 months' employment before the period of leave prescribed in subclause (1) 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 week of such period of employment an amount of not less than one fifty-second of the holiday bonus referred to in subclause (9) of this clause.

(11) The period of leave shall not be concurrent with paid sick leave or with notice of termination of service or with any period during which an employee is required to undergo military training in pursuance of the Defence Act, 1957.

(b) die werknemer 'n besoldiging betaal teen minstens $1\frac{1}{4}$ maal sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne 7 dae vanaf sodanige Sondag een dag vakansie verleen en hom ten opsigte daarvan besoldig teen minstens sy gewone besoldiging asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

10. BETALING VIR OPENBARE VAKANSIEDAE EN JAARLIKSE VERLOF.

(1) Elke werknemer moet op onderstaande grondslag afwesighedsverlof met volle besoldiging verleen word ten opsigte van elke jaar diens by dieselfde werkgever:—

(a) Vir elkeen van die eerste 10 jaar diens: 18 werkdae;

(b) vir die 11de jaar diens en daarna: 24 werkdae.

(2) 'n Werknemer wat nie op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartdag, Republiekdag of Paasmaandag werk nie, moet ten opsigte van elke sodanige dag vir 7 uur en 20 minute betaal word teen sy uurloon. 'n Werknemer wat op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartdag, Republiekdag of Paasmaandag werk, moet vir die tyd wat hy op sodanige dag werk, minstens dubbel sy uurloon betaal word, met 'n minimum van 7 uur en 20 minute se besoldiging.

(3) Die werkgever moet die tyd vasstel wanneer 'n werknemer sy jaarlikse verlof moet neem, maar as hy nie die tydperk van verlof op 'n vroeër datum aan die werkgever verleen het nie, moet sodanige verlof so verleen word dat dit begin binne 3 maande na die einde van elke 12 maande diens. Ingeval die werknemer se diens beëindig word na voltooiing van 12 maande diens maar voordat sy verlof ooreenkomstig hierdie klousule aan hom verleen is, moet hy in plaas daarvan betaal word.

(4) Vir die doeleindes van jaarlikse verlof, word die diens van 'n werknemer geag te begin op die datum waarop sodanige werknemer by die werkgever in diens getree het.

(5) 'n Werknemer wie se dienskontrak gedurende enige tydperk van 52 weke diens eindig voordat die tydperk van verlof voorgeskryf in subklousule (1), ten opsigte van daardie tydperk opgeloo het, moet by beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooië week van sodanige dienstydsperk 'n bedrag betaal word van minstens een twee-en-vyftigste van die bedrag van die verlof-besoldiging waarop hy kragtens subklousule (1) geregtig is.

(6) Elke loodswerknemer, graad I, wat op die eerste dag van Desember elke jaar in die diens van sy werkgever is, moet 'n bedrag betaal word wat gelyk is aan 3 persent van sy besoldiging, uitgesonderd die bedrag betaalbaar ingevolge hierdie subklousule, vir die tydperk van sy diens binne die tydperk van 12 kalendermaande onmiddellik voor die eerste dag van Desember.

(7) Betaling van die bedrag wat ingevolge subklousule (6) verskuldig is, moet geskied op die gewone betaaldag in die tweede week van Desember.

(8) 'n Loodswerknemer, graad I, wie se dienskontrak eindig voor 1 Desember in enige jaar, moet 'n bedrag betaal word wat gelyk is aan 3 persent van sy besoldiging, uitgesonderd die bedrag wat ingevolge hierdie subklousule betaalbaar is en die bedrag wat ingevolge subklousule (6) van hierdie klousule betaalbaar is en wat sedert 1 Desember die vorige jaar ontvang is; met dien verstande dat 'n werknemer wat minder as 6 maande ononderbroke diens by dieselfde werkgever gehad het voor sodanige beëindiging, nie op sodanige betaling geregtig is nie.

(9) Wanneer 'n ambagsman verlof ingevolge subklousule (1) verleen word, moet hy gelyktydig met die betaling ten opsigte van sodanige verlof, 'n vakansiebonus van minstens R90 betaal word.

(10) 'n Ambagsman wie se dienskontrak gedurende 'n tydperk van 12 maande diens eindig voordat die tydperk van verlof voorgeskryf in subklousule (1), opgeloo het, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooië week van sodanige dienstydsperk 'n bedrag betaal word van minstens een twee-en-vyftigste van die vakansiebonus wat in subklousule (9) van hierdie klousule bedoel word.

(11) Die tydperk van verlof mag nie met siekteverlof met besoldiging of met 'n kennisgewingstermyn ten opsigte van diensbeëindiging of met 'n tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdedigingswet, 1957, moet ondergaan, saamval nie.

(12) For the purpose of this clause the term "employment" shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of subclause (1);
 - (b) undergoing military training in pursuance of the Defence Act, 1957;
 - (c) absent from work on the instructions or at the request of his employer;
 - (d) absent from work owing to sickness;
- amounting in the aggregate to not more than 10 weeks in any year in respect of items (a), (c) and (d) plus up to 4 months in respect of item (b).

11. MEMBERSHIP OF THE TRADE UNION.

(1) An employer shall not employ any employee who is not a member of the Port Elizabeth Bus Workers' Union.

(2) Notwithstanding the provisions of subclause (1), the provisions of this clause shall not apply in respect of any immigrant during the first year after the date of his entry into the Republic of South Africa, provided, if any immigrant has at any time after the first 3 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 become operative.

12. TERMINATION OF SERVICE.

(1) Subject to the provisions of subclause (2) of this clause, not less than 1 week's notice from the ordinary pay-day shall be given by an employer or an employee to terminate the contract of service, provided that this shall not affect the right of the employer or employee to terminate the contract of service without notice for any cause recognised by law as sufficient; provided further that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 10 or any period of military training in pursuance of the Defence Act, 1957, or any period of sick leave not exceeding 14 days during any year of service.

(2) Notwithstanding the provisions of subclause (1), the contract of service may, during the first 2 weeks of employment, be terminated by either the employer or the employee without notice.

13. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, an employer shall deduct 4 cents per week from the wages of each of his employees and to the amount so deducted the employer shall add an equal amount.

(2) All amounts collected in accordance with the provisions of subclause (1) of this clause, together with a statement showing the number of employees employed, shall be forwarded to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, on or before the 15th day of each month following that in respect of which the collections have been made.

14. AGENTS.

The Council shall appoint one or more persons as agents to assist in the administration of this Agreement. An agent may enter any establishment and may question any employer or employee and inspect the record of wages paid and payments made for ordinary and overtime work for the purpose of ascertaining whether the terms of this Agreement are being observed.

15. ADMINISTRATION OF AGREEMENT.

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

16. VRYSTELLINGS.

(1) Die Raad mag om 'n afdoende rede vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad het die bevoegdheid om die voorwaardes en tydperk van die vrystelling te bepaal.

(3) Sertifikate, onderteken deur die Sekretaris van die Raad, moet ten opsigte van alle vrystellings uitgereik word en 'n kopie van elke sertifikaat moet aan die Afdelingsinspekteur van Arbeid, Port Elizabeth, gestuur word.

(12) By die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit wat 'n werknemer afwesig is—

- (a) met verlof ooreenkomstig subklousule (1);
- (b) militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan;
- (c) van sy werk afwesig is op las of op versoek van sy werkgever;
- (d) van sy werk afwesig is weens siekte;

en wat altesaam hoogstens 10 weke in 'n jaar ten opsigte van items (a), (c) en (d) beloop, plus hoogstens 4 maande ten opsigte van item (b).

11. LIDMAATSKAP VAN VAKVERENIGING.

(1) 'n Werkgever mag nie 'n werknemer wat nie lid van die Port Elizabeth Bus Worker's Union is nie, in diens neem nie.

(2) Ondanks die bepalings van subklousule (1), is die bepalings van hierdie klousule nie ten opsigte van 'n immigrant gedurende die eerste jaar vanaf die datum waarop hy die Republiek van Suid-Afrika binnegekom het, van toepassing nie; met dien verstande dat, as 'n immigrant te eniger tyd na sy eerste 3 maande diens in die bedryf, 'n uitnodiging van die Vakvereniging geweier het om lid daarvan te word, die bepalings van hierdie klousule onmiddellik van toepassing word.

12. BEÏNDIGING VAN DIENS.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule, moet 'n werkgever of 'n werknemer minstens 1 week met ingang van die gewone betaaldag kennis gee van die beëindiging van die dienskontrak; met dien verstande dat die reg van die werkgever of die werknemer om die dienskontrak sonder kennisgewing en wel om 'n regsgeldige rede te beëindig, nie hierdeur geraak word nie; en voorts met dien verstande dat die kennisgewingtermyn nie mag saamval nie met of kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof wat ingevolge klousule 10 verleen is of met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, of 'n tydperk van siekteverlof van hoogstens 14 dae gedurende enige jaar diens.

(2) Ondanks die bepalings van subklousule (1), kan of die werkgever of die werknemer die dienskontrak gedurende die eerste 2 weke diens sonder kennisgewing beëindig.

13. UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry, moet 'n werkgever 4 sent per week van die loon van elkeen van sy werknemers aftrek en by die bedrag aldus afgetrek, moet die werkgever 'n bedrag voeg wat daaraan gelyk is.

(2) Alle bedrae wat ingevolge subklousule (1) van hierdie klousule ingevorder is, tesame met 'n staat wat die getal werknemers aantoon, moet voor of op die vyftiende dag van elke maand wat volg op dié ten opsigte waarvan die bedrae ingevorder is, aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, gestuur word.

14. AGENTE.

Die Raad moet 1 of meer persone as agente aanstel om te help met die administrasie van hierdie Ooreenkoms. 'n Agent mag enige bedryfsinrigting betree en 'n werkgever of werknemer ondervra en die register van betaalde lone en betalings vir gewone en oortydwerk nagaan met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

15. ADMINISTRASIE VAN OOREENKOMS.

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy mag menings wat nie met die bepalings daarvan onbestaanbaar is nie, uitspreek vir die leiding van werkgevers en werknemers.

16. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall have the power to fix the conditions and the period of exemption.

(3) Licences of all exemptions shall be issued over the signature of the Secretary of the Council, and a copy of each licence shall be forwarded to the Divisional Inspector of Labour, Port Elizabeth.

17. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

18. TRADE UNION SUBSCRIPTIONS.

Upon being requested, in writing, by an employee to do so, an employer shall deduct from the wages of that employee, the amount of the employee's trade union subscription and hand it to the official appointed by the Trade Union to receive it.

19. EXHIBITION OF AGREEMENT.

A copy of this Agreement shall be exhibited by every employer in a place readily accessible to all employees to whom it applies and in the form prescribed in the regulations to the Act.

This Agreement signed on behalf of the Parties, this 20th day of September 1967.

J. C. K. ERASMUS,
Chairman of the Council.

R. NELSON,
Vice-Chairman of the Council.

A. S. YOUNG,
Secretary of the Council.

No. R. 923. 24 May 1968.
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

ROAD PASSENGER TRANSPORT INDUSTRY, PORT ELIZABETH.

I, Marias Viljoen, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreements and notices relating to the Road Passenger Transport Industry, published under Government Notices No. R. 921 and No. R. 922 of 24 May 1968, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

No. R. 924. 24 May 1968.
WAR MEASURES ACT, 1940.
SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 OF 1942.

ROAD PASSENGER TRANSPORT INDUSTRY, PORT ELIZABETH.

I, Marias Viljoen, Minister of Labour, hereby, in terms of regulation 4 (1) 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 Agreements for the Road Passenger Transport Industry, published under Government Notices No. R. 921 and No. R. 922 of 24 May, 1968.

M. VILJOEN,
Minister of Labour.

17. VAKVERENIGING SE VERTEENWOORDIGERS IN DIE RAAD.

Die werkgewer moet aan elkeen van sy werknemers wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad uit te voer.

18. LEDEGELDE VIR VAKVERENIGING.

Wanneer skriftelik daartoe versoek deur 'n werknemer, moet 'n werkgewer die bedrag van die werknemer se ledegeld vir die vakvereniging van die loon van daardie werknemer aftrek en dit oorhandig aan die beampte wat die vakvereniging aangestel het om dit te ontvang.

19. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n kopie van hierdie Ooreenkoms vertoon op 'n plek wat geredelik toeganklik is vir al die werknemers op wie dit van toepassing is, en die Ooreenkoms moet in die vorm wees soos in die regulasies van die Wet voorgeskryf.

Hierdie Ooreenkoms is op hede die 20ste dag van September 1967 namens die partye onderteken.

J. C. K. ERASMUS,
Voorsitter van die Raad.

R. NELSON,
Ondervoorsitter van die Raad.

A. S. YOUNG,
Sekretaris van die Raad.

No. R. 923. 24 Mei 1968.
WET OF FABRIEKE, MASJINERIE EN BOUWERK, 1941.

PADPASSASIEVERVOERBEDRYF, PORT ELIZABETH.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkomste en kennisgewings in verband met die Padpassasiersvervoerbedryf, gepubliseer by Goewermentskennisgewings No. R. 921 en No. R. 922 van 24 Mei 1968, oor die algemeen vir persone 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,
Minister van Arbeid.

No. R. 924. 24 Mei 1968.
WET OP OORLOGSMAATREËLS, 1940.
OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGSMAATREËL No. 43 VAN 1942.

PADPASSASIEVERVOERBEDRYF, PORT ELIZABETH.

Ek, Marais Viljoen, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die Regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepaling van genoemde Regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkomste vir die Padpassasiersvervoerbedryf wat by Goewermentskennisgewings No. R. 921 en No. R. 922 van 24 Mei 1968 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

CONTENTS.

No.	GOVERNMENT NOTICES. Department of Labour.	PAGE
R. 921.	Industrial Conciliation Act, 1956: Road Passenger Transport Industry, Port Elizabeth: Main Agreement	1
R. 922.	Industrial Conciliation Act, 1956: Road Passenger Transport Industry, Port Elizabeth: Artisans' Agreement	15
R. 923.	Factories, Machinery and Building Work Act, 1941: Road Passenger Transport Industry, Port Elizabeth	20
R. 924.	War Measures Act, 1940: Suspension of Cost of Living Allowance Regulations Published under War Measure No. 43 of 1942: Road Passenger Transport Industry, Port Elizabeth	20

INHOUD.

No.	GOEWERMENTSKENNISGEWINGS Departement van Arbeid.	BLADSY
R. 921.	Wet op Nywerheidsversoening, 1956: Padpassasiersvervoerbedryf, Port Elizabeth: Hoofdooreenkoms	1
R. 922.	Wet op Nywerheidsversoening, 1956: Padpassasiersvervoerbedryf, Port Elizabeth: Ambagsmanoooreenkoms	15
R. 923.	Wet op Fabrieke, Masjinerie en Bouwerk, 1941: Padpassasiersvervoerbedryf, Port Elizabeth	20
R. 924.	Wet op Oorlogsmaatreëls, 1940: Opskorting van Regulasies op Lewenskostoelaes Gepubliseer by Oorlogsmaatreël No. 43 van 1942: Padpassasiersvervoerbedryf, Port Elizabeth	20

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