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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 422.] [16 Maart 1962.
WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.

**PADPASSASIEVERVOERBEDRYF, PORT
ELIZABETH.**

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Padpassasiersvervoernywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewers en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 en 2 van Deel I; 2 (7) (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 vyf jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrik Port Elizabeth; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 en 2 van Deel I; 2 (7) (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 vyf jaar vanaf genoemde tweede Maandag eindig, in die landdrosdistrik Port Elizabeth *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 422.] [16 March 1962.
INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

**ROAD PASSENGER TRANSPORT INDUSTRY,
PORT ELIZABETH.**

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which 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 five years from the said second Monday, 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 paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 and 2 of Part I; 2 (7) (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 five years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Magisterial District of Port Elizabeth; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* 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 five years from the said second Monday, the provisions of the said Agreement, excluding those contained in clauses 1 and 2 of Part I; 2 (7) (c), 8, 11, 14 and 15 of Part II and 10 of Part III, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

A. E. TROLLIP,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE PADPASSASIEVERVOERBEDRYF, PORT ELIZABETH.

OOREENKOMS

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

Port Elizabeth Electric Tramway Company, Limited, en
Klassens Bus Service (Pty.), Limited

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

Port Elizabeth Tramway and 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).

DEEL I.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik Port Elizabeth nagekom word deur die werkgewers wat in die aanhef van die bylae genoem word en wat by die Padpassasiersbedryf betrokke is, en deur alle werkers wat lede van die Vakvereniging is en in daardie bedryf werksaam is en vir wie lone en diensvoorwaardes in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, vasstel en bly van krag vir 'n tydperk van vyf jaar of vir dié tydperk wat hy mag bepaal.

3. SPESIALE BEPALINGS.

Onlangs 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 Brighton-lokasie (soos in Deel III omskryf) loop, of op loodswerknemers wat die diensing van sodanige voertuie waarneem.

DEEL II.

1. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in daardie Wet; enige vermelding van 'n Wet of Ordonnansie omvat alle wysigings van sodanige Wet of Ordonnansie en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vroue bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

- "Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;
- "skilder graad I" 'n werknemer wat verfwerk verrig tot en met inbegrip van die aanbring van die finale kleurlaag, maar uitgesonder vernis, fantasieverfwerk en die verf van kennisgewings en advertensies;
- "skilder graad II" 'n werknemer wat voertuie vir verf voorberei deur grondverf van kleurkalk daarop aan te bring;
- "Raad" die Nywerheidsraad vir die Passasiersvervoerbedryf (Port Elizabeth), geregistreer ingevolge artikel twee van die Wet op Nywerheidsversoening van 1924, en wat geag word ingevolge die Wet geregistreer te wees;
- "kondukteur" 'n werknemer wat reissgeld op voertuie invorder en wat verantwoordelik is vir die veiligheid van die passasiers en dat die voertuie op tyd loop;
- "diensrooster" 'n rooster wat die werknemers se werk vir elke week in besonderhede aandui;
- "bestuurder" 'n werknemer wat voertuie bestuur wat in die passasiersdiens gebruik word;
- "diensvoertuigbestuurder" 'n loodswerknemer wat werknemers na en van hulle werk vervoer;
- "leerlingbestuurder of -kondukteur" 'n werknemer wat opleiding as 'n bestuurder of kondukteur ondergaan;
- "militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge die bepalings van artikel *een-en-twintig* (1) gelees met subartikels (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, moet ondergaan, maar dit omvat nie opleiding wat hy ooreenkomstig die bepalings van artikel *drie-en-twintig* van genoemde Wet verkies om te ondergaan nie en ook nie opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;
- "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 dierekracht en wat ontwerp is vir die vervoer van meer as agt persone, bo en behalwe die bestuurder van sodanige voertuig;

SCHEDULE.

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

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 Electric Tramway Company, Limited, and
Klassens Bus Service (Pty.), Limited

(hereinafter referred to as the "employers"), of the one part, and

the Port Elizabeth Tramway and 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.

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 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 *forty-eight* of the Industrial Conciliation Act, 1956, as amended, and shall remain in force for a period of five years or such period as may be determined by him.

3. SPECIAL PROVISIONS.

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.

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, 1956, as amended;
- "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 *two* 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 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 men to and from work;
- "learner driver or conductor" means an employee undergoing training as a driver or conductor;
- "military training" means continuous training which an employee is required to undergo in terms of section *twenty-one* (1) read with sub-sections (1) and (2) of section *twenty-two*, of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section *twenty-three* of the said Act nor any other training or service for which he volunteers or which he elects to undergo;
- "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 eight persons in addition to the driver of such vehicle;

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

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

"loodswerknemer graad A" 'n werknemer wat in enigen van of al onderstaande werksaamhede diens doen: Verkoelers herstel; remme versool; buite- en binnebande van wielvellinge verwylde of daaraan sit; toe waens bestuur; voertuie vir diens rangeer en omruil; en omvat assistente van werktuigkundiges, monteurs en elektrisiëns asook onderbase van skoonmakers en pakhuisassistentie;

"loodswerknemer graad B" 'n werknemer wat in enigen van of al onderstaande werksaamhede diens doen: batterye versorg; poleermasjiene bedien; voertuie van brandstof voorsien; smeer; bande oppomp; wiele omruil; die ghries met stoom verwylde, en omvat assistente van leerbeksels (bekleedsel), sweisers, timmermans en duikkloppers;

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

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

"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 werkgever 'n werknemer gereeld 'n hoër bedrag betaal 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 werkgever betaal en deur 'n werknemer aangeneem word nie:—

	Per uur.	
	Sent.	s. d.
(a) Bestuurders en kondukteurs.		
Eerste ses maande diens.....	26-667	2 8
Tweede ses maande diens.....	28-333	2 10
Tweede jaar diens.....	31-667	3 2
Derde jaar diens.....	35-000	3 6
Vierde jaar diens.....	36-667	3 8
Vyfde jaar diens.....	37-500	3 9
Sesde jaar diens.....	39-167	3 11
Sewende jaar diens.....	40-000	4 0
Agtste jaar diens.....	40-833	4 1
Negende jaar diens.....	41-667	4 2
Tiende jaar diens.....	42-500	4 3
Elfde jaar diens en daarna.....	45-833	4 7

	Per dag.	
	Sent.	s. d.
Ongetroude leerlingbestuurders of -kondukteurs	100-000	10 0
Getroude leerlingbestuurders of -kondukteurs	150-000	15 0

	Per uur.	
	Sent.	s. d.
(b) Letterskilder.....	38-333	3 10

(c) Skilder, graad I.		
Eerste drie jaar in die graad.....	24-167	2 5
Vierde jaar in die graad.....	25-000	2 6
Vyfde jaar in die graad en daarna.....	25-833	2 7

(d) Skilder, graad II.		
Eerste jaar in die graad.....	17-500	1 9
Tweede jaar in die graad.....	19-167	1 11
Derde jaar in die graad.....	20-000	2 0
Vierde jaar in die graad.....	20-833	2 1
Vyfde jaar in die graad en daarna.....	21-667	2 2

(e) Loodswerknemers, graad A.		
Eerste jaar in die graad.....	17-500	1 9
Tweede jaar in die graad.....	19-167	1 11
Derde jaar in die graad.....	20-000	2 0
Vierde jaar in die graad.....	20-833	2 1
Vyfde jaar in die graad en daarna.....	21-667	2 2

(f) Loodswerknemers, graad B.		
Eerste jaar in die graad.....	15-833	1 7
Tweede jaar in die graad.....	17-500	1 9
Derde jaar in die graad.....	18-333	1 10
Vierde jaar in die graad.....	19-167	1 11
Vyfde jaar in die graad en daarna.....	20-000	2 0

(g) Loodswerknemers, graad C.		
Eerste jaar in die graad.....	11-667	1 2
Tweede jaar in die graad.....	13-333	1 4
Derde jaar in die graad.....	14-167	1 5
Vierde jaar in die graad.....	15-833	1 7
Vyfde jaar in die graad en daarna.....	16-667	1 8

(h) Diensbusbestuurder.....	26-667	2 8
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"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 one 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 sub-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.	s. d.
(a) Drivers and Conductors.		
First six months of service.....	26-667	2 8
Second six months of service.....	28-333	2 10
Second year of service.....	31-667	3 2
Third year of service.....	35-000	3 6
Fourth year of service.....	36-667	3 8
Fifth year of service.....	37-500	3 9
Sixth year of service.....	39-167	3 11
Seventh year of service.....	40-000	4 0
Eighth year of service.....	40-833	4 1
Ninth year of service.....	41-667	4 2
Tenth year of service.....	42-500	4 3
Eleventh year of service and thereafter.....	45-833	4 7

	Per Day.	
	Cents.	s. d.
Single Learner Drivers or Conductors.....	100-000	10 0
Married Learner Drivers or Conductors.....	150-000	15 0

	Per Hour.	
	Cents.	s. d.
(b) Signwriter.....	38-333	3 10

(c) Brush Hand, Grade I.		
First three years in the grade.....	24-167	2 5
Fourth year in the grade.....	25-000	2 6
Fifth year in the grade and thereafter.....	25-833	2 7

(d) Brush Hand, Grade II.		
First year in the grade.....	17-500	1 9
Second year in the grade.....	19-167	1 11
Third year in the grade.....	20-000	2 0
Fourth year in the grade.....	20-833	2 1
Fifth year in the grade and thereafter.....	21-667	2 2

(e) Shed Employees, Grade A.		
First year in the grade.....	17-500	1 9
Second year in the grade.....	19-167	1 11
Third year in the grade.....	20-000	2 0
Fourth year in the grade.....	20-833	2 1
Fifth year in the grade and thereafter.....	21-667	2 2

(f) Shed Employees, Grade B.		
First year in the grade.....	15-833	1 7
Second year in the grade.....	17-500	1 9
Third year in the grade.....	18-333	1 10
Fourth year in the grade.....	19-167	1 11
Fifth year in the grade and thereafter.....	20-000	2 0

(g) Shed Employees, Grade C.		
First year in the grade.....	11-667	1 2
Second year in the grade.....	13-333	1 4
Third year in the grade.....	14-167	1 5
Fourth year in the grade.....	15-833	1 7
Fifth year in the grade and thereafter.....	16-667	1 8

(h) Duty Bus Driver.....	26-667	2 8
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(2) Alle werknemers vir wie lone in klousules 2 (1) (b) tot en met 2 (1) (h) voorgeskryf word, en wat 11 jaar by dieselfde werkgewer in diens was, moet 1·667 sent (2d.) per uur ekstra betaal word; daardie werknemers wat 15 jaar by dieselfde werkgewer in diens was, moet 2·500 sent (3d.) per uur ekstra betaal word; en daardie werknemers wat twintig jaar by dieselfde werkgewer in diens was, moet 3·333 sent (4d.) per uur meer betaal word.

(3) *Lewenskostetoelae*.—(a) Benewens die lone aan bestuurders, kondukteurs en loodswerknemers, moet die volgende lewenskostetoelae elke week betaal word vir elke voltooide week waarin daar 44 uur gewerk is, of op 'n *pro rata*-uurbasis vir enige deel van 'n week wat daar gewerk is:—

(i) *Bestuurders en kondukteurs*.—'n Bestuurder of kondukteur moet 'n lewenskostetoelae van R10.06·667 (£5. 0s. 8d.) ontvang.

(ii) *Loodswerknemers*.—In die geval van 'n loodswerknemer wie se basiese loon 'n bedrag van—

(A) hoogstens R6.00 (£3) per week is: 'n toelae van R6.69·167 (£3. 6s. 11d.);

(B) meer as R6.00 (£3) is maar hoogstens R7.00 (£3. 10s.) per week: 'n Toelae van R7.73·333 (£3. 17s. 4d.);

(C) meer as R7.00 (£3. 10s.) is maar hoogstens R8.00 (£4) per week: 'n Toelae van R8.77·500 (£4. 7s. 9d.);

(D) meer as R8.00 (£4) is maar hoogstens R9.00 (£4. 10s.) per week: 'n Toelae van R9.81·667 (£4. 18s. 2d.);

(E) meer as R9.00 (£4. 10s.) is maar hoogstens R9.80 (£4. 18s.) per week: 'n Toelae van R10.85·833 (£5. 8s. 7d.);

(F) R9.80·833 (£4. 18s. 1d.) per week of meer: 'n Toelae van R11.90 (£5. 19s.).

(b) Die toelae wat in paragraaf (a) van subklousule (3) voorgeskryf word, moet op die beswaarde gemiddelde verbruiksprijsindeksyfer vir die nege vernameste stedelike gebiede gegrond wees, soos dit van tyd tot tyd deur die Direkteur van Sensus en Statistiek, Pretoria, gepubliseer word, en moet verhoog of verlaag word deur die bedrae hieronder gemeld, vir elke voltooide 0·452 van 'n punt verandering van die indeksyfer bokant of onderkant 101·76:—

(i) *Bestuurders en kondukteurs*.—10 sent (1s.).

(ii) *Loodswerknemers*:

(A) 'n Loodswerknemer wie se basiese loon hoogstens R6.00 (£3) per week is 5·833 sent (7d.).

(B) 'n Loodswerknemer wie se basiese loon meer as R6.00 (£3), maar hoogstens R7.00 (£3. 10s.) per week is 6·667 sent (8d.).

(C) 'n Loodswerknemer wie se basiese loon meer as R7.00 (£3. 10s.), maar hoogstens R8.00 (£4) per week is 7·500 sent (9d.).

(D) 'n Loodswerknemer wie se basiese loon meer as R8.00 (£4), maar hoogstens R9.00 (£4. 10s.) per week is 8·333 sent (10d.).

(E) 'n Loodswerknemer wie se basiese loon meer as R9.00 (£4. 10s.), maar hoogstens R9.80 (£4. 18s.) per week is 9·167 sent (11d.).

(F) 'n Loodswerknemer wie se basiese loon R9.80·833 (£4. 18s. 1d.) per week of meer is 10 sent (1s.).

Enige aanpassing in die syfer van die lewenskostetoelae wat die gevolg is van 'n verandering in die verbruiksprijsindeksyfer, tree in werking op die eersvolgende Maandag na die publikasie van sodanige verandering en die uitbetalings dienoreenkomstig moet geskied op die tweede Vrydag wat op sodanige Maandag volg.

(c) Die toelae wat, ooreenkomstig hierdie subklousule, aan die werknemers verskuldig is, word geag die toelae in te sluit wat aan hulle betaalbaar is ingevolge Oorlogsmaatreeël No. 43 van 1942, soos gewysig of soos dit van tyd tot tyd gewysig mag word; Met dien verstande dat ingevalle waar die toelae wat verskuldig is ooreenkomstig hierdie subklousule, minder is as die toelae wat ingevolge genoemde Oorlogsmaatreeël betaalbaar is, laasgenoemde toelae aan die werknemers betaal moet word.

(4) Behoudens die bepalinge van paragraaf (b) van subklousule (3) moet niks in hierdie Ooreenkoms tot gevolg hê dat dit die besoldiging verminder nie wat 'n werknemer op die inwerkingtreddingsdatum van hierdie Ooreenkoms ontvang het.

(5) (a) Besoldiging moet op Vrydae betaal word ten opsigte van die vorige werkweek wat van Maandag tot Sondag moet strek, of by diensbeëindiging, indien dit voor die gewone betaal-dag plaasvind.

(b) Alle werkgewers moet die adres van die kantoor waar besoldiging uitbetaal moet word, by die Raad registreer en moet die Raad van enige adresverandering in kennis stel.

(6) Besoldiging wat ooreenkomstig hierdie Ooreenkoms betaal word, moet van 'n staat vergesel gaan wat die volgende aantoon:—

(a) Die werkgewer se naam;

(b) die werknemer se naam;

(c) die getal ure gewerk, met inbegrip van oortyd;

(d) besonderhede van bedrae van die werknemer se verdienste afgetrek;

(e) die werklike bedrag aan die werknemer betaal; en

(f) die datum waarop die betaling geskied;

en dié staat word die eiendom van die werknemer.

(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 (2d.) per hour; those employees who have completed 15 years of service with the same employer shall be paid an extra 2·500 cents (3d.) per hour; and those employees who have completed twenty years of service with the same employer shall be paid an extra 3·333 cents (4d.) per hour.

(3) *Cost of Living Allowances*.—(a) In addition to the wages paid to drivers, conductors and shed employees, the following cost of living allowances shall be paid each week for each completed week's work of 44 hours or on a *pro rata* hourly basis for any portion of a week worked:—

(i) *Drivers and Conductors*.—A driver or conductor shall receive a cost of living allowance of R10.06·667 (£5. 0s. 8d.).

(ii) *Shed Employees*.—In the case of a shed employee whose basic wage is an amount—

(A) not exceeding R6.00 (£3) per week: An allowance of R6.69·167 (£3. 6s. 11d.);

(B) exceeding R6.00 (£3) but not exceeding R7.00 (£3. 10s.) per week: An allowance of R7.73·333 (£3. 17s. 4d.);

(C) exceeding R7.00 (£3. 10s.) but not exceeding R8.00 (£4) per week: An allowance of R8.77·500 (£4. 7s. 9d.);

(D) exceeding R8.00 (£4) but not exceeding R9.00 (£4. 10s.) per week: An allowance of R9.81·667 (£4. 18s. 2d.);

(E) exceeding R9.00 (£4. 10s.) but not exceeding R9.80 (£4. 18s.) per week: An allowance of R10.85·833 (£5. 8s. 7d.);

(F) R9.80·833 (£4. 18s. 1d.) per week or more: An allowance of R11.90 (£5. 19s.).

(b) The allowance prescribed in paragraph (a) of sub-clause (3) shall be based upon the weighted average consumer price index number of the nine principal urban areas as published from time to time by the Director of Census and Statistics, Pretoria, and shall be increased or decreased by the amounts shown below for each completed 0·452 of a point variation of the index above or below 101·76:—

(i) *Drivers and Conductors*: 10 cents (1s.).

(ii) *Shed Employees*:

(A) A shed employee whose basic wage does not exceed R6·00 (£3) per week: 5·833 cents (7d.).

(B) A shed employee whose basic wage exceeds R6·00 (£3) does not exceed R7·00 (£3. 10s.) per week: 6·667 cents (8d.).

(C) A shed employee whose basic wage exceeds R7·00 (£3. 10s.) but does not exceed R8·00 (£4) per week: 7·500 cents (9d.).

(D) A shed employee whose basic wage exceeds R8·00 (£4) but does not exceed R9·00 (£4. 10s.) per week: 8·333 cents (10d.).

(E) A shed employee whose basic wage exceeds R9·00 (£4. 10s.) but does not exceed R9·80 (£4. 18s.) per week: 9·167 cents (11d.).

(F) A shed employee whose basic wage is R9·80·833 (£4. 18s. 1d.) per week or more: 10 cents (1s.).

Any adjustment in the rate of cost of living allowance consequent upon a variation of the consumer price index figure shall come into effect on the first Monday following upon the publication of such variation and shall be paid on the second Friday following upon such Monday.

(c) The allowances due to employees in terms of this sub-clause shall be deemed to include the allowances payable to them in terms of War Measure No. 43 of 1942, as amended, or as may be amended from time to time; provided that in cases where the allowances due in terms of this sub-clause are less than the allowances payable in terms of the said War Measure, the latter allowance shall be paid to employees.

(4) Subject to the provisions of paragraph (b) of sub-clause (3) 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) 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.

(6) 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 employee's earnings

(e) the actual amount paid to the employee; and

(f) the date on which payment is made;

and such statement shall become the property of the employee.

(7) 'n Werkgewer mag sy werknemer geen boetes opleë en ook geen bedrae 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-, spaar-, voorsorgs- of pensioenfonds.
- (b) behalwe waar anders in hierdie Ooreenkoms bepaal, wanneer 'n werknemer van die werk afwesig is om enige rede uitgesonderd op las of op versoek van sy werkgewer, 'n bedrag wat in verhouding staan tot die tydperk van sy afwesigheid en bereken op die 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 ledegeld aan 'n vakvereniging kragtens Klousule 15 van hierdie deel.
- (d) enige bedrag wat 'n werkgewer ooreenkomstig 'n wet of bevel van 'n bevoegde hof mag of moet aftrek;
- (e) enige ander bedrag waarvoor die Vereniging, die werknemer en die werkgewer onderling skriftelik mag ooreenkom.

(8) 'n Werkgewer wat op enige dag van 'n lid van een klas van sy werknemers vereis of hom toelaat om, hetsy bo en behalwe sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor daar—

- (a) 'n hoër loon as dié van sy eie klas; of
- (b) 'n loon op 'n stygende skaal wat eindig 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 in paragraaf (a) gemeld, minstens die dagloon bereken teen die hoër loonskaal, en
- (ii) in die geval in paragraaf (b) gemeld, minstens die dagloon bereken teen die kerf op die stygende loonskaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het.

(9) Alle werknemers moet vier-en-veertig werkure binne ses dae of betaling in plaas daarvan gewaarborg word.

3. WERKURE.

(1) (a) Behoudens die bepalings van klousule 5 (1) van dié deel van hierdie Ooreenkoms, mag die gewone werkure van 'n werknemer in 'n bepaalde week hoogstens 44 wees, behalwe waar 'n werknemer ooreenkomstig 'n diensrooster werk wat voorsiening maak vir die omruil van skofte oor 'n tydperk wat oor twee of meer weke strek. Waar die werknemer werk ooreenkomstig die ure op sodanige diensrooster aangegee, moet die getal ure waarvoor sodanige werknemer elke week betaal moet word, bereken word deur die totale getal ure wat ooreenkomstig sodanige diensrooster gewerk moet word, te deel deur die getal weke wat daardeur gedek word; met dien verstande—

- (i) dat, indien die resulterende kwosient minder as 44 uur is, daar vir betalingsdoeleindes geag moet word dat die werknemer 44 uur in elke week gewerk het; en
- (ii) dat indien die resulterende kwosient meer as 44 uur is, die werknemer vir die ekstra ure teen die skaal van een en 'n half maal sy uurloon betaal moet word.

(b) Behoudens die bepalings van Klousule 5 (1) en (2) van dié deel van hierdie Ooreenkoms mag geen werkgewer van sy werknemer vereis om langer as die volgende te werk nie:—

- (i) Agt uur per dag van Sondag tot en met Donderdag, en 8½ uur per dag van Vrydag tot en met Saterdag;
- (ii) ses dae in 'n bepaalde werkswaek.

Vir tye wat daar langer gewerk word as die gewone werkure wat in hierdie klousule voorgeskryf word, moet betaling geskied teen die skale wat in klousule 4 (1) van hierdie Ooreenkoms bepaal word.

(c) Van geen bestuurder of kondukteur mag vereis word om vir 'n tydperk van langer as vyf uur deurlopend te werk sonder 'n pouse van minstens 24 minute nie.

(d) Bestuurders en kondukteurs moet die volgende tye toegelaat word vir die doeleindes wat aangedui word:—

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 moet toegestaan word vir vertrek van en aankoms by Markplein nie.

Kondukteurs.

Twintig minute per dag moet by 'n kondukteur se werkure bygevoeg word as tyd toegestaan vir inbetaling en verkryging en die nagaan van uitrusting, en dié tyd moet nie by 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 dié 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 staan aan drie maal sy uurloon, afgesien van die tyd wat deur elke daaglikse bywoning in beslag geneem word.

(3) Elke werkgewer moet 'n diensrooster soos dit in hierdie Ooreenkoms omskryf is, op 'n maklik toeganklike plek vertoon ter insae van bestuurders, kondukteurs, loodswerknemers en die Raad se agent.

(7) 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 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 required or permitted to make under any law or by order of any competent court.
- (e) Any other deduction that may be mutually agreed upon in writing between the Union, the employee and the employer.

(8) 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 sub-clause (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.

(9) Forty-four hours of work within six 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 one week except where an employee works in accordance with a duty schedule, which provides for the rotation of shifts over a period covering two 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 one and one-half 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 eight hours per day on Sundays to Thursdays and more than 8½ hours per day on Fridays and Saturdays;
- (ii) on more than six days in any one 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 five 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 twenty 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 three hours' pay irrespective of the time involved in each daily attendance.

(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. 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 betaling geskied teen een en 'n half maal sy uurloon vir die tyd wat aldus gewerk is; met dien verstande dat wanneer oortyd wat op 'n daaglikse grondslag bereken word ten opsigte van 'n week verskil van oortyd op 'n weeklikse grondslag bereken, die hoër grondslag aanvaar moet word.

(2) Indien daar van 'n werknemer vereis sou 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 sewe uur en twintig minute waarvoor daar betaal word ten opsigte van bestuurders en kondukteurs en betaling vir 'n volledige skof vir daardie dag van die week ten opsigte van loodswerknemers.

5. WERKDAGBESTEK.

(1) Die diensrooster vir bestuurders en kondukteurs moet so opgestel word dat dit voorsiening maak vir 45 persent van die skofte daarop met 'n werkdagbestek van hoogstens 8½ uur per dag en die oorblywende 55 persent van die skofte met 'n werkdagbestek van hoogstens 12 uur per dag; met dien verstande dat 'n werkgewer by die opstel van 'n diensrooster, die ure hierbo genoem te bowe mag gaan, behoudens die voorwaarde dat alle ure wat 'n werknemer meer gewerk het as die ure wat in hierdie subklousule voorgeskryf word, voor betaal moet word teen die oortydskale wat in klousule 4 (1) van hierdie deel van hierdie Ooreenkoms voorgeskryf word.

(2) Die werkgewer mag enige werknemer aansê om te eniger tyd te begin werk na gelang van die vereistes van spesiale dienste en openbare behoeftes; met dien verstande egter dat die betrokke werknemer redelike kennisgewing daarvan ontvang.

6. BETALING VIR OPENBARE VAKANSIEDAE EN JAARLIKSE VERLOF.

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

(a) Vir elk van die eerste 10 jaar diens: 18 werkdade.

(b) Vir elke jaar vanaf die 11de tot die 20ste jaar diens: 24 werkdade.

(c) Van die 21ste jaar en daarna:—

(i) In die geval van bestuurders en kondukteurs: 30 werkdade.

(ii) In die geval van alle ander werknemers: 24 werkdade.

(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 ten opsigte van sewe uur en twintig minute teen sy uurloon betaal word. 'n Werknemer wat op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag, Republiekdag of Paasmaandag werk, moet vir die tyd wat hy op enige sodanige dag werk, minstens dubbel sy uurloon betaal word met sewe uur en twintig minute as die minimum waarvoor daar betaal word.

(3) Die werkgewer stel die tyd vas wanneer 'n werknemer sy jaarlikse verlof moet neem, maar as hy nie die tydperk van verlof reeds op 'n vroeër datum aan die werknemer toegestaan het nie, moet sodanige verlof toegestaan word dat dit binne drie maande na afloop van elke twaalf maande diens 'n aanvang neem. Ingeval die werknemer se diens na die voltooiing van twaalf maande diens beëindig word, maar voordat sy verlof aan hom toegestaan is ooreenkomstig die bepalinge van hierdie klousule, moet hy in plaas daarvan betaal word.

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

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

(6) Elke werknemer wat op die eerste dag van Desember in enige jaar in sy werkgewer se diens staan, moet 'n bedrag betaal word wat gelykstaan aan 3 persent van sy besoldiging vir sy diens tydperk wat binne die twaalf kalendermaande val wat die eerste dag van Desember onmiddellik voorafgaan.

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

(8) Enige werknemer wie se dienskontrak voor die 1ste Desember van enige jaar eindig, moet 'n bedrag betaal word wat gelykstaan aan 3 persent van sy besoldiging wat hy sedert die eerste Desember van die voorafgaande jaar ontvang het; met dien verstande dat 'n werknemer wat voor sodanige beëindiging minder as ses maande deurlopend by dieselfde werkgewer in diens was, nie op sodanige betaling geregtig is nie.

(9) Die tydperk van verlof mag nie met siekteverlof, of, tensy die werknemer aldus versoek en die werkgewer skriftelik daarmee instem, met enige tydperk van militêre opleiding saamval nie.

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 one-half 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 seven hours and twenty 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 8½ 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 sub-clause 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 the 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 seven hours and twenty 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 seven hours and twenty 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 three months after the termination of each twelve months' service. In the event of the employee's service being terminated after the completion of twelve 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 sub-Clause (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 sub-clause (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 for the period of his service within the period of twelve calendar months immediately preceding the first day of December.

(7) Payment of the amount due in terms of sub-clause (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 in any year shall be paid an amount equal to 3 per cent of his remuneration received since the 1st December, in the preceding year; provided that an employee who has had less than six 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 sick leave nor, unless the employee so requests and the employer agrees in writing, with any period of military training.

(10) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk te omvat ten opsigte waarvan 'n werkgewer 'n werknemer betaal in plaas daarvan om hom kennis te gee, en ook enige tydperk of tydperke wat 'n werknemer afwesig is:—

- (a) met verlof ooreenkomstig hierdie klousule;
- (b) op las of op versoek van sy werkgewer;
- (c) om militêre opleiding te ondergaan.

7. UNIFORMS EN UITRUSTING.

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

- (a) Een uniform binne dertig dae nadat hy by die werkgewer in diens getree het;
- (b) een uniform vier maande nadat hy by die werkgewer in diens getree het;
- (c) een uniform twaalf maande na die een wat ingevolge paragraaf (b) uitgereik is;
- (d) nog 'n uniform elke nege maande daarna.

(2) Een weerjas moet elke drie jaar aan bestuurders en kondukteurs uitgereik word.

(3) Binne die eerste week in November van elke jaar moet drie kakiehemde elkeen met twee los boordjies, en een swart das aan bestuurders en kondukteurs uitgereik word.

(4) Elke drie jaar moet een leergordel aan bestuurders en kondukteurs uitgereik word.

(5) Aan elke loodswerknemer wat 'n loon van minstens 21 sent (2s. 1d.) per uur ontvang, moet elke jaar twee oorpakke uitgereik word; met dien verstande dat—

- (a) aan loodswerknemers wat met batterye werk bo en behalwe die twee oorpakke, leer- of rubbervoorskote uitgereik moet word, wat vervang moet word in geval van agteruitgang wat toe te skrywe is aan billike slytasie;
- (b) aan loodswerknemers wat as skoonmakers in diens is, bo en behalwe die twee oorpakke wellingtons of kaparrangs uitgereik moet word, wat vervang moet word ingeval van billike slytasie; en
- (c) aan loodswerknemers wat werksaamhede as arbeiders verrig, kaparrangs uitgereik moet word, wat vervang moet word ingeval van billike slytasie;

(6) 'n Werkgewer moet oorjasse of waterdigte mantels aan loodswerknemers verskaf wanneer genoemde werknemers aan slegte weer blootgestel word.

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

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

(9) 'n Toelae van 10c (1s.) per werkdag moet aan 'n werknemer betaal word aan wie nie binne 30 dae na die datum van sy indiensneming 'n uniform uitgereik word nie.

8. LIDMAATSKAP VAN DIE VAKVERENIGING.

(1) 'n Werkgewer mag nie 'n werknemer, uitgesonderd 'n leerlingbestuurder of -kondukteur, wat nie lid is van die Vakvereniging, in diens neem nie; met dien verstande dat hierdie klousule nie van toepassing is nie—

- (a) op 'n werknemer wat lid is van die Amalgamated Engineering Union of die Amalgamated Society of Woodworkers, of 'n ander vakvereniging waaraan die Raad sy goedkeuring mag heg;
- (b) op 'n werknemer wat in 'n administratiewe, klerklike of opsienshoedanigheid diens doen;
- (c) Behoudens die bepalinge van artikel een-en-veertig (10) van die Wet, as lidmaatskap van die Vereniging na die mening van die Raad sonder grondige of afdoende rede geweier is, en die aansoeker om lidmaatskap van die Vereniging die Raad binne 30 dae na sodanige weiering daarvan in kennis gestel het;
- (d) op die indiensneming van enige werknemer wat, na die Minister se mening, grondige rede het om beswaar te maak daarteen om 'n lid van die betrokke Vereniging te word of te bly.

(2) Die bepalinge van hierdie klousule is nie van toepassing ten opsigte van enige immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Republiek van Suid-Afrika nie, met dien verstande dat die bepalinge van hierdie klousule onmiddellik in werking tree indien 'n immigrant te eniger tyd na die eerste drie maande van die begin van sy diens in die Bedryf enige uitnodiging van die betrokke Vakvereniging om lid daarvan te word, geweier het.

9. DIENSBEEÏNDIGING.

(1) Om die dienskontrak te beëindig, moet 'n werkgewer of 'n werknemer, behoudens die bepalinge van subklousule (2) van hierdie klousule, minstens een week vanaf die gewone betaaldag kennis daarvan gee; met dien verstande dat dit nie inbreuk sal maak nie op die reg van die werkgewer of werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig; voorts met dien verstande dat die kennisgewingstydperk nie mag saamval nie met, of kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof wat toegestaan is kragtens klousule 6, of enige tydperk van militêre opleiding, of enige tydperk van siekteverlof van hoogstens 14 dae in enige diensjaar.

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

(10) For the purpose of this clause the expression "Employment" shall be deemed to include any period in respect of which an employer pays an employee in lieu of notice and also any period or periods during which an employee is absent—

- (a) on leave in terms of this clause;
- (b) on the instructions or at the request of his employer;
- (c) for the purpose of undergoing military training.

7. UNIFORMS AND EQUIPMENT.

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

- (a) One uniform within thirty days of entering into the service of the employer;
- (b) one uniform four months after entering into the service of the employer;
- (c) one uniform twelve months after the one issued in terms of paragraph (b);
- (d) a further uniform every nine months thereafter.

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

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

(4) Drivers and conductors shall be issued with one leather belt every three years.

(5) Every shed employee receiving a wage of not less than 21 cents (2s. 1d.) per hour shall be issued with two overalls each year; provided that—

- (a) shed employees attending to batteries shall in addition to the two 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 two 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 (1s.) 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, other than a learner driver or conductor, who is not a member of the trade union; provided that this clause shall not apply—

- (a) to an employee who is a member of the Amalgamated Engineering Union or the Amalgamated Society of Woodworkers or such other trade union as the Council may approve;
- (b) to an employee who is engaged in an administrative, clerical or supervisory capacity;
- (c) save as is provided in section fifty-one (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;
- (d) 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 three months of commencement of this 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 sub-clause (2) of this clause not less than one 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 sub-clause (1), the contract of service may, during the first two weeks of employment, be terminated by either the employer or the employee without notice.

10. UITGAWES VAN DIE RAAD.

(1) Om die uitgawes van die Raad te bestry, moet 'n werkgewer vier sent per week aftrek van die lone (uitgesonderd enige toelaes) van elk van sy werknemers wat R4.00 per week of meer ontvang, en twee sent per week van elk van sy werknemers wat minder as R4.00 ontvang, en die werkgewer moet by die bedrag wat aldus afgetrek word, 'n gelyke bedrag byvoeg.

(2) Alle bedrae wat ooreenkomstig die bepalinge van subklousule (1) van hierdie klousule ingesamel is, moet saam met 'n staat wat die getal werknemers in diens aandui, voor of op die 15de dag van elke maand wat volg op die maand ten opsigte waarvan die insameling gedoen is, aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, versend word.

11. AGENTE.

Die Raad moet een of meer persone as agente aanstel om met die administrasie van hierdie Ooreenkoms te help. 'n Agent mag enige bedryfsinrigting binnetree en 'n werkgewer of werknemer ondervra, en die register van lone wat betaal is en betalings wat vir gewone en oortydwerk geskied het, nagaan met die doel om seker te maak of die bepalinge van hierdie Ooreenkoms nagekóm word.

12. ADMINISTRASIE VAN OOREENKOMS.

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

13. VRYSTELLINGS.

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

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

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

14. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

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

15. VAKVERENIGINGLEDEGELDE.

Op die skriftelike versoek van 'n werknemer moet 'n werkgewer die bedrag vir die werknemer se Vakverenigingledegeld van die loon van daardie werknemer aftrek en dit aan die amptenaar wat deur die Vakvereniging aangestel is om dit te ontvang, besorg.

16. VERTONING VAN OOREENKOMS.

Alle werkgewers moet 'n leesbare kopie van hierdie deel van die Ooreenkoms in albei amptelike tale vertoon op 'n plek wat vir alle werknemers op wie hierdie deel van toepassing is, maklik toeganklik is, en in die vorm wat in die Regulasies kragtens die Wet voorgeskryf word.

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

Ondanks andersluidende bepalinge in hierdie Ooreenkoms vervat, is die bepalinge oor werke, oortyd en verlof soos vervat in artikels *negentien, twintig en een-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, van toepassing op werknemers wat werksaam is in of in verband met 'n fabriek soos omskryf in genoemde Wet vir, sover die bepalinge van die Ooreenkoms minder gunstig is.

DEEL III.

1. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie deel van die Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet, enige vermelding van 'n Wet of Ordannansie sluit enige wysiging van sodanige Wet of Ordannansie in, en tensy die teenoorgestelde bedoeling blyk, word met woorde wat die manlike geslag aandui, ook vroue bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

“Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig;
“Raad” die Nywerheidsraad vir die Padpassasiersvervoerbedryf (Port Elizabeth), geregistreer ingevolge artikel twee van die Nijverheid Verzoenings Wet, 1924, en wat geag word ingevolge die Wet geregistreer te wees.
“kondukteur” 'n werknemer wat reisgeld op motorvoertuie invorder, en wat verantwoordelik is vir die veiligheid van passasiers en die behoorlike op tyd loop van die voertuie;
“diensrooster” 'n rooster wat die werk wat die werknemers elke week moet doen, in besonderhede vermeld;
“bestuurder” 'n werknemer wat voertuie bestuur wat in die passasiersdiens gebruik word;
“diensbusbestuurder” 'n loodswerknemer wat werknemers na en van hulle werk vervoer;
“grondkondukteur” 'n werknemer wat voornemende passasiers in 'n tou orden en wat die reisgeld van sodanige passasiers invorder voordat hulle in voertuie inklim.
“leerlingbestuurder of -kondukteur” 'n werknemer wat opleiding as 'n bestuurder of 'n kondukteur ondergaan;

10. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, an employer shall deduct four cents per week from the wages (exclusive of any allowances) of each of his employees receiving R4.00 per week or more, and two cents per week from each of his employees receiving less than R4.00 and to the amount so deducted, the employer shall add an equal amount.

(2) All amounts collected in accordance with the provisions of sub-clause (1) of this clause, together with a statement showing the number of employees employed shall be forwarded to the Secretary of the Council, P.O. Box 3051, 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.

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.

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.

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.

I. 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, as amended;

“Council” means the Industrial Council for the Road Passenger Transport Industry (Port Elizabeth), registered in terms of section two 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 men 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;

“learner driver or conductor” means an employee undergoing training as a driver or conductor;

"New Brighton-lokasie" die gebied wat in Goewermentskennisgewing No. 2246 van 11 November 1955 omskryf is, met inbegrip van Kwazikele en enige uitbreidings van genoemde gebied en enige aangrensende of aanliggende gebied wat as 'n Naturellelokasie, Naturelledorp of Naturellestad afgesonderd word.

"Padpassasiersvervoerbedryf" of "Bedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is 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 agt persone, bo en behalwe die bestuurder van sodanige voertuig;

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

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

"loodswerknemer graad A" 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:—

Verkoelers herstel; remme versool; buite- en binnebande van wielvellingen verwyder of aansit; toe waens bestuur; voertuie vir diens ranger en omruil; en omvat assistente van werktuigkundiges, mouteurs en elektrisiëns asook skoonmaak- onderbase en pakhuisassistentie;

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

Met batterye werk, poleermasjiene bedien; voertuie van brandstof voorsien; smeer; bande oppomp; wiele omruil; die ghries met stoom verwyder en omvat leerbeksers (bekleedsel) asook assistente van sweisers, timmermans en duikkloppers;

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

2. LONE.

(1) Geen werkgewer mag lone betaal, en geen werknemer lone aanvaar wat laer as die volgende is nie:—

	Per uur.		
	Sent.	s.	d.
(a) Bestuurders en kondukteurs.			
Eerste ses maande diens.....	23	2	3-6
Tweede ses maande diens.....	24	2	4-8
Tweede jaar diens.....	25	2	6
Derde jaar diens.....	25	2	6
Vierde jaar diens.....	26	2	7-2
Vyfde jaar diens.....	26	2	7-2
Sesde jaar diens.....	27	2	8-4
Sewende jaar diens.....	27	2	8-4
Agste jaar diens.....	28	2	9-6
Negende jaar diens.....	28	2	9-6
Tiende jaar diens.....	28	2	9-6
Elfde jaar diens.....	29	2	10-8
Twaalfde jaar diens.....	29	2	10-8

	Per dag.		
	R	s.	d.
(b) Ongetroude leerlingbestuurders en -kondukteurs			
Getroude (hetsy volgens Naturelereg en -gebruik of andersins) leerlingbestuurders en -kondukteurs	1.00	10	0
(c) Loodswerknemers, graad A.			
Eerste jaar in die graad.....	20	2	0
Tweede jaar in die graad.....	21	2	1-2
Derde jaar in die graad.....	22	2	2-4
Vierde jaar in die graad en daarna.....	24	2	4-8
Loodswerknemers, graad B.			
Eerste jaar in die graad.....	18	1	9-6
Tweede jaar in die graad.....	19	1	10-8
Derde jaar in die graad.....	20	2	0
Vierde jaar in die graad en daarna.....	21	2	1-2
Loodswerknemers, graad C.			
Eerste jaar in die graad.....	15	1	6
Tweede jaar in die graad.....	16	1	7-2
Derde jaar in die graad.....	17	1	8-4
Vierde jaar in die graad en daarna.....	19	1	10-8
(d) Diensbusbestuurder.....			
	24	2	4-8

	Per uur.		
	Sent.	s.	d.
(a) Bestuurders en kondukteurs.			
Eerste ses maande diens.....	23	2	3-6
Tweede ses maande diens.....	24	2	4-8
Tweede jaar diens.....	25	2	6
Derde jaar diens.....	25	2	6
Vierde jaar diens.....	26	2	7-2
Vyfde jaar diens.....	26	2	7-2
Sesde jaar diens.....	27	2	8-4
Sewende jaar diens.....	27	2	8-4
Agste jaar diens.....	28	2	9-6
Negende jaar diens.....	28	2	9-6
Tiende jaar diens.....	28	2	9-6
Elfde jaar diens.....	29	2	10-8
Twaalfde jaar diens.....	29	2	10-8

(2) Toelae vir bestuurders van "Busse wat deur een man bedien word" en "Grondkondukteurs".—Alle werkgewers moet, bo en behalwe die lone wat in subklousule (1) voorgeskryf word, aan elke grondkondukteur en aan elke bestuurder van 'n bus wat deur een man bedien word, 'n toelae van minstens R1.00 (10s.) per week of 17c (1s. 8d.) per dag of deel van 'n dag betaal, wanneer sodanige werknemers werklik dié pligte uitvoer.

"New Brighton Location" means the area defined in Government Notice No. 2246 dated 11th November, 1955, including Kwazikele and any extensions of the said area and any adjacent or contiguous area which may be set aside as a native location, native village, or native 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 eight 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;

"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 one 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.	s.	d.
(a) Drivers and Conductors.			
First six months of service.....	23	2	3-6
Second six months of service.....	24	2	4-8
Second year of service.....	25	2	6
Third year of service.....	25	2	6
Fourth year of service.....	26	2	7-2
Fifth year of service.....	26	2	7-2
Sixth year of service.....	27	2	8-4
Seventh year of service.....	27	2	8-4
Eighth year of service.....	28	2	9-6
Ninth year of service.....	28	2	9-6
Tenth year of service.....	28	2	9-6
Eleventh year of service.....	29	2	10-8
Twelfth year of service.....	29	2	10-8

	Per Day.		
	R	s.	d.
(b) Single Learner Drivers and Conductors.....			
Married (whether by Native Law and custom or otherwise) Learner Drivers and Conductors	1.00	10	0
	1.50	15	0

	Per Hour.		
	Cents.	s.	d.
(c) Shed Employees, Grade A.			
First year in the grade.....	20	2	0
Second year in the grade.....	21	2	1-2
Third year in the grade.....	22	2	2-4
Fourth year in the grade and thereafter.....	24	2	4-8
Shed Employees, Grade B.			
First year in the grade.....	18	1	9-6
Second year in the grade.....	19	1	10-8
Third year in the grade.....	20	2	0
Fourth year in the grade and thereafter.....	21	2	1-2
Shed Employees, Grade C.			
First year in the grade.....	15	1	6
Second year in the grade.....	16	1	7-2
Third year in the grade.....	17	1	8-4
Fourth year in the grade and thereafter.....	19	1	10-8
(d) Duty Bus Driver.....			
	24	2	4-8

(2) Allowance for Drivers of "One Man Operated Buses" and "Ground Conductors".—Every employer shall, in addition to the wages prescribed in sub-clause (1), pay to each ground conductor and to each driver of a one-man operated bus an allowance of not less than R1.00 (10s.) per week or 17c (1s. 8d.) per day or part of a day when such employees actually perform such duties.

(3) *Lewenskosteioelae*.—Benewens enige ander besoldiging waarop die werknemer geregtig is, moet elke werkgewer aan elkeen van sy werknemers 'n lewenskosteioelae betaal ooreenkomstig die bepalings van Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig.

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

(b) Alle werkgewers moet die adres van die kantoor waar besoldiging uitbetaal moet word, by die Raad registreer, en moet die Raad van enige adresverandering in kennis stel.

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

- (a) Die werkgewer se naam;
- (b) die werknemer se naam;
- (c) die getal ure gewerk, met inbegrip van oortyd;
- (d) besonderhede van bedrae wat van die werknemer se verdienste afgetrek is;
- (e) die werklike bedrag wat aan die werknemer betaal is;
- (f) die datum waarop die betaling geskied;

en sodanige staat word die eiendom van die werknemer.

(6) 'n Werkgewer mag sy werknemer geen boetes ople nie, en hy mag ook geen bedrae van sy werknemer se besoldiging aftrek nie; met dien verstande dat hy die volgende kan aftrek:—

- (a) Bydraes aan die Raad se fonds, en siekte- en pensioenfondsbydraes;
- (b) behoudens waar daar anders in hierdie Ooreenkoms bepaal word, wanneer 'n werknemer van sy werk afwesig is om enige rede behalwe op las of op versoek van sy werkgewer, 'n aftrekking wat in verhouding staan tot die tydperk van sy afwesigheid en wat bereken is op die grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het;
- (c) enige ander bedrag waarvoor die werkgewer en die werknemer skriftelik mag ooreenkom, uitgesonderd bydraes aan 'n ongeregistreerde organisasie van werknemers van die aard van 'n vakvereniging.

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

(8) Vier-en-veertig werkure binne ses dae, of betaling in plaas daarvan moet aan alle werknemers gewaarborg word.

3. WERKURE.

(1) (a) Behoudens die bepalings van klousule 5 (1) van hierdie deel van die Ooreenkoms, mag die gewone werkure van 'n werknemer hoogstens 44 uur in 'n bepaalde week wees, behalwe waar 'n werknemer volgens 'n diensrooster werk wat voorsiening maak vir die omruil van skofte oor 'n tydperk wat oor twee of meer weke strek. Waar die werknemer ooreenkomstig die ure wat op sodanige diensrooster aangegee word, werk, moet die getal ure waarvoor sodanige werknemer ten opsigte van elke week betaal moet word, bereken word deur die totale getal ure wat ooreenkomstig sodanige diensrooster gewerk moet word, deur die getal weke daardeur gedeel, te deel; met dien verstande—

- (i) dat indien die resulterende kwosient minder as 44 uur is, daar geag word dat die werknemer, vir betalingsdoeleindes, 44 uur in elke week gewerk het; en
- (ii) dat indien die resulterende kwosient meer as 44 uur is, die werknemer vir die ekstra ure teen die skaal van een en 'n half maal sy uurloon betaal moet word.

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

- (i) vir langer as nege uur op 'n dag;
- (ii) vir meer as ses dae in 'n bepaalde werkweek te werk nie.

Vir tyd wat daar langer gewerk word as die gewone werkure wat in hierdie klousule voorgeskryf word, moet betaling geskied teen die loon wat in klousule 4 (1) van hierdie Ooreenkoms bepaal word.

(c) Daar mag nie van 'n bestuurder of kondukteur vereis word om vir 'n tydperk van langer as vyf uur deurlopend te werk sonder 'n pouse van minstens 20 minute nie.

(2) Daar mag nie van 'n werknemer wat 'n hofsitting moet bywoon om getuie 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 vry tyd moet bywoon, moet hy ten opsigte daarvan 'n bedrag betaal word wat gelykstaande is met die betaling vir drie uur, afgesien van die tyd wat deur elke daaglikse bywoning in beslag geneem word.

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

(3) *Cost of Living Allowance*.—Every employer shall pay to each of his employees in addition to any other remuneration to which the employee is entitled, a cost of living allowance in accordance with the provisions of War Measure No. 43 of 1942, as amended from time to time.

(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.

(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 employee's earnings;
- (e) the actual amount paid to the employee; and
- (f) the date on which payment is made;

and such statement shall become the property of the employee.

(6) 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) 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.

(7) Any employee who on any one day is required to perform two 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) Forty-four hours of work within six 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 one week except where an employee works in accordance with a duty schedule which provides for the rotation of shifts over a period covering two 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 one and one-half 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 nine hours on any day;
- (ii) on more than six days in any one 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 five 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, 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 thereof be paid an amount equal to three hours' pay irrespective of the time involved in each daily attendance.

(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. OORTYDLONE.

(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 betaling geskied teen een en 'n half maal sy uurloon vir die tyd wat aldus gewerk is; met dien verstande dat wanneer oortyd wat op 'n daaglikse grondslag bereken is, ten opsigte van enige week verskil van oortyd bereken op 'n weeklikse grondslag, die hoër grondslag aanvaar moet word.

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

5. WERKDAGBESTEK.

Die diensrooster vir bestuurders, kondukteurs en grondkondukteurs moet so opgestel word dat dit voorsiening maak vir skofte van hoogstens dertien (13) uur per dag op Maandag tot en met Vrydag, twaalf (12) uur op Saterdag en elf (11) uur op Sondag, met dien verstande dat die werkgewer die ure hierbo genoem te bowe mag gaan, behoudens die voorwaarde dat daar vir alle ure wat langer gewerk word as die ure wat in hierdie klousule voorgeskryf word, betaal moet word teen die oortydskaal wat in klousule 4 (1) van hierdie deel van die Ooreenkoms voorgeskryf word.

6. BETALING VIR OPENBARE VAKANSIEDAE EN JAARLIKSE VERLOF.

(1) Alle werknemers moet ten opsigte van elke voltooië jaar diens by dieselfde werkgewer, agtien (18) agtereenvolgende dae verlof met volle betaling toegestaan 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 sy uurloon betaal word vir sewe uur en twintig minute. 'n Werknemer wat op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag, Republiekdag of Paasmaandag werk, moet vir die tyd wat hy op enige sodanige dag werk, minstens dubbel sy uurloon betaal word met 'n minimum van sewe uur en twintig minute waarvoor daar betaal word.

(3) Die werkgewer stel die tyd vas wanneer 'n werknemer sy jaarlikse verlof moet neem, maar as hy nie die werknemer se verlof reeds op 'n vroër datum toegestaan het nie, moet sodanige verlof toegestaan word dat dit binne drie maande na afloop van elke twaalf maande diens begin. Ingeval die werknemer se diens beëindig word na die voltooiing van twaalf maande diens, maar voordat sy verlof aan hom toegestaan is ooreenkomstig die bepalings van hierdie klousule, moet hy in plaas daarvan betaal word.

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

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

(6) Elke werknemer wat op die eerste dag van Desember in enige jaar in sy werkgewer se diens staan, moet 'n bedrag betaal word wat gelykstaan aan 3 persent van sy besoldiging vir sy diens-tydperk wat binne die twaalf kalendermaande val wat die eerste dag van Desember onmiddellik voorafgaan.

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

(8) Enige werknemer wie se dienskontrak eindig voor 1 Desember in enige jaar, moet 'n bedrag betaal word wat gelykstaan aan 3 persent van sy besoldiging wat hy sedert 1 Desember van die voorafgaande jaar ontvang het; met dien verstande dat 'n werknemer wat voor sodanige beëindiging minder as ses maande deurlopend by dieselfde werkgewer in diens was; nie op sodanige betaling geregtig is nie.

(9) Die tydperk van verlof mag nie met siekteverlof saamval nie.

(10) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk te omvat ten opsigte waarvan 'n werkgewer 'n werknemer betaal in plaas daarvan om hom kennis te gee en ook enige tydperk of tydperke wat 'n werknemer afwesig is—

- (a) met verlof kragtens hierdie klousule;
- (b) op las of op versoek van sy werkgewer.

7. UNIFORMS EN UITRUSTING.

(1) Aan bestuurders en kondukteurs moet by indienstreding by die werkgewer een uniform uitgereik word, en nog 'n uniform elke nege maande daarna.

(2) Aan bestuurders en kondukteurs moet een weerjas elke drie jaar uitgereik word.

(3) Aan bestuurders moet elke twaalf maande een paar motorhandskoene uitgereik word.

(4) Aan bestuurders en kondukteurs moet binne die eerste week in November van elke jaar twee kakiehemde en een das uitgereik word.

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 one and one-half 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 of", he shall for each hour or part of an hour so worked be paid double his hourly wage with a minimum of seven hours and twenty 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.

(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 seven hours and twenty 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 seven hours and twenty 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 three months after the termination of each twelve months' service. In the event of the employee's service being terminated after the completion of twelve 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 sub-clause (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 sub-clause (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 for the period of his service within the period of twelve calendar months immediately preceding the first day of December.

(7) Payment of the amount due in terms of sub-clause (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 in any year shall be paid an amount equal to 3 per cent of his remuneration received since the 1st December, in the preceding year; provided that an employee who has had less than six 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 sick leave.

(10) For the purpose of this clause the expression "Employment" shall be deemed to include any period in respect of which an employer pays an employee in lieu of notice and also period or periods during which an employee is absent—

- (a) on leave in terms of this clause;
- (b) on the instructions or at the request of his employer.

7. UNIFORMS AND EQUIPMENT.

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

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

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

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

(5) Aan elke loodswerknemer wat 'n loon van minstens 24c (2s. 4-8d.) per uur ontvang, moet elke jaar twee oorpakke uitgereik word; met dien verstande dat—

- (a) aan loodswerknemers wat met batterye werk, bo en behalwe die twee oorpakke, leer-, of rubbervoorskote uitgereik moet word wat vervang moet word in geval van billike slytasie;
 - (b) aan loodswerknemers wat as skoonmakers in diens geneem is, bo en behalwe die twee oorpakke wellingtons of kaparrangs uitgereik moet word, wat vervang moet word in geval van billike slytasie;
 - (c) aan loodswerknemers wat werksaamhede van 'n arbeider verrig, kaparrangs uitgereik moet word, wat vervang moet word in geval van billike slytasie.
- (6) 'n Werkgewer moet oorjasse of waterdigte mantels aan loodswerknemers verskaf wanneer genoemde werknemers aan ongunstige weersomstandighede blootgestel word.
- (7) 'n Werkgewer moet kondukteurs en/of loodswerknemers van sluitkaste voorsien.

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

(9) 'n Toelae van 10 sent (1s.) per dag moet aan 'n werknemer betaal word aan wie nie binne 30 dae 'n uniform uitgereik word nie.

8. DIENSBEEÏNDIGING.

(1) Om die dienskontrak te beëindig, moet 'n werkgewer of 'n werknemer, behoudens die bepalings van subklousule (2) van hierdie klousule, minstens een week vanaf die gewone betaaldag kennis daarvan gee; met dien verstande dat dit nie inbreuk moet maak op die reg van 'n werkgewer of 'n werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig nie; en voorts met dien verstande dat die kennisgewingstermyn nie mag saamval nie met, of kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof wat kragtens die bepalings van klousule 6 toegestaan is.

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

9. UITGAWES VAN DIE RAAD.

(1) Om die uitgawes van die Raad te bestry, moet 'n werkgewer vier sent per week afwerk van die loon (uitgesonderd enige toelae) van elke van sy werknemers wat R4.00 per week of meer ontvang, en twee sent per week van elkeen van sy werknemers wat minder as R4.00 ontvang, en die werkgewer moet by die bedrag wat aldus afgetrek is, 'n gelyke bedrag byvoeg.

(2) Alle bedrae wat ooreenkomstig die bepalings van subklousule (1) van hierdie klousule ingevorder is, saam met 'n staat wat die getal werknemers in diens vermeld, moet voor of op die 15de dag van elke maand wat volg op die maand ten opsigte waarvan die invordering gedoen is, aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, versend word.

10. AGENTE.

Die Raad moet een of meer persone as agente aanstel om met die administrasie van hierdie Ooreenkoms behulpsaam te wees. 'n Agent mag enige bedryfsinrigting binnegaan en enige werkgewer of werknemer ondervra, en die register van lone wat betaal is en betalings wat vir gewone en oortydwerk geskied het, nagaan om seker te maak of die bepalings van hierdie Ooreenkoms nagekom word.

11. ADMINISTRASIE VAN OOREENKOMS.

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

12. VRYSTELLINGS.

(1) Die Raad kan om enige grondige of afdoende rede vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms.

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

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

13. REKORDS WAT GEHOU MOET WORD.

Bestuurders en kondukteurs moet rekords hou in dié vorm wat die werkgewer mag vasstel. Die werkgewer moet genoemde werknemers voorsien van die nodige vorms om sodanige rekords te hou en genoemde werknemers moet dié rekords by voltooiing van die dag se werk aan die werkgewer terugbesorg. Die werkgewer moet sodanige rekords daarna in chronologiese volgorde lisseer.

14. VERTONING VAN OOREENKOMS.

Alle werkgewers moet 'n leesbare kopie van hierdie deel van die Ooreenkoms in albei amptelike tale vertoon hou op 'n plek wat vir alle werknemers op wie hierdie deel van toepassing is, maklik toeganklik is, en dit moet in die vorm wees wat by die regulasies kragtens die Wet voorgeskryf word.

(5) Every shed employee receiving a wage of not less than 24c (2s. 4-8d.) per hour shall be issued with two overalls each year; provided that—

- (a) shed employees attending to batteries shall in addition to the two 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 two overalls be issued with Wellingtons or clogs which shall be renewed in the event of deterioration due to fair wear and tear;
- (c) shed employees engaged on labouring activities shall be issued with clogs which shall be renewed in the event of deterioration due to fair year 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 equipment issued in terms of this section shall remain the property of the employer.

(9) An allowance of 10 cents (1s.) 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 sub-clause (2) of this clause not less than one 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.

(2) Notwithstanding the provisions of sub-clause (1), the contract of service may, during the first two 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 four cents per week from the wages (exclusive of any allowances) of each of his employees receiving R4.00 per week or more, and two cents per week from each of his employees receiving less than R4.00 and to the amount so deducted, the employer shall add an equal amount.

(2) All amounts collected in accordance with the provisions of sub-clause (1) of this clause, together with a statement showing the number of employees employed, shall be forwarded to the Secretary of the Council, P.O. Box 3051, 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.

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

Ondanks andersluidende bepalings wat in hierdie Ooreenkoms vervat is, is die bepalings oor werkure, oortyd en verlof soos vervat in artikels *negentien, twintig en een-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk van 1941, soos gewysig, van toepassing op werknemers werksaam in of in verband met 'n fabriek soos in genoemde Wet omskryf, vir sover die bepalings van die Ooreenkoms minder gunstig is.

Hierdie Ooreenkoms namens die partye op hede die een-en-dertigste dag van Augustus 1961 onderteken.

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

H. COUPE,
Ondervoorsitter van die Raad.

A. S. YOUNG,
Sekretaris van die Raad.

No. 423.] [16 Maart 1962,
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

PADPASSASIEVERVOERBEDRYF, PORT ELIZABETH.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Padpassasievervoerbedryf, Port Elizabeth, gepubliseer by Goewermentskennisgewing No. 422 van 16 Maart 1962, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die betrokke bepalings van genoemde Wet, soos gewysig.

A. E. TROLLIP,
Minister van Arbeid.

15. 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.

This Agreement signed on behalf of the parties, this 31st day of August, 1961.

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

H. COUPE,
Vice-chairman of the Council.

A. S. YOUNG,
Secretary of the Council.

No. 423.] [16 March 1962,
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

ROAD PASSENGER TRANSPORT INDUSTRY, PORT ELIZABETH.

I, ALFRED ERNEST TROLLIP, Minister of Labour, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Road Passenger Transport Industry, Port Elizabeth, published under Government Notice No. 422 of the 16th March, 1962, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

A. E. TROLLIP,
Minister of Labour.

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