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KAAPSTAD, 8 SEPTEMBER 1965.  
CAPE TOWN, 8TH SEPTEMBER, 1965.

[No. 1222.

## GOEWERMENSKENNISGEWINGS.

### DEPARTEMENT VAN ARBEID.

No. R.1345.] [8 September 1965.

WET OP NYWERHEIDSVERSOENING, 1956.

PADPASSASIERSVERVOERBEDRYF, KAAP.

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 Padpassasiervervoerbedryf, Kaap, betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is; en

(b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 4 (d) en (e), 5 en 9 (4) (e), vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die landdrosdistrikte die Kaap, Wynberg, Simonstad en Bellville, en in daardie gedeelte van die landdrosdistrik Stellenbosch wat voor die publikasie van Goewermentskennisgewing No. 283 van 2 Maart 1962 binne die landdrosdistrik Bellville gevall het.

A. E. TROLLIP,  
Minister van Arbeid.

## GOVERNMENT NOTICES.

### DEPARTMENT OF LABOUR.

No. R.1345.] [8th September, 1965.

INDUSTRIAL CONCILIATION ACT 1956.

ROAD PASSENGER TRANSPORT INDUSTRY,  
CAPE.

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, Cape, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday upon the employers' organization and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organization or union; and

(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, 2, 4 (d) and (e), 5 and 9 (4) (e) shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Simonstown and Bellville, and in that portion of the Magisterial District of Stellenbosch which prior to the publication of Government Notice No. 283 of the 2nd March, 1962, fell within the Magisterial District of Bellville.

A. E. TROLLIP,  
Minister of Labour.

## BYLAE.

NYWERHEIDSRAAD VIR DIE PADPASSASIERSVERVOERBEDRYF (KAAP).

## OOREENKOMS

ingevolge die bepaling van die Wet op Nywerheidsversoening, 1956 (Wet No. 28 van 1956), soos gewysig per Wet No. 41 van 1959, gesluit en aangegaan deur en tussen die

Road Passenger Transport Employers' Association (Cape) (hieronder die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die

Tramway and Omnibus Workers' Union (Cape) (hieronder die „werkneemers” of die „Vakvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Padpassasiersvervoerbedryf (Kaap).

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepaling van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte die Kaap, Wynberg, Simonstad en Bellville, en in daardie gedeelte van die landdrosdistrik Stellenbosch wat vóór die publikasie van Goewermentskennisgiving No. 283 van 2 Maart 1962 binne die landdrosdistrik Bellville gevall het, deur die werkgewers en werkneemers wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is, en in die Padpassasiersvervoerbedryf in diens is.

## 2. DATUM VAN INWERKINGTREDING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel *agt-en-veertig* (1) van die Wet vasstel en bly van krag vir 'n tydperk van drie jaar vanaf die datum van publikasie hiervan in die *Staatskoerant* of vir die tydperk wat hy mag bepaal.

## 3. WOORDOMSKRYWINGS.

Alle uitdrukings wat in hierdie Ooreenkoms gebesig word en wat in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in daardie Wet en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

„*Wet*” die Wet op Nywerheidsversoening, 1956, soos gewysig;

„*kondukteur*” die kondukteur van 'n padpassasiersvoertuig;

„*Raad*” die Nywerheidsraad vir die Padpassasiersvervoerbedryf (Kaap) geregistreer ingevolge artikel *negentien*, soos toegepas by artikel *twee* (4), van die Wet;

„*dag*” wanneer gebruik in verband met die werktyd van 'n bestuurder of 'n kondukteur, die tydperk van vier-en-twintig uur tussen 4 vm. op enige dag en 4 vm. op die daaropvolgende dag;

„*dienstrooster*” 'n rooster wat die roetes waarop en die tye wanneer bestuurders en kondukteurs om die beurt oor 'n tydperk van twee of meer weke moet werk, breedvoerig aangee;

„*bestuurder*” die bestuurder van 'n padpassasiersvoertuig of 'n steierwa;

„*dienstovertuigbestuurder*” 'n loodswerknemer wat, afgesien van sy gewone pligte, 'n voertuig moet bestuur wat gebruik word om werkneemers na en van hul werk te vervoer;

„*uurloon*” die uurloon voorgeskryf in klousule 7;

„*militêre opleiding*” die ononderbroke opleiding wat 'n werkneemter ingevolge die bepaling van artikel *een-en-twintig* (1), gelees met subartikels (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, moet ondergaan, maar omvat dit nie opleiding wat hy ooreenkomsdig die bepaling van artikel *drie-en-twintig* van genoemde Wet verkieks om te ondergaan en ook nie opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkieks om te ondergaan nie;

„*joonweek*” die weeklikse tydperk van sewe agtereenvolgende dae ten opsigte waarvan lone elke week deur 'n werkewer betaal word;

„*Padpassasiersvervoerbedryf*” of „*Bedryf*” die onderneming waarin werkgewers en werkneemters 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 Spoerweg- en Hawens-administrasie 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, met inbegrip van die bestuurder van sodanige voertuig, en omvat dit ook persone wat

(a) luglyne en

(b) voertuie

in stand hou, skoonmaak, opknapp, herstel, verander of vervaardig wanneer sodanige werk deur die eienaar daarvan onderneem word;

„*padpassasiersvoertuig*” 'n voertuig (uitgesonderd 'n voertuig wat deur die Suid-Afrikaanse Spoerweg- en Hawens-administrasie beheer word) wat ontwerp is vir aandrywing op 'n ander manier as deur middel van mense- of dier-

## SCHEDULE.

INDUSTRIAL COUNCIL FOR THE ROAD PASSENGER TRANSPORT INDUSTRY (CAPE).

## AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956 (Act No. 28 of 1956), as amended by Act No. 41 of 1959, entered into by and between the

Road Passenger Transport Employers' Association (Cape) (hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and the

Tramway and Omnibus Workers' Union (Cape) (hereinafter referred to as "the employees" or "the trade union"), of the other part, being the parties to the Industrial Council for the Road Passenger Transport Industry (Cape).

## 1. SCOPE AND APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Simonstown and Bellville, and in that portion of the Magisterial District of Stellenbosch which prior to the publication of Government Notice No. 283 of the 2nd March, 1962, fell within the Magisterial District of Bellville, by the employers and employees who are members of the employers' organisation and the trade union, respectively, and who are engaged or employed in the Road Passenger Transport Industry.

## 2. DATE OF APPLICATION OF AGREEMENT.

This Agreement shall come into operation on a date fixed by the Minister of Labour in terms of section *forty-eight* (1) of the Act and shall remain in force for a period of three years from the date of publication thereof in the *Government Gazette* or for such period as may be determined by him.

## 3. DEFINITIONS.

Any terms used in this Agreement which are defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meanings as in that Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

“*Act*” means the Industrial Conciliation Act, 1956, as amended; “*conductor*” means the conductor of a road passenger transport vehicle;

“*Council*” means the Industrial Council for the Road Passenger Transport Industry (Cape) registered in terms of section *nineteen*, as applied by section *two* (4), of the Act;

“*day*” means, when used in connection with the working time of a driver or conductor, the period of twenty-four hours between 4 a.m. on any day and 4 a.m. on the next succeeding day;

“*duty schedule*” means a schedule detailing the routes upon which and the times during which drivers and conductors shall work in rotation over a period covering two or more weeks;

“*driver*” means the driver of a road passenger transport vehicle, or tower wagon;

“*duty vehicle driver*” means a shed employee, who apart from his normal duties, is required to drive a vehicle used for the purpose of transporting employees to and from work;

“*hourly rate*” means the wages per hour provided for in clause 7;

“*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 training of service for which he volunteers or which he elects to undergo;

“*pay week*” means the weekly recurring period of seven consecutive days in respect of which wages are paid each week by any employer;

“*Road Passenger Transport Industry*” or “*Industry*” means the undertaking 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 and designed to carry more than eight persons including the driver of such vehicle and shall include persons engaged in the maintenance, cleaning, renovation, repair, alteration or construction of—

(a) any overhead lines; and

(b) vehicles;

when such work is undertaken by the owner thereof;

“*road passenger transport vehicle*” means 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 and designed

krag en wat ontwerp is vir die vervoer van meer as agt persone, met inbegrip van die bestuurder van sodanige voertuig;

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

„loodswerknemer” enige werknemer, uitgesonderd 'n inspekteur, afsender, bestuurder, kondukteur, klerk of administratiewe werknemer;

„loodswerknemer, graad A1, letterskilder”, 'n loodswerknemer wat in diens geneem is om een of meer van ondergenoemde werksaamhede te verrig en wat vir die verrigting van sodanige werksaamhede in diens is:—

Advertensies, letters en syfers op sowel die binne- as die buitekant van voertuie en ook op kennisgewingborde rangskik en uitskryf; enige vorm van skryfwerk op die maatskappy se perseel verrig en daarbenewens werk wat onder die omskrywing „voertuigskilder” ingesluit is, verrig;

„loodswerknemer, graad A2, voertuigskilder”, 'n loodswerknemer wat in diens geneem is om een of meer van ondergenoemde werksaamhede te verrig en wat vir die verrigting van sodanige werksaamhede in diens is:—

Die bereiding van verfstowwe vir die aanbring daarvan; die aanbring, met behulp van 'n kwassie of 'n roller of 'n spuit, van onderlae of afwerklae van kleurverf of vernis op alle dele van voertuie uitgesonderd die binnekant van bestuurderskajuite en toe motors tot by die onderste deel van die vensterlyste, wiele, honderelings, stampers, agterste platforms, trappe en dakke.

Die werksaamhede wat hierbo uitgesluit word, is dié wat spesifiek onder graad B1 ingesluit is.

„loodswerknemer, graad A2, stoffeerde en bekleer”, 'n loodswerknemer wat in diens geneem is om een of meer van ondergenoemde werksaamhede te verrig:—

Die uitlê, sny, naai (met die hand of 'n masjien), of aanhegting deur middel van kleefstowwe, van alle soorte bekleedsel die herstel en maak van vulsels van alle tipes vir rugleunings;

„loodswerknemer, graad B”—

„graad B1” 'n loodswerknemer wat een of meer van die volgende werksaamhede verrig:—

Verkoelers herstel, remme of koppelaars versool, buite-en binnebande van wielvellings verwijder en daaraan aansit, aandag gee aan voertuie wat onklaar geraak het gedurende skofte waaroer geen toesig gehou word nie, werkstate nagaan en verantwoordelik wees vir departementeel voorrade met 'n masjien poleer, ruitveërs herstel en verf op ondergenoemde dele van voertuie aanbring:—

Die binnekant van bestuurderskajuite en toe motors tot by die onderste deel van die vensterlyste, wiele, honderelings, stampers, agterste platforms, trappe en dakke;

„graad B2”, 'n loodswerknemer wat een of meer van die volgende werksaamhede verrig:—

Battery vul, verwijder of vervang; ruitveërs verwijder of vervang; motors en beheeruitrusting skoonmaak, astof en onderzoek; voertuie van brandstof voorsien; ligte toe waens en karre bestuur; werkstate nagaan; grofsmidhamerwerk doen; linoleumherstelwerk doen; defekte en ongeskikte voertuie op die pad vervang; ghries met 'n stoomspuit van onderstelle en dele verwijder; hidrouliese domkrage herstel; die werk van 'n motorwerktuigkundige se arbeider verrig van wie sy werkgever vereis dat hy in besit van 'n bestuurderslisensie moet wees; klooples vashou vir klinknaelwerker wat staalklinknaels aanbring by die herstel van bakke met metaalraamwerk;

„graad B3”, 'n loodswerknemer wat een of meer van die volgende werksaamhede verrig:—

Voertuie ranger; voertuie, toe waens, trokke en karre smeier; bande oppomp; onderstelle en dele skoonmaak, en die ghries daarvan verwijder deur middel van oplosmiddels; yster met 'n ystersaag saag en hamer nadat dit deur 'n vakman van vakleerling uitgemerk is; plaatyster onder die toesig van 'n vakman van vakleerling met die hand ru saag en pons; stampers afhaal en weer aansit; die moere van U-boute van vere onder die toesig van 'n vakman los- en/of vasskroef; hout vir 'n masjienwerker vashou en dra; verkoelers afhaal; die boute van bakke vasskroef; wiele omruil; die werk van 'n motorwerktuigkundige se arbeider verrig;

„graad B4,” 'n loodswerknemer wat een of meer van die volgende werksaamhede verrig:—

Klapperhaar en perdehaar pluis; werk vashou vir plaatmetaalwerskers en duikklopers; skuurpapierwerk doen; grondlaagvulsel en stopverfplaksel afskuur; dele van voertuie, implemente, gereedskap of masjinerie skoonmaak en poleer en met mengsels bewerk; verf afskraap en korrosieverende middels aanbring;

„loodswerknemer, graad C,” 'n loodswerknemer wat voertuie of persele was, skoonmaak en astof, verkoelers vul, tee maak, ekstra kaartjies per fiets aan afsenders lewer, trokke laai en aflaai, algemene arbeiderswerk verrig;

„loodswerknemer in die voertuigpersoneel” 'n rangerder, wasser, buitebandman, arbeider of ander loodswerknemer wie se werk gewoonlik verrig word by 'n depot waarin voertuie gehuisves word;

to carry more than eight persons including the driver of such vehicle;

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

“shed employee” means any employee other than an inspector, despatcher, driver, conductor, clerical or administrative employee;

“shed employee, grade A1, signwriter” shall mean a shed employee who is engaged for the purpose of performing, and who is employed in the performance of work, under any one or more, of the following categories:—

Setting out and writing advertisements, copy letters and numerals on both the inside and outside of vehicles as well as on notice boards; carrying out any form of writing on the Company's premises and who in addition performs work included under the definition “Coach Painter”.

“shed employee, grade A2, coach painter” shall mean a shed employee who is engaged for the purpose of performing, and who is employed in the performance of work, under any one or more, of the following categories:—

The preparation of painting materials for application; the application, by brush or roller or spraygun of undercoats or finishing coats of colour or varnish on all parts of vehicles other than the interior of drivers' cabins and saloons up to the lower part of window ledges, wheels, dograils, bumpers, rear platforms, stairways and roofs.

The excepted operations are such as are specifically included under grade B1.

“shed employee, grade A2, upholsterer and trimmer” shall mean a shed employee who is engaged for the purpose of performing, and who is employed in the performance of work under any one or more, of the following categories:—

Setting out, cutting, sewing (by hand or machine), or attaching by adhesives, all classes of upholstering materials; repairing and constructing seat back fillings of all types.

“shed employee, grade B”—

“Grade B1” shall mean any shed employee, who performs any one or more of the following operations:—

Repairing radiators, relining brake shoes or clutches, removing and refitting of tyres and tubes to wheel rims, attending to vehicle breakdowns on unsupervised shifts, checking timesheets and being in charge of departmental stores; polishing by machine, repairing windscreen wipers, and applying paint to the following parts of vehicles:—

Interior of driver's cabin and saloons up to the lower part of window ledges, wheels, dograils, bumpers, rear platforms, stairways and roofs.

“Grade B2” shall mean any shed employee who performs any one or more of the following operations:—

Filling, removing or replacing batteries; removing and replacing windscreen wipers; cleaning, dusting and inspecting motors and control equipment; refuelling vehicles; driving light vans and cars; checking timesheets; blacksmith's striking; lino repairing; changing defective and unsuitable vehicles on road; degreasing chassis and parts by steam jenny, repairing hydraulic jacks; motor mechanic's labourer who is required by his employer to be in possession of driver's licence; holding up dolly for riveter applying steel rivets on overhaul of metal framed bodies.

“Grade B3” shall mean any shed employee who performs any one or more of the following operations:—

Shunting the vehicles, greasing vehicles, vans, trucks and cars; inflating tyres; cleaning and degreasing chassis and parts by solvents; striking and cutting iron with hacksaw after iron has been marked out by journeyman or apprentice; rough cutting and punching of sheet iron by hand under direction of a journeyman or apprentice; dismantling and re-assembling of bumpers; loosen and/or tighten “U” bolt nuts of springs under the direction of a journeyman; holding and carrying wood for a machinist; dismantling radiators; tightening of body bolts; changing of wheels; motor mechanic's labourer.

“Grade B4” shall mean any shed employee who performs any one or more of the following operations:—

Teasing coir and horse hair; holding up work for sheet metal workers and panel-beaters; sand papering; rubbing down of filling primer and putty masking; cleaning, compounding and polishing parts of vehicles, implements, tools or machinery; stripping paint and applying anti-corrosive coatings.

“shed employee, grade C” shall mean any shed employee engaged in washing, cleaning and dusting vehicles or premises, filling radiators, making tea, delivering extra tickets to despatchers by bicycle, loading and unloading trucks, general labouring;

“shed employee on the running staff” means any shunter, washer, tyremen, labourer or other shed employee whose duties are normally performed at a depot in which vehicles are housed;

„loodswerknemer in die ondehoudspersoneel” ‘n loodswerknemer wie se werk gewoonlik in ‘n werkinkel verrig word;

„werkdagverspreiding” die tyd wat verloop tussen die aanvang en beëindiging van werk op ‘n bepaalde dag;

„uniform” ‘n stel kledingstukke wat bestaan uit ‘n baadjie, broek en pet;

„werktyd” in verband met ‘n bestuurder of kondukteur, die tydperk wat elke dag bereken word vanaf die tyd waarop daar van sodanige werknemer vereis word om ‘n voertuig te bestyg of die tyd waarop hy, volgens die diensrooster, ‘n voertuig moet bestyg tot die tyd waarop hy dit verlaat of enige tyd waarin daar van hom vereis word om vir diens beskikbaar te wees;

„werktyd”, in verband met ‘n loodswerknemer, alle tyd waarin die werkewer van die werknemer verlang om vir diens beskikbaar te wees.

Wanneer ‘n werknemer, vir die toepassing van die Ooreenkoms, in ‘n sekere klas ingedeel word, word hy geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werkzaam is.

#### 4. TOEPASSING VAN OOREENKOMS.

(a) Die Raad is die liggaaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is, en hy mag mening wat nie met die bepalings hiervan onbestaanbaar is nie, uitspreek vir die leiding van werkewers en werknemers.

(b) *Vrystellings.*—(1) Die Raad kan op aansoek van enige wat by die Bedryf betrokke of daarin werkzaam is, vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen aan—

- (a) ‘n werkewer; en
- (b) ‘n werknemer;

met dien verstande dat geen vrystelling van die bepalings van subklousule (8) van klousule 8 van hierdie Ooreenkoms ten opsigte van ‘n vroulike werknemer wat ooreenkomsdig die bepalings van die Wet op Fabriekse, Masjinerie en Bouwerk, 1941, in diens geneem is en wat handearbeid verrig, verleen mag word nie, uitgesonderd met die doel om werk te verrig wat deur ‘n noodgeval noodsaaklik gemaak word.

(2) Die Raad besit die bevoegdheid om—

- (a) die voorwaardes waarop; en
- (b) die tydperk waarvoor

vrystellings verleen mag word, vas te stel.

(3) ‘n Vrystellingsertifikaat onderteken deur die Sekretaris van die Raad, moet aan elke sodanige persoon uitgereik word en ‘n kopie daarvan moet aan die Afdelingsinspekteur, Departement van Arbeid, Posbus 872, Kaapstad, gestuur word.

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

(c) *Onkoste van die Raad.*—(1) Ten einde die onkoste van die Raad te bestry, moet elke werkewer 2 sent per week van die loon van elkeen van sy werknemers vir wie ‘n loon van 50 cent of meer per uur in klousule 7 van hierdie Ooreenkoms voorgeskryf word, en 1 sent per week van die loon van elkeen van sy ander werknemers vir wie ‘n loon van minder as 50 cent per uur aldus voorgeskryf word, aftrek. By die bedrag aldus afgetrek, moet die werkewer ‘n bedrag voeg wat daaranaan gelyk is.

(2) Alle bedrae wat ooreenkomsdig die bepalings van subklousule (1) van hierdie klousule ingevorder is, moet, tesame met ‘n staat waarop die getal werknemers wat in diens is, gemeld word, vóór of op die 15de dag van elke maand aan die Sekretaris van die Raad, Sir Lowry-weg 183, Kaapstad, gestuur word.

(d) *Agents.*—Die Raad moet agents wat moet help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee, in diens neem. ‘n Agent mag enige bedryfsinrigting betree, ‘n werkewer of werknemer ondervra, die registers, die lone wat betaal is, die bedrae wat vir oortydwerk betaal is, en die tyd gewerk, nagaan met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

(e) *Vakvereniging se werteenwoordigers in die Raad.*—‘n Werkewer moet aan elkeen van sy werknemers wat ‘n werteenwoordiger in die Raad is, alle redelike faciliteite verleen om sy pligte in verband met die werk van die Raad na te kom.

#### 5. LIDMAATSKAP VAN VAKVERENIGING.

Geen werkewer mag iemand wat lid van die Vakvereniging kan word maar nie lid daarvan is, vir ‘n langer tydperk as een week in diens neem nie; met dien verstande dat hierdie klousule nie van toepassing is nie—

- (a) wanneer ‘n werknemer lid is van die Amalgamated Engineering Union or Amalgamated Society of Woodworkers, of ‘n ander vakvereniging wat die Raad kan goedkeur;
- (b) wanneer die Raad van mening is dat daar, afgesien van ‘n persoon se regte kragtens artikel een-en-vyftig (10) van die Wet, geen goeie of voldoende regsgrond was om so ‘n persoon lidmaatskap van die Vakvereniging te weier nie en die persoon wat om lidmaatskap van die Vereniging aansoek gedoen het, die Raad binne 30 dae van sodanige weiering in kennis gestel het;
- (c) ten opsigte van ‘n immigrant gedurende die eerste jaar ná die datum van sy aankoms in die Republiek van Suid-Afrika; met dien verstande dat, as ‘n immigrant te eniger tyd ná die eerste drie maande vanaf die datum waarop

“shed employee on the maintenance staff” means any shed employee whose duties are normally performed in a workshop;

“spread-over” means the period of time elapsing between the commencement and termination of duty in any one day;

“uniform” means articles of wearing apparel consisting of tunic, trousers and cap;

“working time” in relation to a driver or conductor shall mean the period reckoned each day from the time such employee is required or scheduled to board a vehicle to the time when he leaves it or any time during which he is required to be available for duty;

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

In the classification of any employee for the purpose of this Agreement he shall be deemed to be in that class in which he is wholly or mainly employed.

#### 4. ADMINISTRATION OF AGREEMENT.

(a) 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.

(b) *Exemptions.*—(1) The Council may on application by any person employed or engaged in the industry grant exemption from any of the provisions of this Agreement in respect of—

- (a) any employer; and
- (b) any employee;

provided that no exemption from the provisions of sub-clause (8) of clause 8 of this Agreement shall be granted in respect of any female employee, who is an employee in terms of the Factories, Machinery and Building Work Act, 1941, and who is employed in manual work, except for the purpose of performing work which is necessitated by an emergency.

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

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

under and during which exemptions may be granted.

(3) A licence of exemption over the signature of the Secretary of the Council shall be issued to every such person, and each copy thereof sent to the Divisional Inspector, Department of Labour, P.O. Box 872, Cape Town.

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

(c) *Expenses of the Council.*—(1) For the purpose of meeting the expenses of the Council, each employer shall deduct 2 cents per week from the wages of each of his employees for whom a wage of 50 cents or more per hour is prescribed in clause 7 of this Agreement, and 1 cent per week from the wages of each of his other employees for whom wages of less than 50 cents per hour are so prescribed. 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 shall, together with a statement showing the number of employees employed, be forwarded to the Secretary of the Council at 183, Sir Lowry Road, Cape Town, on or before the 15th day of each month.

(d) *Agents.*—The Council shall employ persons as agents to assist in giving effect to the terms of this Agreement. An agent may enter any establishment and may question any employer or employee and inspect the records and wages paid and payments made for overtime, and time worked, for the purpose of ascertaining whether terms of this Agreement are being observed.

(e) *Trade Union's Representatives on the Council.*—An employer shall render to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

#### 5. TRADE UNION MEMBERSHIP.

No employer shall employ for a period of longer than one week any employee who is eligible for membership of the Trade Union and who is not a member of the trade union; provided that this clause shall not apply—

- (a) when an employee is a member of the Amalgamated Engineering Union or Amalgamated Society of Woodworkers, or such other trade union as the Council may approve;
- (b) when, apart from a person's rights in terms of section fifty-one (10) of the Act, in the opinion of the Council membership of the union has been refused without good or sufficient cause and the applicant for membership to the union has notified the Council within 30 days of such refusal.
- (c) in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the

hy in die Bedryf in diens geneem is, 'n uitnodiging van die betrokke Vakvereniging om lid daarvan te word, geweiер het, die bepalings van hierdie klousule onmiddellik in werkung tree en die werkgewer van sodanige immigrant hom nie vir 'n langer tydperk as een week vanaf die datum van sodanige weiering in diens mag hou nie;

- (d) op die indiensneming van 'n werknemer wat, na die mening van die Minister, goeie gronde het om te weier om lid van die betrokke Vakvereniging te word of te bly.

#### 6. BEPERKING OF INDIENSNEMING.

- (a) Niemand onder die leeftyd van 16 jaar mag as 'n loods-werknemer in diens geneem word nie.
- (b) Niemand—  
 (i) onder die leeftyd van 21 jaar mag as 'n bestuurder in diens geneem word nie;  
 (ii) onder die leeftyd van 19 jaar mag as kondukteur in diens geneem word nie.

(c) Niemand wat vóór die datum waarop hierdie Ooreenkoms in werkung tree, nie in die Padpassasierservoerbedryf in die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad en in daardie gedeelte van die landdrosdistrik Stellenbosch wat vóór die publikasie van Goewermentskennisgiving No. 283 van 2 Maart 1962 binne die landdrosdistrik Bellville gevall het, in diens was nie, mag as 'n letterskilder of voertuigskilder of as 'n bekleer en stoffeerder in diens geneem word of toegelaat word om enigeen van die soorte werk gemeld onder die woordomskrywings van „letterskilder”, „voertuigskilder” of „stoffeerder en bekleer”, soos vervat in klousule 3 van hierdie Ooreenkoms, te verrig nie tensy hy in besit is van getuigskrifte soos voorgeskryf by die Wet op Vakleerlinge.

#### LONE EN/OF VERDIENSTE.

(1) Behoudens die aftrekings waarvoor daar in klousule 9 van hierdie Ooreenkoms magtig verleen word, mag die minimum weekloon van 'n werknemer nie minder as 44 maal sy uurlon wees nie al was die werktyd van sodanige werknemer in sodanige week ook minder as 44 uur.

(2) 'n Werknemer wat stukwerk verrig moet die volle bedrag betaal word wat hy teen die stukwerktaief waarvolgens hy werk, verdien het, maar hy mag in geen geval, afgesien daarvan of hy soveel verdien het of nie, minder betaal word nie as die minimum loon wat vir die tyd gewerk, voorgeskryf word vir 'n tydwerker wat dieselfde klas werk verrig.

(3) Geen loon of verdienste wat laer is as dié gemeld teenoor ondergenoemde klasse, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:—

#### (a) VERVOER:

	<i>Bestuurders.</i>	<i>Kondukteurs.</i>
	<i>Per Uur.</i>	<i>Per Uur.</i>
	<i>Rand.</i>	<i>Rand.</i>
Eerste jaar diens ...	0.5854	0.5770
Tweede jaar diens ...	0.6270	0.6187
Derde jaar diens ...	0.6520	0.6437
Vierde jaar diens ...	0.6687	0.6687
Vyfde jaar diens ...	0.6770	0.6770
Sesde jaar diens ...	0.7104	0.7104
Sewende jaar diens en daarna ...	0.7520	0.7520
	<i>Uurloon.</i>	
	<i>Rand.</i>	
(b) DIENSVOERTUIGBESTUURDER ...	0.5920	
(c) (i) Loodswerknemer, graad A1 ...	0.7603	
(ii) Loodswerknemer, graad A2 ...	0.7520	
(iii) Loodswerknemer, graad B1 Vir die eerste jaar diens ...	0.4625	
Vir die tweede jaar diens ...	0.4791	
Vir die derde jaar diens ...	0.5148	
Vir die vierde jaar diens ...	0.5231	
Vir die vyfde jaar diens ...	0.5586	
Daarna ...	0.5670	
(iv) Loodswerknemer, graad B2 Vir die eerste jaar diens ...	0.3830	
vir die tweede jaar diens ...	0.4268	
Vir die derde jaar diens ...	0.4625	
Vir die vierde jaar diens ...	0.4708	
Vir die vyfde jaar diens ...	0.4791	
Daarna ...	0.5148	
(v) Loodswerknemer, graad B3 Vir die eerste jaar diens ...	0.3663	
Vir die tweede jaar diens ...	0.3830	
Vir die derde jaar diens ...	0.4185	
Vir die vierde jaar diens ...	0.4268	
Vir die vyfde jaar diens ...	0.4625	
Daarna ...	0.4708	
(vi) Loodswerknemer, graad B4 Vir die eerste jaar diens ...	0.3228	
Vir die tweede jaar diens ...	0.3663	
Vir die derde jaar diens ...	0.3746	
Vir die vierde jaar diens ...	0.3830	
Vir die vyfde jaar diens ...	0.4185	
Daarna ...	0.4268	
(vii) Loodswerknemer, graad C Vir die eerste jaar diens ...	0.3140	
Vir die tweede jaar diens ...	0.3307	
Vir die derde jaar diens ...	0.3663	
Vir die vierde jaar diens ...	0.3746	
Vir die vyfde jaar diens ...	0.3830	
Daarna ...	0.4185	

Industry refused any invitation from the trade union concerned to become a member of it, the provisions of this section shall immediately come into operation, and the employer of such immigrant shall not continue to employ him for a period of more than one week, reckoned from the date of such refusal;

- (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.

#### 6. RESTRICTION OF EMPLOYMENT.

- (a) No person under the age of 16 years shall be engaged as a shed employee.
- (b) No person—  
 (i) under the age of 21 years, shall be engaged as a driver;  
 (ii) under the age of 19 years, shall be engaged as a conductor.
- (c) No person who, prior to the date on which this Agreement shall have come into operation, was not employed in the Road Passenger Transport Industry in the Magisterial Districts of the Cape, Wynberg, Bellville or Simonstown, or in that portion of the Magisterial District of Stellenbosch which, prior to the publication of Government Notice No. 283 of the 2nd March, 1962, fell within the Magisterial District of Bellville, shall be engaged as a signwriter or coach painter or as an upholsterer and trimmer, or be permitted to perform any of the categories of work set forth under the definitions of "signwriter", "coach painter" or "upholsterer and trimmer" as contained in clause 3 of this Agreement, unless he is in possession of credentials in terms of the Apprenticeship Act.

#### 7. WAGES AND/OR EARNINGS.

(1) Subject to any deduction authorised in clause 9 of this Agreement, the minimum wage per week of any employee shall not be less than 44 times his hourly rate even though the working time of such employee in such week may have been less than 44 hours.

(2) An employee who is employed on piece-work shall be paid the full amount earned by him at the piece-work rates under which he is working, but in no case shall he, whether he shall have earned so much or not, be paid less than the minimum wage prescribed for a time worker doing the same class of work for the time worked.

(3) No employer shall pay to employees and no employee shall accept wages and/or earnings lower than those stated against the classes set out below:—

#### (a) TRAFFIC:

	<i>Drivers.</i>	<i>Conductors.</i>
	<i>Per Hour.</i>	<i>Per Hour.</i>
	<i>Rand.</i>	<i>Rand.</i>
1st year of service ...	0.5854	0.5770
2nd year of service ...	0.6270	0.6187
3rd year of service ...	0.6520	0.6437
4th year of service ...	0.6687	0.6687
5th year of service ...	0.6770	0.6770
6th year of service ...	0.7104	0.7104
7th year of service and thereafter	0.7520	0.7520
	<i>Rate per Hour.</i>	
	<i>Rand.</i>	
(b) DUTY VEHICLE DRIVER ...	0.5920	
(c) (i) Shed employee Grade A1 ...	0.7603	
(ii) Shed employee Grade A2 ...	0.7520	
(iii) Shed employee Grade B1: For the first year of service ...	0.4625	
For the second year of service ...	0.4791	
For the third year of service ...	0.5148	
For the fourth year of service ...	0.5231	
For the fifth year of service ...	0.5586	
Thereafter ...	0.5670	
(iv) Shed employee Grade B2: For the first year of service ...	0.3830	
For the second year of service ...	0.4268	
For the third year of service ...	0.4625	
For the fourth year of service ...	0.4708	
For the fifth year of service ...	0.4791	
Thereafter ...	0.5148	
(v) Shed employee Grade B3: For the first year of service ...	0.3663	
For the second year of service ...	0.3830	
For the third year of service ...	0.4185	
For the fourth year of service ...	0.4268	
For the fifth year of service ...	0.4625	
Thereafter ...	0.4708	
(vi) Shed employee Grade B4: For the first year of service ...	0.3228	
For the second year of service ...	0.3663	
For the third year of service ...	0.3746	
For the fourth year of service ...	0.3830	
For the fifth year of service ...	0.4185	
Thereafter ...	0.4268	
(vii) Shed employee Grade C: For the first year of service ...	0.3140	
For the second year of service ...	0.3307	
For the third year of service ...	0.3663	
For the fourth year of service ...	0.3746	
For the fifth year of service ...	0.3830	
Thereafter ...	0.4185	

(4) Die lone voorgeskryf in subklousules (3) (b) en (3) (c), moet met R0.0167 per uur verhoog word in die geval van werknekmers wat 15 jaar diens by dieselfde werkewer voltooi het en met R0.0250 per uur in die geval van werknekmers wat 20 jaar diens by dieselfde werkewer voltooi het.

(5) 'n Loodswerknemer van wie daar vereis word of wat toegelaat word om twee of meer klasse werk te verrig waarvoor verskillende lone voorgeskryf word, moet vir die tyd aan elke sodanige klas werk bestee, betaal word teen minstens die loon wat van toepassing is op die klas werk wat hy verrig het; met dien verstande dat so'n werknekmer onder geen omstandighede minder betaal mag word nie as die loon voorgeskryf vir die werk waarvoor hy in diens geneem is.

(6) Geen werkewer mag veroorsaak of toelaat dat 'n werknekmer wat hoër lone ontvang as dié in hierdie Ooreenkoms voorgeskryf, se besoldiging verlaag word nie, of sodanige werknekmer ontslaan en teen 'n verlaagde besoldiging weer in diens neem nie.

#### 8. WERKURE EN OORTYD.

(1) 'n Werknekmer moet in elke loonweek minstens een vry dag toegestaan word.

(2) Geen diensrooster mag vir minder as 40 of vir meer as 46 werke per week voorsiening maak nie.

(3) Wanneer 'n bestuurder of kondukteur ooreenkomsdig die ure werk wat in 'n diensrooster voorgeskryf word, word die getal werkure waarvoor sodanige werknekmer elke week betaal moet word, bereken deur die totale getal ure wat ooreenkomsdig sodanige rooster gewerk is, te deel deur die getal weke wat daardeur gedeel word; met dien verstande dat die getal ure waarvoor daar aldus in 'n bepaalde week betaal word, nie minder as 44 mag wees nie.

(4) (a) Behoudens die bepalings van subklousules (3), (5), (6) en (7) van hierdie klousule, moet 'n bestuurder of kondukteur wie se werktyd in 'n bepaalde week meer as 44 uur is maar nie meer as 46 uur nie, vir sodanige werktyd betaal word teen minstens sy uurloon vir elke uur aldus gewerk.

(b) Wanneer voorsiening daarvoor gemaak word dat, ondanks andersluidende bepalings, besoldiging vir oortyd of differensiële lone vir enige getal ure bereken moet word teen—

(i) „een en 'n derde maal die uurloon”, moet sodanige betaling vir sodanige oortydwerk ten opsigte van elke uur of gedeelte van 'n uur, nie minder wees nie as een en 'n derde maal die uurloon wat ingevolge die bepalings van klousule 7 aan sodanige werknekmer betaalbaar is;

(ii) „twee maal die uurloon”, moet sodanige betaling vir sodanige oortydwerk ten opsigte van elke uur of gedeelte van 'n uur, nie minder wees nie as twee maal die uurloon wat ingevolge die bepalings van klousule 7 aan sodanige werknekmer betaalbaar is.

(5) (a) 'n Bestuurder of kondukteur wie se werktyd—

(i) meer as 46 uur in 'n bepaalde week beloop; of  
(ii) meer as 8½ uur op 'n bepaalde dag beloop; of  
(iii) langer is as die werkdagverspreiding soos in subklousule (6) hiervan bepaal;

moet, behoudens subklousule (4) (b), een en 'n derde maal sy uurloon betaal word vir alle tyd wat hy aldus langer gewerk het;

(b) Alle oortydwerk wat op verskillende dae in elke loonweek verrig is, moet opgetel word, en as die totaal daarvan 'n gedeelte van 'n uur insluit, moet sodanige gedeelte as één uur bereken word; met dien verstande dat, waar die oortydwerk, wat ooreenkomsdig die bepalings van enigeen van paragrawe (a) (i), (ii) of (iii) bereken word, meer is as dié bereken ooreenkomsdig enigeen van die ander genoemde paragrawe, betaling op grondslag van eersgenoemde paragraaf moet geskied en voorts met dien verstande dat die oortydwerk wat in enige week deur 'n bestuurder of kondukteur verrig word, nie meer as 12 uur mag beloop nie tensy 'n noodtoestand, wat 'n onderbreking van die diens soos aangegee op die rooster, sal meebring, vereis dat 'n bestuurder of kondukteur langer oortyd moet werk as wat in hierdie beperking bepaal word.

Die agent van die Raad moet sodanige ekstra oortydwerk aan die Raad rapporteer by sy eersvolgende vergadering.

(c) Behoudens subklousule (4) (b), moet 'n bestuurder of kondukteur wie se werktyd op 'n bepaalde dag binne agt uur na die beëindiging van sy werktyd op die vorige dag begin, vir alle tyd binne sodanige agt uur gewerk, teen twee maal sy uurloon betaal word met dien verstande dat 'n bestuurder of kondukteur op een dag al om die ander week na verloop van minstens ses uur na beëindiging van sy werktyd op die vorige dag, met sy werk mag begin en teen die uurloon betaal word.

(d) Behoudens die bepalings van subklousule (4) (b), moet 'n bestuurder of kondukteur wat werk op die vry dag waarop hy geregtig is, betaal word teen twee maal sy uurloon vir alle ure aldus gewerk met dien verstande dat hy in geen geval minder mag ontvang nie as twee maal sy uurloon vir sewe uur en 20 minute.

(e) Behoudens die bepalings van subklousule (4) (b)—

(i) moet 'n loodswerknemer in die voertuigpersoneel wat op die vry dag werk waarop hy geregtig is, minstens twee maal sy uurloon betaal word wat betaalbaar is ten opsigte van die typerk wat hy gewoonlik op 'n ander dag werk as die vry dag waarop hy geregtig is, en vir elke uur of gedeelte van 'n uur wat hy op sodanige dag langer gewerk het as die gewone werkure van 'n dag, moet hy daarbenewens twee maal sy uurloon betaal word;

(ii) moet 'n loodswerknemer in die onderhoudspersoneel wat op 'n Sondag werk, minstens twee maal sy uurloon betaal word

(4) The rates specified in sub-clauses (3) (b) and (3) (c) shall be increased by R0.0167 per hour in respect of employees who have completed 15 years of service with the same employer, and by R0.0250 per hour in respect of employees who have completed 20 years' service with the same employer.

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

(6) No employer shall cause or permit the remuneration of any employee who is in receipt of wages higher than those prescribed in this Agreement to be reduced, or dismiss any such employee and re-employ him at a reduced remuneration.

#### 8. HOURS OF WORK AND OVERTIME.

(1) An employee in each pay week shall be allowed not less than one day off duty.

(2) No duty schedule shall provide for less than 40 or more than 46 hours of work per week.

(3) When a driver or conductor works in accordance with the hours detailed in any duty schedule, the number of hours of work for which such employee shall be paid each week shall be calculated by dividing the total number of hours worked in accordance with such schedule by the number of weeks covered thereby; provided that the number of hours so paid in any week shall not be less than 44.

(4) (a) Subject to the provisions of sub-clauses (3), (5), (6) and (7) of this clause, a driver or a conductor whose working time in any week exceeds 44 hours but does not exceed 46 hours shall for such working time be paid at not less than his hourly rate for each hour so worked.

(b) Notwithstanding anything to the contrary, whenever provision is made for overtime or differential rates of pay to be calculated for any number of hours at the rate of—

(i) "one and one-third times" the hourly rate, such payment for such overtime shall, in respect of each hour or part of an hour, be paid not less than one and one-third times the hourly rate payable to such employee in terms of clause 7;

(ii) "twice the hourly rate" such payment for such overtime shall in respect of each hour or part of an hour, be paid not less than twice the hourly rate payable to such employee in terms of clause 7.

(5) (a) A driver or conductor whose working time—

(i) exceeds 46 hours in any one week; or  
(ii) exceeds eight and one-half hours in any one day; or  
(iii) exceeds the provisions for spread-over contained in sub-clause (6) hereof;

shall, subject to sub-clause (4) (b), be paid one and one-third times his hourly rate for all excess time so worked.

(b) All overtime worked on different days in each pay week shall be totalled, and should the resulting total produce a part of an hour, such part shall be calculated as one hour; provided that where overtime calculated under any one of paragraphs (a) (i), (ii), or (iii) exceeds that calculated under any other of the said paragraphs, payment shall be made on the basis of the former and provided further that the overtime worked in any week by any driver or conductor shall not exceed 12 hours unless a state of emergency which would involve an interruption in the scheduled service shall require the working of overtime by any driver or conductor in excess of this limitation.

Any such excess overtime shall be reported by the agent of the Council at its next meeting.

(c) Subject to sub-clause (4) (b), a driver or conductor whose working time on any one day begins within eight hours of the termination of his working time on the previous day shall for all time worked within such eight hours be paid at the rate of twice his hourly rate; provided that a driver or conductor may on one day in each alternate week recommence work not less than six hours after termination of his working time on the previous day and be paid at the hourly rate.

(d) Subject to sub-clause (4) (b), a driver or conductor who works on the day which he is entitled to have off duty shall be paid twice his hourly rate for all hours so worked; provided that in no case shall he receive less than seven hours twenty minutes pay at twice his hourly rate.

(e) Subject to sub-clause (4) (b)—

(i) a shed employee on the running staff who works on the day which he is entitled to have off duty, shall be paid not less than twice his hourly rate payable in respect of the period ordinarily worked by him on a day other than the day which he is entitled to have off duty and for each hour or part of an hour worked on such day in excess of the ordinary working hours of a day shall be paid in addition at twice his hourly rate;

(ii) a shed employee on the maintenance staff who works on a Sunday shall be paid not less than twice his hourly rate

wat betaalbaar is ten opsigte van die tydperk wat hy ge-woonlik op 'n weekdag werk, en vir elke uur of gedeelte van 'n uur wat hy op sodanige Sondag langer werk as sy gewone werkure, moet hy daarbenewens twee maal sy uur-loon betaal word.

(f) Behoudens die bepalings van subklousule (4) (b)—

- (i) moet 'nloodswerknemer in die voertuigpersoneel wat meer as 44 uur in 'n bepaalde week werk of wat op 'n bepaalde dag, uitgesonderd die vry dag waarop hy geregtig is, langer as sy gewone werkure werk, betaal word teen een en 'n derde maal sy uurloon vir elke uur of gedeelte van 'n uur aldus gewerk;
- (ii) moet 'nloodswerknemer in die onderhoudspersoneel wat meer as 44 uur in 'n bepaalde week werk of wat op 'n bepaalde dag, uitgesonderd 'n Sondag, langer as sy gewone werkure werk, betaal word teen een en 'n derde maal sy uurloon vir elke uur of gedeelte van 'n uur aldus gewerk;
- (iii) mag 'nloodswerknemer nie toegelaat word of mag daar nie van hom vereis word—
  - (a) om meer as 44 gewone werkure in 'n bepaalde week te werk nie; of
  - (b) om vir langer as 9 gewone werkure op 'n bepaalde dag te werk nie; of
  - (c) om vir langer as 10 uur in 'n bepaalde week oortyd te werk nie.

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

(h) Wanneer 'n werkewer van 'n werknemer vereis om op sy vry dag op die werkewer se kantoor te wees in verband met sake wat uit sy diens ontstaan het, moet sodanige werknemer 'n bedrag wat gelyk is aan vier maal sy uurloon betaal word.

(i) 'n Bestuurder of kondukteur van wie daar vereis word om, benewens die werk wat hy volgens die diensrooster van daardie dag verrig, oortyd te werk, moet, behoudens die bepalings van subklousule (4) (b), vir minstens vir twee uur betaal word teen een en 'n derde maal sy uurloon; met dien verstande dat daar 'n onderbreking moet wees tussen sy roosterdiens en die oortyddiens.

(j) *Toelating vir reistyd en inbetalingstyd.*—(i) 'n Bestuurder of kondukteur wat onderbroke skofte werk en van wie daar op 'n bepaalde dag vereis word om binne een uur sy pligte te hervat op 'n plek wat meer as een myl is van die plek waar hy die vorige gedeelte van sy skof beëindig het, is geregtig op reistyd, as sodanige tyd nie in sy diensrooster ingesluit is nie, en sodanige reistyd moet dié wees van busse, en hy moet vir sodanige tyd betaal word teen sy uurloon en sodanige bedrag moet elke week by sy loon gevoeg word.

(ii) Daar moet by die werktyd van die kondukteur 20 minute bygetel word as tyd wat toegelaat word vir inbetalings, die verkryging en nagaan van uitrusting, ens., as sodanige tyd nie in sy diensrooster ingesluit is nie.

(6) *Werkdagverspreiding.*—Die daagliks werkure moet voltooi word binne 'n werkdagverspreiding—

(1) vanaf Maandae tot Vrydae, van—

- (a) 9 uur ten opsigte van hoogstens 60 persent van die diensrooster;
- (b) 10 uur ten opsigte van hoogstens 20 persent van die diensrooster; en
- (c) 12 uur ten opsigte van hoogstens 20 persent van die diensrooster;

(2) op Saterdae, Sondae en die vakansiedae met betaling, soos genoem in klosule 10 (6), van—

- (a) 9 uur ten opsigte van hoogstens 60 persent van die diensrooster; en
- (b) 10 uur ten opsigte van hoogstens 40 persent van die diensrooster.

(7) *Werkbeurt.*

(a) *Bestuurders en kondukteurs*—

- (1) 'n Pouse van minder as 30 minute in die werkbeurt van 'n bepaalde dag moet by die werktyd getel word.
- (2) Geen skof mag voorsiening vir meer as  $5\frac{1}{2}$  uur onafgebroke werk sonder 'n etenspouse of 'n ruspose van minstens 15 minute maak nie.
- (3) Geen skof mag meer as twee onbetaalde pouses insluit nie.
- (4) Die pouses in paragrawe (1) en (2) van hierdie subklousule genoem, word as deel van die werkure vir 'n bepaalde dag getel.

(b) *Loodswerknemers.*—Daar mag van geenloodswerknemer vereis word om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie; met dien verstande dat, by die toepassing van hierdie paragraaf, werktydperke wat onderbreek word deur 'n pouse van minder as een uur, geag word aaneenlopend te wees.

(8) Ondanks die bepalings van hierdie klosule—

payable in respect of the period ordinarily worked by him on a week day, and for each hour or part of an hour worked by him on such a Sunday in excess of his ordinary working hours shall be paid in addition at twice his hourly rate.

(f) Subject to sub-clause (4) (b)—

- (i) a shed employee on the running staff who works in excess of 44 hours in any one week or in excess of his ordinary working hours in any one day other than the day which he is entitled to have off duty, shall be paid at one and one-third times his hourly rate for every hour or part of an hour so worked;
- (ii) a shed employee on the maintenance staff who works in excess of 44 hours in any one week or in excess of his ordinary working hours in any one day other than a Sunday, shall be paid one and one-third times his hourly rate for every hour or part of an hour so worked;
- (iii) no shed employee shall be required or permitted—
  - (a) to work for more than 44 ordinary working hours in any one week; or
  - (b) to work for more than nine ordinary working hours in any one day; or
  - (c) to work overtime for more than 10 hours in any one week.

(g) No employee who has to attend Court to give evidence in regard to any happening of 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 times his hourly rate irrespective of the time involved in each daily attendance.

(h) An employee who is required by his employer on any matter arising out of his duties to attend at the office of his employer on his day off duty, shall be paid an amount equal to four times his hourly rate.

(i) A driver or conductor who is called upon to work overtime over and above the scheduled duty which he has worked or will work on that day, shall, subject to sub-clause (4) (b), be paid a minimum of two (2) hours at one and one-third times his hourly rate; provided that there is a break between his scheduled duty and the overtime duty.

(j) *Travelling Time and Paying-in Time Allowance.*—(i) A driver or conductor on broken shifts, who in any one day is required to recommence his duties within one hour at a place designated more than one mile from his previous finishing point shall, if such time is not included in his duty schedule, be entitled to travelling time, such travelling time to be that of omnibuses, and shall be paid for such time at his hourly rate, and such amount shall be added to his wages each week.

(ii) To the working time of a conductor shall be added 20 minutes as time allowances for paying-in time, drawing and checking equipment, etc., if such time is not included in his duty schedule.

(6) *Spread-over.*—The daily hours of work shall be completed within a spread-over, in the case of not more than—

(1) from Mondays to Fridays—

- (a) 60 per cent of the duty schedule: 9 hours;
- (b) 20 per cent of the duty schedule: 10 hours;
- (c) 20 per cent of the duty schedule: 12 hours;

(2) on Saturdays, Sundays and on paid holidays as referred to in clause 10 (6)—

- (a) 60 per cent of the duty schedule: 9 hours and
- (b) 40 per cent of the duty schedule: 10 hours.

(7) *Spell of Duty.*

(a) *Drivers and Conductors*—

- (1) Any break in the spell of duty less than 30 minutes in any one day shall be added to the working time.
- (2) No shift shall provide for more than five and one-half hours' continuous work without a meal break or rest period of not less than 15 minutes.
- (3) No shift shall include more than two unpaid breaks.
- (4) The breaks mentioned in paragraphs (1) and (2) of this sub-clause shall be calculated as part of the working hours for any one day.

(b) *Shed Employees.*—No shed employee shall be required to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided that for the purpose of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(8) Notwithstanding the provisions of this clause—

- (i) mag geen vroulike werknemer toegelaat word of mag daar nie van haar vereis word om—
  - (a) tussen sesuur nm. en sesuur vm. te werk nie; of
  - (b) ná eenuur nm. op meer as vyf dae in 'n week te werk nie;
- (ii) mag geen vroulike werknemer toegelaat word of mag daar nie van haar vereis word om oortyd te werk nie—
  - (a) vir langer as twee uur op 'n dag;
  - (b) op meer as drie agtereenvolgende dae;
  - (c) op meer as 60 dae in 'n jaar;
  - (d) na voltooiing van haar gewone werkure, vir langer as een uur op 'n dag tensy—
    - (i) sy vóór die middag daarvan in kennis gestel is; of
    - (ii) sy van 'n toereikende ete voorsien is voordat sy met die oortydwerk moet begin; of
    - (iii) 'n toelae van 15c betyds betaal is om haar in staat te stel om 'n ete te nuttig voordat sy met die oortydwerk moet begin.

#### 9. BETALING VAN VERDIENSTE.

(1) (a) Behoudens andersluidende bepalings, moet 'n bedrag wat aan 'n werknemer verskuldig is ingevolge die bepalings van hierdie Ooreenkoms, weekliks, of by diensbeëindiging as dit vóór die gewone betaaldag van die werknemer plaasvind, in kontant betaal word.

(b) Lone, verdienste en alle ander besoldiging wat verskuldig is, moet aan die werknemers oorhandig word in koeverte waarop die naam van die werkewer en die werknemer, die getal ure gewerk, die bedrae afgetrek, en die datum van betaling gemeld word, of aftrekstrokies met genoemde inligting moet by die gemelde bedrae ingesluit word.

(2) Daar mag van geen werknemer vereis word om, as deel van sy dienskontrak, by sy werkewer of op 'n plek deur die werkewer aangewys, te eet of in te woon of om goedere van die werkewer te koop nie.

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

(4) 'n Werknemer mag geen boetes opgelê word nie en geen bedrae van watter aard ook al, uitgesonderdié hieronder genoem, mag van 'n werknemer se loon afgetrek word nie:—

- (a) Van die weekloon van 'n werknemer wat, sonder dat die werkewer hom daartoe gelas het, op 'n bepaalde dag nie die hele werktyd wat vir daardie dag aan hom toegewys is, werk nie, mag 'n werkewer een uur se loon aftrek vir elke voltooide uur wat sodanige werknemer nie gewerk het nie; met dien verstande dat, in die geval van 'n werknemer wat hom op 'n dag laat vir diens aanmeld, as gevolg waarvan hy sy toegewese skof vir daardie dag mis, die werkewer die verskil tussen so 'n werknemer se loon, teen die voorgeskrewe uurloon, vir die getal ure wat hy werklik gewerk het en sy loon vir die getal ure van sodanige skof, van sy weekloon mag aftrek.
- (b) Met die skriftelike toestemming van die werknemer, mag daar bedrae vir vakansie-, siekte-, versekerings-, voorsorgs-, en pensioenfondse afgetrek word.
- (c) Enige ander bedrae waaroor daar onderling skriftelik ooreengekom mag word tussen die Vakvereniging, die werknemer en die betrokke werkewer, uitgesonderdié bydraes tot 'n ongeregistreerde organisasie van werknemers van die aard van 'n vakvereniging mag afgetrek word.
- (d) Bydraes wat vereis word by paragraaf (c) van klousule 4 mag afgetrek word.
- (e) Met die skriftelike toestemming van die werknemer, mag bedrae vir die ledegeld van 'n vakvereniging afgetrek word.

#### 10. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) Daar moet vir elke jaar diens by dieselfde werkewer aan elke werknemer afwesigheidsverlof met volle besoldiging op die volgende grondslag toegestaan word:—

- (a) Vir elkeen van die eerste 10 jaar diens: 18 werkdae.
- (b) Vir elkeen van die 11de tot en met die 19de jaar diens, afgesien daarvan of sodanige verlof vóór of ná die verstryking van elke sodanige jaar toegestaan word; 24 werkdae.
- (c) Vir die 20ste jaar diens en vir elke jaar diens daarna, afgesien daarvan of sodanige verlof vóór of ná die verstryking van elke sodanige jaar toegestaan word—
  - (i) in die geval van bestuurders en kondukteurs: 30 werkdae;
  - (ii) in die geval van alle ander werknemers: 24 werkdae.

(2) Vir die doeleindes van jaarlike verlof, word die diens van 'n werknemer geag te begin op die datum waarop sodanige werknemer by sy werkewer in diens getree het of in diens tree.

(3) 'n Werkewer mag nie, in plaas van die jaarlike verlof waarop 'n werknemer geregtig is of geregtig sal word, sodanige werknemer daarvoor betaal nie, en geen werknemer mag sodanige betaling aanneem nie.

(4) Die werkewer stel die tyd vas wanneer die jaarlike verlof aan 'n werknemer toegestaan moet word, maar as hy nie die werknemer se verlof reeds op 'n vroeër datum toegestaan het nie, moet sodanige verlof binne drie maande na afloop van sy jaar diens toegestaan word.

- (i) no employee who is a female, shall be required or permitted to work—
  - (a) between six o'clock p.m. and six o'clock a.m.; or
  - (b) after one o'clock p.m. on more than five days in any week;
- (ii) no employee who is a female, shall be required or permitted to work overtime—
  - (a) for more than two hours on any day;
  - (b) on more than three consecutive days;
  - (c) on more than 60 days in any year;
  - (d) after completion of her ordinary working hours for more than one hour on any day unless she has been—
    - (i) given notice thereof before midday; or
    - (ii) provided with an adequate meal before she has to commence overtime; or
    - (iii) paid an allowance of 15 cents in sufficient time to enable her to obtain a meal before the overtime is due to commence.

#### 9. PAYMENT OF EARNINGS.

(1). (a) Except where otherwise provided, any amount due to an employee in terms of this Agreement shall be paid in cash weekly or on termination of service if this takes place before the ordinary pay day of the employee.

(b) Wages, earnings and all other remuneration due shall be handed to employees in envelopes or accompanied by a deduction slip bearing the name of the employer and employee, number of hours worked, and showing any deductions which may have been made, and date of payment.

(2) No employee shall be required, as part of his contract of service to board or lodge with his employer or at any place nominated by him, or to purchase any goods from him.

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

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

- (a) Any employer may deduct from the weekly wage of an employee, who, except on the employer's instruction, does not work on any day the whole of the working time assigned to him for that day, one hour's wage for each completed hour of such time not worked; provided that the employer may deduct from the weekly wages of any employee who, through arriving late for duty on any day misses his allotted shift for that day, the difference between his wage at the prescribed hourly wage for the number of hours actually worked and for the number of hours of such shift.
- (b) With the written consent of the employee deductions may be made for holiday, sick, insurance, provident or pension funds.
- (c) Any other deductions that may be mutually agreed in writing between the union, the employee and the employer concerned, excluding contributions to any unregistered organisation of employees of the nature of a trade union.
- (d) Deductions as required by paragraph (c) of clause 4.
- (e) With the written consent of the employee deductions for subscriptions to the trade union.

#### 10. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) Every employee shall be granted leave of absence on full pay for 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 19th year of service (both inclusive), whether such leave be granted before or after the expiration of each such year: 24 working days.
- (c) For the 20th year of service and for each year of service thereafter whether such leave be granted before or after the expiration of each such year;
  - (i) in the case of drivers and conductors: 30 working days;
  - (ii) all other employees: 24 working days.

(2) For the purpose of annual leave the service of an employee shall be deemed to begin from the date on which such employee entered or enters the employ of his employer.

(3) No employer shall make and no employee shall accept any payment in lieu of annual leave due or to become due to any employee.

(4) The employer shall fix the time when an employee's annual leave shall be given, but if he shall not have granted to the employee the period of leave at an earlier date, such leave shall be granted within three months after the termination of his year of employment.

(5) (a) 'n Werknemer wat in enige jaar deur dieselfde werkgewer in diens geneem is vir 'n tydperk van minder as 12 maande, moet by die beëindiging van sy diens, in plaas van verlof, vir elke voltooi maand van sodanige diens minstens sy uurloon vir 'n dag en 'n half van sewe en 'n derde werkure ten opsigte van subklousule (1) (a) van hierdie klousule betaal word; vir twee dae van sewe en 'n derde werkure ten opsigte van subklousules (1) (b) en (1) (c) (ii) van hierdie klousule, en vir twee en 'n half dae van sewe en 'n derde uur ten opsigte van subklousule (1) (c) (i) van hierdie klousule; met dien verstande dat 'n werkgewer nie verplig is om sodanige bedrae ingevolge hierdie klousule aan 'n werknemer met minder as 12 maande aaneenlopende diens te betaal nie as sodanige werknemer sy diens verlaat sonder om vir die toepaslike termyn kennis te gee van sy diensbeëindiging en sonder om gedurende sodanige kennisgewingstermyn te gewerk het, tensy sodanige werknemer, deur versuim om kennis te gee of om gedurende sodanige termyn te werk, volgens wet daarop geregtig was om aldus op te tree.

(b) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof wat by subklousule (1) voorgeskryf word, en wie se dienskontrak eindig voordat die verlof toegestaan is, moet by sodanige beëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan was.

(6) Alle werknemers wat nie op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Republiekdag, Krugerdag, Geloftedag of Kersdag werk nie, moet ten opsigte van elke sodanige dag teen hul gewone lone vir sewe uur en 20 minute betaal word. Werknemers wat op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Republiekdag, Krugerdag, Geloftedag of Kersdag werk, moet, vir die tyd wat hulle op enige sodanige dag gewerk het, behoudens die bepalings van klousules 8 (4) (a) en 9 (4) (a) van hierdie Ooreenkoms, minstens twee maal hul uurloon met 'n minimum van 14 uur en 40 minute se loon betaal word vir elke sodanige dag teen hul gewone uurloon; met dien verstande dat—

- (a) indien 'n vakansiedag met betaling binne die jaarlike verloftydperk van 'n bestuurder, kondukteur ofloodswerknemer in die voertuigpersoneel val, 'n addisionele dag van sewe en een derde uur se besoldiging betaal moet word en sodanige werknemer sy werk moet vervat na voltooiing van die jaarlike verlof wat hom ingevolge die bepalings van subklousule (1) (a), (b) en (c) van hierdie klousule toekom;
- (b) indien 'n vakansiedag met betaling binne die jaarlike verloftydperk van 'n loodswerknemer in die onderhoudspersoneel val, sodanige vakansiedag by die verlof wat in subklousule (1) (a), (b) en (c) van hierdie klousule voorgeskryf word, gevog moet word as 'n verdere tydperk van afwesigheidsverlof met volle besoldiging.

(7) Ondanks die omskrywing van die woord „diens“ in klousule 3, word die woord „diens“ in hierdie klousule geag enige tydperk in te sluit ten opsigte waarvan 'n werkgewer ooreenkomsdig subklousule (1) van klousule 13 'n werknemer betaal in plaas daarvan om hom kennis te gee en ook enige tydperk of tydperke waarin 'n werknemer afwesig is—

- (a) met verlof ooreenkomsdig die bepalings van subklousule (1);
- (b) op las of op versoek van sy werkgewer;
- (c) terwyl hy militêre opleiding ondergaan.

## 11. UNIFORMS, UITRUSTING EN GEREEDSKAP.

(1) Bestuurders en kondukteurs moet op onderstaande grondslae van uniforms voorsien word:—

- (a) Een uniform wanneer hy by die werkgewer in diens tree en een uniform vier maande later.
- (b) Een uniform 12 maande na die tweede uniform in paragraaf (a) hierbo genoem, en 'n ander uniform elke nege maande daarna.
- (c) Alle uniforms bly die eiendom van die werkgewer.
- (2) Bestuurders en kondukteurs is elke drie jaar geregtig op een warmjas of een uitgevoerde reënjas.
- (3) Bestuurders en kondukteurs is elke jaar geregtig op twee kakkiehemde, elkeen met twee los bordjies, en een swart das, en hierdie artikels moet, behoudens die bepalings van subklousule (6), gedurende die eerste week in November elke jaar uitgereik word.
- (4) Bestuurders en kondukteurs is elke drie jaar geregtig op een leergordel wat een en 'n half duim breed is.
- (5) Bestuurders is elke drie jaar geregtig op een sonbril.
- (6) Ondanks die bepalings van subklousule (3), moet hemde en 'n das op onderstaande grondslag aan nuwe werknemers uitgereik word:—

*Maand waarin hulle in diens geneem en die oorspronklike uniform uitgereik word.*

Januarie	November
Februarie	November
Maart	November
April	November
Mei	November
Junie	November
Julie	Desember
Augustus	Januarie (daaropvolgende jaar)
September	Februarie (daaropvolgende jaar)
Oktober	November (daaropvolgende jaar)
November	November (daaropvolgende jaar)
Desember	November (daaropvolgende jaar)

(5) (a) An employee who, in any year, is employed by one and the same employer for a period of less than 12 months shall, upon termination of his service, for each completed month of such service be paid in lieu of leave not less than his hourly wage for a day and one-half of a day of seven and one-third working hours in respect of sub-clause (1) (a) of this clause; for two days of seven and one-third working hours in respect of sub-clauses (1) (b) and (1) (c) (ii) of this clause, and two and one-half days of seven and one-third of an hour in respect of sub-clause (1) (c) (i) of this clause: Provided that an employer shall not be obliged to pay, in terms of this clause, such pay to an employee with less than 12 months continuous service who leaves his employment without having given, and worked during the period of, the appropriate notice of termination of employment, unless in failing to give such notice or to work during such period he was acting within his legal rights.

(b) An employee who has become entitled to a period of leave prescribed in sub-clause (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

(6) All employees not working on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant or Christmas Day, shall be paid seven hours and twenty minutes pay at their ordinary rate for each such day. Employees who work on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant or Christmas Day, shall for the time they have worked on any such day be paid, subject to the provisions of clauses 8 (4) (b) and 9 (4) (a) of this Agreement, not less than twice their hourly rate within a minimum of 14 hours and 40 minutes pay for each such day at their ordinary hourly rates; provided that—

- (a) should any paid holiday fall within the period of annual leave of a driver, conductor or shed employee on the running staff, an additional day's pay of seven and one-third of an hour shall be paid, and such employee shall be required to resume work after the completion of annual leave due to such employee in terms of sub-clause (1) (a), (b) and (c) of this clause;
- (b) should any paid holiday fall within the period of annual leave of a shed employee on the maintenance staff, such holiday shall be added to the leave prescribed in sub-clause (1) (a), (b) and (c) of this clause as a further period of leave of absence on full pay.

(7) Notwithstanding the definition of the expression "service" in clause 3, the expression "service" in this clause shall be deemed to include any period in respect of which an employer in terms of sub-clause (1) of clause 13 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 sub-clause (1);
- (b) on the instruction or at the request of his employer;
- (c) undergoing military training.

## 11. UNIFORMS, EQUIPMENT AND TOOLS.

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

- (a) One uniform on entering into the service of the employer; one uniform four months after.
- (b) One uniform 12 months after the second one in paragraph (a) above, and a further uniform every nine months thereafter.
- (c) All uniforms shall remain the property of the employer.

(2) Drivers and conductors shall be entitled to one greatcoat or one lined raincoat every three years.

(3) Drivers and conductors shall be entitled to two khaki shirts, each with two detached collars, and one black tie each year, the issue of these articles (except as provided under sub-clause (6)) to take place during the first week in November of each year.

(4) Drivers and conductors shall be entitled to one leather belt, one and one-half inch wide, every three years.

(5) Drivers shall be entitled to one pair of sun glasses every three years.

(6) Notwithstanding anything contained in sub-clause (3) new employees will be issued with shirts and a tie on the following basis:—

Month of Engagement and Issue of Original Uniform.	Month of Issue of Shirts, Ties, etc.
January	November
February	November
March	November
April	November
May	November
June	November
July	November
August	December
September	January (following year)
October	February (following year)
November	November (following year)
December	November (following year)

(7) Loodswerknemers is geregtig op twee (2) oorpakke elke jaar en daarbenewens—

- (a) is batterybedieners geregtig op rubbervoorskote;
- (b) is skoonmakers geregtig op hoë laarse of kaparrangs wat vervang moet word wanneer hulle weens redelike slytasie nie meer dienlik is nie;
- (c) is arbeiders geregtig op kaparrangs wat vervang moet word wanneer hulle weens redelike slytasie nie meer dienlik is nie.

(8) 'n Werkewer moet oorjasse of waterdige mantels aan loodswerknemers verskaf wanneer genoemde werknemers aan slegte weer blootgestel word.

(9) 'n Werkewer moet alle loodswerknemers voorsien van sluitkaste vir hul klere.

#### 12. KERSFONDS.

(1) Met ingang van 1 Desember 1964 moet daar aan elke werknemer wat op die eerste dag van Desember in enige jaar in die diens van sy werkewer is, 'n bedrag betaal word wat gelyk is aan drie persent van die bruto verdienste wat hy uit sodanige diens verkry het gedurende die tydperk van 12 (twaalf) kalendermaande wat genoemde eerste dag van Desember onmiddellik voorafgegaan het.

(2) Die bedrag wat aldus verskuldig is, moet op die gewone betaaldag in die derde week van Desember betaal word.

(3) 'n Werknemer wat vóór 1 Desember in enige jaar bedank of uit die Bedryf ontslaan word, het geen aanspraak ten opsigte van hierdie Fonds nie.

(4) Die bepalings van klosule 12 (3) is nie op 'n werknemer wat weens swak gesondheid uit die Bedryf ontslaan word, van toepassing nie.

#### 13. DIENSBEEËINDIGING.

(1) 'n Werkewer of 'n werknemer wat die dienskontrak wil beëindig, moet, na die eerste twee weke diens, minstens een week vooraf kennis gee van sy voorneme om die kontrak te beëindig; of 'n werkewer of 'n werknemer mag die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, 'n bedrag minstens gelyk aan die weekloon wat die werknemer op die datum van sodanige beëindiging ontvang het, aan die werknemer te betaal, of aan die werkewer te betaal of te verbeur, na gelang van die geval; met dien verstaande dat hierdie bepalings nie die volgende raak nie:—

- (i) Die reg van 'n werkewer of sy werknemer om die kontrak om enige regsgeldige rede sonder kennisgewing te beëindig;
- (ii) 'n skriftelik ooreenkoms tussen 'n werkewer en sy werknemer waarin voorsiening gemaak word vir 'n langer kennisgewingtermyn, wat vir beide partye ewe lank moet wees, as dié voorgeskryf in hierdie klosule;
- (iii) 'n verbeuring of 'n boete wat by enige wet van toepassing is ten opsigte van 'n werknemer wat dros.

(2) Waar daar 'n ooreenkoms ooreenkombig die tweede voorbehoudbepaling van subklosule (1) bestaan, moet die betaling of verbeuring in plaas van kennisgewing ooreenstem met die kennisgewingtermyn waaraan daar ooreengekom is.

(3) Die kennisgewingtermyn wat in subklosule (1) voorgeskryf word, loop vanaf die gewone betaaldag van die werknemer; met dien verstaande dat die kennisgewingtermyn nie mag saamval nie met, of kennis nie gegee mag word gedurende 'n werknemer se afwesigheid met verlof wat ooreenkombig die bepalings van klosule 10 toegestaan is of gedurende enige tydperk van militêre opleiding nie.

(4) Die diens van 'n werknemer wat nog nie langer as twee weke in diens is nie, mag deur hom of deur sy werkewer sonder kennisgewing beëindig word.

Namens die partye te Kaapstad onderteken op hede die 21ste dag van Desember 1964.

A. W. LIEFELDT,  
Voorsitter van die Raad.

J. R. MULLER,  
Ondervorsitter van die Raad.

R. A. GREGORY,  
Sekretaris van die Raad.

(7) Shed employees shall be entitled to two (2) overalls annually and in addition—

- (a) battery attendants shall be entitled to rubber aprons;
- (b) cleaners shall be entitled to wellingtons or clogs, which shall be replaced when they cease to be serviceable due to fair wear and tear;
- (c) labourers shall be entitled to clogs, which shall be replaced when they cease to be serviceable due to fair wear and tear.

(8) An employer shall provide overcoats or waterproofs to shed employees whenever said employees are exposed to the vagaries of weather.

(9) An employer shall provide clothing lockers for all shed employees.

#### 12. CHRISTMAS FUND.

(1) As from 1st December, 1964, every employee who is in the service of his employer at the first day of December in any year, shall be paid an amount equivalent to three per cent of his gross earnings from such service during the period of 12 (twelve) calendar months immediately preceding the said first day of December.

(2) Payment of the amount so due shall be made on the normal pay day in the third week of December.

(3) Any employee who resigns or is discharged from the Industry before the 1st December in any year, shall have no claim in respect of this Fund.

(4) The provisions of clause 12 (3) shall not apply to an employee who is discharged from the Industry on the grounds of ill-health.

#### 13. TERMINATION OF SERVICE.

(1) An employer or an employee who desires to terminate the contract of employment shall give, after the first two weeks of employment, not less than one week's notice of his intention to terminate the contract; or an employer or an employee may terminate the contract without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of such notice, not less than an amount equal to the weekly wage which the employee is receiving at the date of such termination: Provided that this shall not affect—

- (i) the right of an employer or his employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (iii) the operation of any forfeiture of penalties which by any law may be applicable in respect of an employee who deserts.

(2) Where there is an agreement in terms of the second proviso to sub-clause (1), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in sub-clause (1) shall run from the ordinary pay day of the employee: Provided that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 10 or during any period of military training.

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

Signed at Cape Town on behalf of the parties on this the 21st day of December, 1964.

A. W. LIEFELDT,  
Chairman of the Council.

J. R. MULLER,  
Vice-Chairman of the Council.

R. A. GREGORY,  
Secretary of the Council.

## DEPARTEMENT VAN ARBEID.

No. R.1346.]

[8 September, 1965.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941.

## PADPASSASIERSVERVOERBEDRYF, KAAP.

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 Padpassasiersvervoerbedryf, Kaap, gepubliseer by Goewermentskennisgewing No. R.1345 van 8 September 1965, oor die algemeen vir die werkemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereel word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

A. E. TROLLIP,  
Minister van Arbeid.

## DEPARTEMENT VAN ARBEID.

No. R.1347.]

[8 September 1965.

WET OP OORLOGSMAATREËLS, 1940.

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

## PADPASSASIERSVERVOERBEDRYF, KAAP.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie *vier* van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werkemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Padpassasiersvervoerbedryf (Kaap) wat by Goewermentskennisgewing No. R.1345 van 8 September 1965 gepubliseer is.

A. E. TROLLIP,  
Minister van Arbeid.

## DEPARTMENT OF LABOUR.

No. R.1346.]

[8th September, 1965.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

ROAD PASSENGER TRANSPORT INDUSTRY,  
CAPE.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended declare the provisions of the Agreement and notice relating to the Road Passenger Transport Industry, Cape, published under Government Notice No. R.1345 of the 8th September, 1965, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

A. E. TROLLIP,  
Minister of Labour.

## DEPARTMENT OF LABOUR.

No. R.1347.]

[8th September, 1965.

WAR MEASURES ACT, 1940.

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

ROAD PASSENGER TRANSPORT INDUSTRY,  
CAPE.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-regulation (1) of regulation *four* of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Road Passenger Transport Industry (Cape), published under Government Notice No. R.1345 of the 8th September, 1965.

A. E. TROLLIP,  
Minister of Labour.

**Departement van Arbeid.****GOEWERMENTSKENNESGEWINGS**

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