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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 478 30 Maart 1973

WET OP NYWERHEIDSVERSOENING, 1956

VERVOERBEDRYF—NIE-BLANKE PASSASIERE, DURBAN.—HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Vervoerbedryf—Nie-Blanke Passasiers betrekking het, met ingang van 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 vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (6) (k), 16, 17 (1), 23, 24, 25, 27 en 28, met ingang van 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 landdrostdistrik Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrostdistrik Umlazi geval het); en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (6) (k), 16, 17 (1), 23, 24, 25, 27 en 28, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die gebied gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 478 30 March 1973

INDUSTRIAL CONCILIATION ACT, 1956

NON-EUROPEAN PASSENGER TRANSPORTATION TRADE, DURBAN.—MAIN AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Non-European Passenger Transportation Trade, shall be binding, with effect 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' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (6) (k), 16, 17 (1), 23, 24, 25, 27 and 28, shall be binding, with effect 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 Trade in the Magisterial District of Durban (excluding that portion which prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi); and

(c) in terms of section 48 (3) (a) of the said Act, declare that, in the area specified in paragraph (b) of this notice and with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (6) (k), 16, 17 (1), 23, 24, 25, 27 and 28 shall *mutatis mutandis* be binding upon

genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE VERVOERBEDRYF— NIE-BLANKE PASSASIERE, DURBAN

OOREENKOMS

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

Bus Owners' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Natal Passenger Transport Employees' Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Vervoerbedryf—Nie-Blanke Passasiers, Durban.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die landdrosdistrik Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskenningsgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het) nagekom word deur alle werkgewers wat lede is van die werkgewersorganisasie en by die Padpassasiersvervoerbedryf betrokke is, en deur alle werknemers van sodanige werkgewers wat lede is van die vakvereniging en in dié Bedryf werksaam is.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs op dié werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag vaststel en bly van krag vir drie jaar of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukings wat in hierdie Ooreenkoms gebrui is in die Wet op Nywerheidsversoenings, 1956, omskryf word dieselfde betekenis as in genoemde Wet, en waar daar van genoemde Wet melding gemaak word, word ook alle wysigings daarvan en alle regulasies daarkragtens opgestel, bedoel; en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die enkelvoud aandui, ook die meervoud bedoel, en omgekeerd, en word daar met woorde wat die manlike geslag aandui, ook vroue bedoel en word daar met woorde wat persone aandui, ook korporasies bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoenings, 1956;

"gebied" die landdrosdistrik Durban;

"ambagsman" 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman gedoen word, en vir dié toepassing van hierdie woordeskrif beteken die uitdrukking "geskoolde ambagsman" 'n persoon wat sy leeryd uitgedien het in 'n ambag wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees of wat in besit is van 'n bekwaamheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ooreenkomstig artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of van 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ooreenkomstig of artikel 2 (7) of artikel 7 (3) van genoemde Wet;

"bus" 'n kragaangetrewe voertuig wat bedoel is om meer as sewe persone, met inbegrip van die drywer van die voertuig, gelyktydig te vervoer;

"busdrywer" 'n werknemer wat 'n bus dryf en wat daarbenevens die werk van 'n kondukteur kan verrig en onderweg klein herstel- of verstelwerkies aan die bus kan doen;

"los werknemer" 'n werknemer wat vir hoogstens drie dae in 'n bepaalde week en vir hoogstens agt uur per dag by dieselfde werkgewer in diens is;

"nasiener" 'n werknemer wat by eindpunte of tussenhaltes langs 'n roete die geleibrief kontroleer of 'n register hou van die getal passasiers aan boord of van die aankoms- en vertrektye van busse;

all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE NON-EUROPEAN PASSENGER TRANSPORTATION TRADE, DURBAN

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between the

Bus Owners' Association

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

Natal Passenger Transport Employees' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being parties to the Industrial Council for the Non-European Passenger Transportation Trade, Durban.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial District of Durban (excluding that portion which prior to the publication of Government Notice 1401 of 16 August 1968 fell within the Magisterial District of Umlazi) by all employers who are members of the employers' organisation and who are engaged in the Road Passenger Transportation Trade, and by all employees of such employers who are members of the trade union and are employed in the said Trade.

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour, in terms of section 48 of the Act, and shall remain in force for a period of three years or for such period as may be determined by him.

3. DEFINITIONS

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to that Act shall include any amendments thereto and any regulations made thereunder, and unless the contrary intention appears, words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include females, and words importing persons shall include corporations; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"Area" means the Magisterial District of Durban;

"Artisan" means an employee who is engaged in work normally performed by a skilled artisan, and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

"bus" means a power-driven vehicle intended to carry more than seven persons simultaneously, including the driver of the vehicle;

"bus driver" means an employee who is engaged in driving a bus and who may in addition do the work of a conductor, and make minor repairs or adjustments to the bus while on the road;

"casual employee" means an employee who is engaged by the same employer for not more than three days in any one week, and not more than eight hours per day;

"checker" means an employee who at termini or at intermediate points along a route checks the waybill or keeps a register of the numbers of passengers on board or the times and arrivals and departures of buses;

"klerk" 'n werknemer wat skryf-, tik-, liasseer- of enige ander vorm van klerklike werk verrig, en omvat dit ook 'n kassier, magasynman, operateur van 'n optel- of rekenmasjien, telefoon-operateur en werknemer wat buskaartjies aan busdrywers of kondukteurs uitreik, maar nie ook 'n ander klas werknemer wat elders in hierdie klousule omskryf word nie, alhoewel klerklike werk wel 'n deel van sodanige werknemer se pligte kan uitmaak;

"klerk, gekwalifiseer," 'n klerk met minstens vier jaar ondervinding;

"klerk, ongekwalifiseer," 'n klerk met minder as vier jaar ondervinding;

"kondukteur" 'n werknemer wat aan die werkgewer verantwoordelik is vir die invordering van reisegeld op die bus;

"Raad" die Nywerheidsraad vir die Vervoerbedryf—Nie-Blanke Passasiers, Durban;

"dag," met betrekking tot vervoerpersoneel, 'n tydperk van 24 agtereenvolgende ure, bereken vanaf die tyd waarop die werknemer begin werk;

"afsender" 'n werknemer wat by die eind- of vertrekpunte daarvoor sorg dat die busse volgens rooster vertrek;

"noodwerk" werk wat vanweë onvoorsiene omstandighede, soos 'n brand, storm, ongeluk, epidemie, geweldpleging, diefstal of die onklaarraking van 'n bus, onverwyld verrig moet word, en ook werk wat gedoen moet word as gevolg van die ontwrigting van die spoorwegdiens of die vertraging van treine van die Suid-Afrikaanse Spoorweë en Hawens;

"bedryfsinrigting" 'n perseel waar of in verband waarmee een of meer werknemers in die Vervoerbedryf—Nie-Blanke Passasiers werksaam is;

"ondervinding" beteken ten opsigte van 'n klerk die totale tydperk of tydperke wat 'n werknemer as 'n klerk werksaam was in enige bedryf of in die diens van die Staat;

"faktotum" 'n werknemer wat klein herstel- of verstelwerkies aan masjinerie, uitrusting of busse verrig;

"werkure" ook—

(a) alle tydperke wat 'n werknemer verplig is om op sy pos te bly en hom gereed te hou om met sy werk te begin of daarmee voort te gaan;

(b) alle tyd wat die busdrywer bestee aan werk in verband met die voertuig of sy vrug;

maar omvat dit nie 'n etenspouse soos in klousule 6 voorgeskryf of 'n tydperk ten opsigte waarvan 'n verblyfstoeleel ingevolge klousule 4 (5) aan 'n werknemer betaalbaar is nie, indien die werknemer gedurende sodanige pouse of tydperk geen ander werk doen nie as om toesig oor die voertuig te hou;

"inspekteur" 'n werknemer wat deur die werkgewer aangestel is om toesig te hou oor die werking van sy busse en die werk van die vervoerpersoneel;

"arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Die bande van busse vir foute ondersoek en/of lugdruk kontroleer;

(b) busse olie of smeer en/of olie vervang;

(c) bande afhaal en/of aansit, lekplekke regmaak en kleppe aansit;

(d) bande hergroef, stoomlaaiboom bedien;

(e) busse van brandstof voorsien en daarvan boekhou; olie en water van busse nagaan of byvul;

(f) 'n kopieermasjien bedien;

(g) batterye opvul; vervang, skoonmaak, koppel of ontkoppel;

(h) 'n bus deur middel van 'n domkrag of hyser oplig of laat sak;

(i) 'n ambagsman help, uitgesonderd deur die onafhanklike gebruik van gereedskap; 'n poleermasjien bedien; tee of soortgelyke drank maak of bedien;

(j) artikels of goedere met die hand dra, verskuif, opstapel, oplaai of aflaai;

(k) persele, gerei en meubels skoonmaak of vloere en meubels met die hand poleer;

(l) busse skoonmaak en/of was;

(m) tuinwerk, d.w.s. plant, spit, skoffel, hark, saai, natlei en tuingrond uitsprei, heinings knip en snoei, bome of ander plante-groei uitspit of afkap;

(n) as of vullis verwyder;

(o) klip, kei, grond, sand of ander grondstowwe losmaak, uitgrawe, breek of uitsprei of slote, gate en fondamente grawe of opvul;

(p) asfalt met die hand met sand, gruis, klei of gebreekte klip meng of gemengde asfalt met 'n skopgraaf, hark, vork, kruiwa of blik uitsprei;

"tou-opsigter" 'n werknemer wat by buseindpunte hoofsaaklik diens doen deur passasiers te beheer voordat hulle die bus bestyg;

"clerk" means an employee who is engaged in writing, typing, filing or in any other form of clerical work and includes a cashier, a storeman, an operator of an adding or calculating machine, a telephone operator and an employee who issues bus tickets to bus drivers or conductors, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work;

"clerk, qualified," means a clerk who has had not less than four years' experience;

"clerk, unqualified," means a clerk who has had less than four years' experience;

"conductor" means an employee who is responsible to the employer for the collection of fares on the bus;

"Council" means the Industrial Council for the Non-European Passenger Transportation Trade, Durban;

"day," in relation to transport personnel, means the period of 24 consecutive hours calculated from the time the employee commences work;

"dispatcher" means an employee who at the points of termini or departure ensures that the buses leave according to the time-table;

"emergency work" means any work which, owing to unforeseen circumstances such as fire, storm, accidents, epidemics, act of violence, theft or a bus breakdown, must be done without delay and any work which must be done owing to a disruption of the rail service or the late running of trains of the South African Railways and Harbours;

"establishment" means any premises in or in connection with which one or more employees are employed in the Non-European Passenger Transportation Trade;

"experience" means, in relation to a clerk, a clerk; the total period or periods of employment which an employee has had as a clerk; in any trade or in the service of the State;

"handyman" means an employee who is engaged in making minor repairs or adjustments to machinery, equipment or buses;

"hours of work" includes—

(a) all periods during which an employee is obliged to remain at his post in readiness to commence or to continue his work;

(b) all time spent by the bus driver on work connected with the vehicle or its load;

but does not include any meal interval prescribed in clause 6 or any period in respect of which a subsistence allowance is payable to an employee in terms of clause 4 (5), if during such interval or period the employee does no work other than remaining in charge of the vehicle;

"inspector" means an employee appointed by the employer to supervise the operation of his buses and the work of the transport personnel;

"labourer" means an employee who is engaged in any one or more of the following operations:

(a) Examining tyres of buses for defects and/or controlling air pressure;

(b) oiling or greasing buses and/or changing oil;

(c) removing and/or fitting tyres, mending punctures and fitting valves;

(d) regrooving tyres, operating steam jenny;

(e) fuelling buses and maintaining records thereof; checking on or topping up of oil and water of buses;

(f) operating a duplicating machine;

(g) filling, replacing, cleaning, connecting or disconnecting batteries;

(h) raising or lowering a bus by means of a jack or a hoist;

(i) assisting an artisan other than by the independent use of tools; operating a polishing machine; making or serving tea or similar beverages;

(j) carrying, moving, stacking, loading and unloading articles or goods by hand;

(k) cleaning premises, utensils and furniture, or polishing floors and furniture by hand;

(l) cleaning and/or washing buses;

(m) garden work, i.e. planting, digging, weeding, raking, sewing, watering, and spreading garden soil; cutting and trimming hedges; digging out and felling trees or other vegetation;

(n) removing ashes or refuse;

(o) loosening, excavating, breaking or spreading stone, clay, soil, sand or other raw materials or digging or filling trenches, holes and foundations;

(p) mixing asphalt with sand, gravel, clay or crushed stones by hand, or spreading mixed asphalt, by means of shovel, rake, fork, wheelbarrow or can;

"queue marshal" means an employee who is mainly engaged at bus termini to keep control of the passengers before they board the bus;

"Padpassasiersvervoerbedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om persone, uitgesonderd Blanke persone, teen vergoeding oor 'n openbare pad te vervoer deur middel van 'n kragaangedrewe voertuig (uitgesonderd 'n voertuig wat in die besit is van of beheer word deur die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of 'n plaaslike bestuur) wat ontwerp is om meer as sewe persone, met inbegrip van die drywer, van sodanige voertuig, gelyktydig te vervoer, en omvat dit ook alle werksaamhede wat daarmee in verband staan en daaruit voortspruit;

"korttyd" 'n tydelike vermindering van die getal gewone werkers weens 'n bedryfslapte of onklaarraking van die bus waarop die werknemer werksaam is;

"spesiale rit" 'n rit wat elders heen onderneem word as met 'n roete waarvoor daar in die bedryfsinrigting se rooster voorsiening gemaak word en as gevolg waarvan 'n werknemer meer as nege agtereenvolgende ure van sodanige bedryfsinrigting weg moet wees;

"werkdagindeling" die tydperk op 'n bepaalde dag vanaf die tyd waarop 'n werknemer begin werk totdat hy uitskei vir daardie dag;

"magasynman" 'n werknemer wat algemene toesig het oor voorrade goedere wat ontvang word en wat daarvoor verantwoordelik is om goedere in 'n magasyn te ontvang, op te berg en in- of uit te pak of om goedere uit 'n magasyn te lewer aan die afdelings van 'n bedryfsinrigting waar sodanige goedere verbruik word;

"vervoerpersoneel" 'n afsender, inspekteur, busdrywer, kondukteur, nasiener en tou-opsigter;

"uniform" kledingstukke bestaande uit 'n baadjie, broek en pet, met inbegrip van 'n onderskeidingsteken;

"loon" die bedrag wat ingevolge klousule 4 van hierdie Ooreenkoms aan 'n werknemer betaalbaar is ten opsigte van sy gewone werke soos in klousule 6 van hierdie Ooreenkoms voorgeskryf: Met dien verstande dat indien 'n werkgewer sy werknemer ten opsigte van sodanige gewone werke gereeld 'n bedrag betaal wat hoër is as dié in klousule 4 voorgeskryf, dit sodanige hoër bedrag beteken;

"loonregister" die register wat die werkgewer ingevolge artikel 57 (1) van die Wet moet byhou;

"wag" 'n werknemer wat persele of ander eiendom bewaak of toegang tot 'n perseel beheer.

(2) Vir die toepassing van hierdie Ooreenkoms word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. LONE

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondervermelde klasse van sy werknemers moet betaal, is soos volg:

(a) Werknemers, uitgesonderd los werknemers:

	Per week R
Ambagsman.....	30,81
Busdrywer (met bemanning van meer as een).....	20,00
Busdrywer (een-man bemanning).....	21,00
Nasiener.....	12,81
Klerk, gekwalifiseer.....	20,00
Klerk, ongekwalifiseer—	
gedurende die eerste jaar ondervinding.....	11,25
gedurende die tweede jaar ondervinding.....	13,75
gedurende die derde jaar ondervinding.....	15,88
gedurende die vierde jaar ondervinding.....	17,38
Kondukteur.....	10,19
Afsender.....	18,31
Faktotum.....	18,31
Inspekteur.....	16,88
Arbeider.....	9,38
Tou-opsigter.....	12,50
Wag.....	10,31:

Met dien verstande dat indien 'n werknemer 'n bus dryf en daarenbovens ook die werk van 'n kondukteur op sodanige bus verrig, sy werkgewer sy gewone loon moet verhoog, en wel met minstens 33c, ten opsigte van iedere dag of deel van 'n dag waarop hy sodanige werk verrig.

(b) *Los werknemer*.—'n Los werknemer moet vir elke dag of deel van 'n dag waarop hy in diens is, minstens een vyfde van die weekloon betaal word wat voorgeskryf is vir 'n werknemer wat dieselfde klas werk verrig as dié wat van die los werknemer vereis word: Met dien verstande dat indien 'n werkgewer van 'n los werknemer vereis dat hy die werk van 'n klas werknemer verrig vir wie daar 'n stygende loonskaal voorgeskryf is, dié uitdrukking "weekloon" die weekloon beteken wat vir 'n gekwalifiseerde werknemer van daardie klas voorgeskryf is: Voorts met dien verstande dat indien die werkgewer van 'n los werknemer vereis dat hy vir 'n tydperk van hoogstens vier agtereenvolgende ure op 'n bepaalde dag werk, sy loon met hoogstens 50 persent verminder kan word.

"Road Passenger Transportation Trade" means the trade in which employers and employees are associated for the purpose of conveying for reward on any public road any persons, other than White persons, by means of a powerdriven vehicle (other than a vehicle in the possession of and controlled by the South African Railways and Harbours Administration or local authority) designed to carry more than seven persons simultaneously, including the driver of such vehicle, and includes all operations incidental thereto and consequent thereon;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade or a breakdown of the bus in which the employee is employed;

"special trip" means a trip undertaken other than on a route provided for in the time-table of the establishment and involving an employee in an absence of more than nine consecutive hours from such establishment;

"spreadover" means the period in any day from the time an employee commences work until he ceases work for that day;

"storeman" means an employee who is in general charge of stocks of incoming goods and who is responsible for receiving, storing, packing or unpacking goods in a store or delivering goods from a store to the consuming departments in an establishment;

"transport personnel" means a dispatcher, inspector, bus driver, conductor, checker and queue marshal;

"uniform" means articles of wearing apparel consisting of tunic, trousers and cap and shall include the identification badge;

"wage" means the amount of money payable to an employee in terms of clause 4 of this Agreement in respect of his ordinary hours of work as prescribed in clause 6 of this Agreement: Provided that if an employer regularly pays his employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, it means such higher amount;

"wages register" means the record required to be maintained by the employer in terms of section 57 (1) of the Act;

"watchman" means an employee who is engaged in guarding premises or other property or controlling access to premises.

(2) For the purpose of this Agreement an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

4. WAGES

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

(a) Employees other than casual employees:

	Per week R
Artisan.....	30,81
Bus driver (other than one man crew).....	20,00
Bus driver (one man crew).....	21,00
Checker.....	12,81
Clerk, qualified.....	20,00
Clerk, unqualified—	
during the first year of experience.....	11,25
during the second year of experience.....	13,75
during the third year of experience.....	15,88
during the fourth year of experience.....	17,38
Conductor.....	10,19
Dispatcher.....	18,31
Handyman.....	18,31
Inspector.....	16,88
Labourer.....	9,38
Queue marshal.....	12,50
Watchman.....	10,31:

Provided that where an employee, in addition to driving a bus also performs the work of a conductor on such bus, his employer shall increase his ordinary wage by not less than 33c in respect of any day or part of a day on which he performs such work.

(b) *Casual employee*.—A casual employee shall be paid in respect of every day or part of a day of employment not less than one-fifth of the weekly wage prescribed for an employee who performs the same class of work as the casual employee is required to do: Provided that, where an employer requires a casual employee to perform the work of a class of employee for whom a rising scale of wages is prescribed, the expression "weekly wage" shall mean the weekly wage prescribed for a qualified employee of that class: Provided further that where the employer requires a casual employee to work for a period of not more than four consecutive hours on any day, his wage may be reduced by not more than 50 per cent.

(2) *Kontrakbasis*.—Vir die toepassing van hierdie klousule berus die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag, en behoudens subklousule (5) van hierdie klousule en klousule 5 (6), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1), gelees met subklousule (3), vir 'n werknemer van sy klas voorgeskryf is, afgesien daarvan of hy in daardie week die maksimum getal gewone werkure wat ingevolge klousule 6 op hom van toepassing is of minder gewerk het.

(3) *Differensiële loon*.—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as een uur altesaam op 'n bepaalde dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor daar in subklousule (1) of—

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

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

voorgeskryf word, moet hy sodanige werknemer ten opsigte van daardie dag soos volg betaal:

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

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken teen dié kerf op die stygende skaal wat net hoër is as die loon wat die werknemer vir sy gewone werk ontvang het: Met dien verstande dat—

(aa) hierdie subklousule van toepassing is nie indien die verskil tussen klasse ingevolge subklousule (1) op leeftyd of ondervinding berus;

(bb) tensy uitdruklik anders bepaal in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer, niks in hierdie Ooreenkoms so vertolk mag word nie dat dit 'n werkgewer belet om van 'n werknemer te vereis dat hy werk van 'n ander klas verrig waarvoor dieselfde of 'n laer loon betaal word as dié wat vir sodanige werknemer voorgeskryf is.

(4) *Berekening van lone*.—(a) Die dagloon van 'n werknemer (uitgesonderd 'n los werknemer) is sy weekloon gedeel deur—

(i) vyf, in die geval van 'n werknemer wat vyf dae per week werk.

(ii) ses, in die geval van 'n werknemer wat ses dae per week werk.

(b) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.

(c) Die uurloon van 'n werknemer (uitgesonderd 'n los werknemer) is sy weekloon gedeel deur die getal gewone werkure wat hy gewoonlik in 'n week werk.

(5) *Verblyftoelae*.—Benewens ander besoldiging verskuldig aan 'n werknemer wat op 'n spesiale rit van sy werkgewer se bedryfsinrigting afwesig is, moet 'n werkgewer aan sodanige werknemer ten opsigte van enige tydperk van afwesigheid 'n verblyftoelae soos volg betaal:

(1) Aan sy busdrywer, kondukteur of ambagsman: 'n bedrag van 10c;

(2) aan alle ander werknemers: 'n bedrag van minstens 5c; vir elke volle uur van sodanige afwesigheid.

(6) Vir die toepassing van subklousule (5) word die tydperk van afwesigheid bereken vanaf die tyd waarop 'n werknemer sy werkgewer se bedryfsinrigting verlaat tot op die tyd waarop hy na die bedryfsinrigting terugkeer.

(7) Die toelae ingevolge subklousule (5) aan 'n werknemer betaalbaar, moet binne sewe dae na sodanige werknemer se terugkeer deur die werkgewer betaal word.

(8) Niks in hierdie Ooreenkoms vervat mag die uitwerking hê dat die loon wat voor die datum van inwerkingtreding daarvan aan 'n werknemer betaal is, daardeur verminder word nie.

5. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers*.—Behoudens klousules 4 (7) en 7 (4), moet alle bedrae wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, weekliks of, indien die werknemer daarmee akkoord gaan, maandeliks in kontant betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting of by diensbeëindiging, indien dit voor die gewone betaaldag geskied, en dit moet geplaas word in 'n koefert of houër waarop, of wat vergesel gaan van 'n staat waarop die volgende gemeld word:

(a) Die werkgewer se naam;

(b) die werknemer se naam, betaalstaatsnommer en beroep;

(c) die getal gewone ure deur die werknemer gewerk;

(d) die getal oortydure deur die werknemer gewerk;

(e) die werknemer se loon;

(f) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspuit;

(g) besonderhede van alle bedrae wat afgetrek is;

(2) *Basis of contract*.—For the purpose of this clause the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and save as provided in subclause (5) of this clause and clause 5 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with subclause (3) for an employee of his class, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 6 or less.

(3) *Differential wage*.—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any one day, either in addition to his own work or in substitution therefor, work of another class for which either—

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

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

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

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

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

(aa) the provisions of this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age or experience;

(bb) unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Calculation of wages*.—(a) The daily wage of an employee (other than a casual employee) shall be his weekly wage divided by—

(i) five, in the case of an employee who works a five-day week;

(ii) six, in the case of an employee who works a six-day week.

(b) The monthly wage of an employee shall be four and one-third times his weekly wage.

(c) The hourly wage of an employee (other than a casual employee) shall be his weekly wage divided by the number or ordinary hours of work which he ordinarily works in a week.

(5) *Subsistence allowance*.—In addition to any other remuneration due to an employee who is absent from his employer's establishment on a special trip, an employer shall pay such employee subsistence allowance in respect of any period of absence as follows:

(1) To the bus driver, conductor or artisan: an amount of 10c;

(2) to any other employee: an amount of not less than 5c; for every completed hour of such absence.

(6) For the purpose of subclause (5), the period of absence shall be calculated from the time an employee leaves his employer's establishment to the time he arrives back at that establishment.

(7) The allowance payable to an employee in terms of subclause (5) shall be paid by an employer within seven days of such employee's return.

(8) Nothing in this Agreement shall operate to reduce the wages which were being paid to an employee prior to the date of coming into operation of this Agreement.

5. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees*.—Save as provided in clauses 4 (7) and 7 (4), any amount due to an employee, other than a casual employee, shall be paid in cash weekly or, with the consent of the employee, monthly during the hours of work on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in an envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

(a) the employer's name;

(b) the employee's name or pay-roll number and occupation;

(c) the number of ordinary hours worked by the employee;

(d) the number of overtime hours worked by the employee;

(e) the employee's wage;

(f) the details of any other remuneration arising out of the employee's employment;

(g) the details of any deductions made;

(h) die werklike bedrag aan die werknemer betaal; en
(i) die tydperk ten opsigte waarvan betaling geskied;
en die koevert, houer of staat waarop hierdie besonderhede verskyn, word die eiendom van die werknemer.

(2) *Los werknemer*.—Die werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is, by diensbeëindiging in kontant aan hom betaal.

(3) *Premies*.—Die werkgever mag geen betaling, hetsy regstreeks of onregstreeks, vir die indiensneming of opleiding van 'n werknemer aanneem of aangebied word nie.

(4) *Aankoop van goedere*.—'n Werkgever mag nie van sy werknemer vereis om goedere van hom of van 'n winkel, plek of persoon deur hom aangewys, te koop nie.

(5) *Kos en inwoning*.—Behoudens die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om kos en/of inwoning van hom of van 'n persoon of plek deur hom aangewys, aan te neem nie.

(6) *Aftrekkings*.—'n Werkgever mag sy werknemer geen boetes ople of bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy wel die volgende kan aftrek:

(a) Met die skriftelike toestemming van die werknemer, 'n bedrag vir 'n vakansie-, siektetydstand-, versekerings-, spaar-, voorsorgs- of pensioenfonds;

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

(c) met die instemming van die werknemer, bedrae ten opsigte van skade wat die werkgever berokken is as gevolg van die erkende en/of bewese nalatigheid van die werknemer;

(d) behoudens goedkeuring deur die Raad, die waarde van uniforms wat aan hom uitgereik is en wat hy versuim om aan sy werkgever terug te besorg wanneer hy daarom versoek word;

(e) enige bedrag wat die werkgever regtens mag of moet aftrek;

(f) 'n bedrag gelyk aan die werknemer se dagloon ten opsigte van 'n ander openbare vakansiedag as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Republiekdag, waarop die werknemer op eie versoek toegelaat word om nie te werk nie;

(g) met die skriftelike toestemming van die werknemer, 'n bedrag wat 'n werkgever aan 'n munisipale raad of plaaslike owerheid betaal het as huurgeld vir 'n huis of vir huisvesting in 'n koshuis wat deur sodanige werknemer bewoon word in 'n lokasie of Bantoeoord wat deur sodanige raad of plaaslike owerheid beheer word;

(h) indien 'n werknemer daartoe instem of indien daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en/of inwoning van sy werkgever aan te neem, 'n bedrag van hoogstens die volgende:

	Per week	Per maand
	R	R
(i) Kos.....	0,40	1,73
(ii) Inwoning.....	0,20	0,87
(iii) Kos en inwoning.....	0,60	2,60;

(i) wanneer die werkure voorgeskryf in klousule 6 van hierdie Ooreenkoms weens korttyd ingekort word, 'n bedrag gelyk aan 'n werknemer (uitgesonderd 'n los werknemer) se uurloon ten opsigte van elke uur van sodanige inkorting: Met dien verstande dat—

(i) geen bedrag in die geval van korttyd wat uit 'n bedryfs-lapte voortspruit, afgetrek mag word nie tensy die werkgever sy werknemer op die vorige werkdag verwittig het van sy voorname om die gewone werkure in te kort; en

(ii) in die geval van korttyd veroorsaak deur die onklaar-raking van 'n bus of busse, geen bedrag afgetrek mag word ten opsigte van die eerste uur wat daar nie gewerk is nie, tensy die werkgever sy werknemer op die vorige dag verwittig het dat daar geen werk beskikbaar sal wees nie;

(j) bedrae ten opsigte van geld aan die Nywerheidsraad verskuldig;

(k) alle ander bedrae waarvoor die werknemer, werkgever en vakvereniging onderling ooreen mag kom.

6. WERKURE

(1) *Gewone werkure*.—'n Werkgever mag nie van 'n werknemer, uitgesonderd 'n los werknemer, vereis of hom toelaat om meer gewone werkure te werk nie as—

(a) in die geval van 'n lid van die vervoerpersoneel, 48 uur in 'n week van Sondag af tot en met Saterdag;

(h) the actual amount paid to the employee; and
(i) the period in respect of which payment is made;

and such envelope or container on which these particulars are shown or such statement shall become the property of the employee.

(2) *Casual employee*.—An employer shall pay the remuneration due to a casual employee in cash on termination of his employment.

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

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

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

(6) *Deductions*.—An employer shall not levy any fines against 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, other than on the instructions or at the request of the 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) deductions authorised by an employee in respect of damages occasioned to the employer by the admitted and/or proved negligence of the employee;

(d) subject to the consent of the Council, the value of uniforms issued to him which he fails to return to his employer when requested to do so;

(e) a deduction of any amount which an employer is legally permitted or required to make;

(f) a deduction of an amount equal to his daily wage in respect of any public holiday other than New Year's Day, Good Friday, Ascension Day, Day of the Covenant, Christmas Day or Republic Day, on which the employee, at his own request, is permitted not to work;

(g) with the written consent of his employee, a deduction of any amount which an employer has paid to any municipal council or local authority in respect of rent of any house or accommodation in any hostel occupied by such employee in a location or Bantu village under the control of such council or local authority;

(h) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amounts specified hereunder:

	Per week	Per month
	R	R
(i) Board.....	0,40	1,73
(ii) Lodging.....	0,20	0,87
(iii) Board and lodging.....	0,60	2,60;

(i) whenever the hours of work prescribed in clause 6 of this Agreement are reduced on account of short-time, a deduction equal to the amount of the hourly wage of an employee (other than a casual employee) in respect of each hour of such reduction: Provided that—

(i) no deduction shall be made in the case of short-time arising out of slackness of trade unless the employer has given his employee notice on the previous work-day of his intention to reduce the ordinary hours of work;

(ii) in the case of short-time owing to the breakdown of a bus or buses, no deduction shall be made in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

(j) deductions in respect of any money due to the Industrial Council;

(k) any other deductions that may be mutually agreed upon between the employee, employer and trade union.

6. HOURS OF WORK

(1) *Ordinary hours of work*.—An employer shall not require or permit an employee, other than a casual employee, to work more ordinary hours of work than—

(a) in the case of a member of the transport personnel, 48 hours in any week from Sunday to Saturday inclusive;

(b) in die geval van enige ander werknemer—

(i) indien hy ses dae per week werk—

(aa) ses-en-veertig in 'n week van Maandag af tot en met Saterdag; en

(bb) behoudens subparagraaf (aa) hiervan, agt uur op 'n dag, tensy daar op een dag hoogstens vyf uur gewerk word, en in so 'n geval kan die ure op enigeen van die ander dae tot agt en 'n half verleng word;

(ii) indien hy vyf dae per week werk—

(aa) ses-en-veertig in 'n week van Maandag af tot en met Vrydag; en

(bb) behoudens subparagraaf (aa) hiervan, nege en 'n kwart op 'n dag.

(2) 'n Werkgewer mag nie van 'n los werknemer vereis of hom toelaat om meer as agt gewone werkure op een dag te werk nie.

(3) *Etenspouses*.—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van hom vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse word nie geag deel van die gewone werkure of oortydure uit te maak nie: Met dien verstande dat—

(a) werktidperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(b) behalwe in die geval van vervoerpersoneel, indien sodanige pouse langer as een uur duur, alle tyd wat een en 'n kwartuur te bowe gaan, geag word deel te wees van die tyd gewerk;

(c) 'n busdrywer wat gedurende sodanige pouse geen ander werk doen nie as om toesig oor die bus te hou, vir die toepassing van hierdie subklousule geag word gedurende sodanige pouse nie te gewerk het nie;

(d) 'n werkgewer met sy werknemer ooreen kan kom om sodanige etenspouse in te kort tot minstens 'n halfuur; en indien dit geskied, en nadat die werkgewer 'n verklaring in diër voege by die Nywerheidsraad ingedien het, die pouse aldus ingekort kan word;

(e) as sodanige pouse in die geval van 'n werknemer wie se werk uitsluitlik of hoofsaaklik uit die skoonmaak van persele of busse bestaan, langer as drie uur duur, alle tyd wat drie uur te bowe gaan, geag word deel van die gewone werkure te wees.

(4) *Ruspouses*.—'n Werkgewer moet aan elkeen van sy werknemers vir wie 'n week van 46 uur voorgeskryf word, 'n ruspouse van minstens 10 minute so na as moontlik aan die middel van elke oggend- en namiddagskof toestaan, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis, of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse word geag deel uit te maak van die gewone werkure van sodanige werknemer.

(5) *Weeklikse diensvrye dag*.—'n Werkgewer moet aan elkeen van sy werknemers gedurende elke sewe (7) agtereenvolgende dae een volle dag diensvry gee: Met dien verstande dat 'n werkgewer van sy werknemer kan vereis of hom kan toelaat om hoogstens al om die ander diensvrye dag hoogstens nege gewone werkure te werk, en ondanks andersluidende bepalinge in subklousule (1) (a), word gewone werkure op sodanige dag gewerk, nie by die gewone werkure in genoemde subklousule voorgeskryf, ingereken nie.

(6) *Werkure moet agtereenvolgend wees*.—Behoudens subklousules (3) en (7), moet alle werkure van 'n werknemer op elke dag agtereenvolgend wees.

(7) *Werkdagindeling*.—In die geval van 'n lid van die vervoerpersoneel moet die gewone werkure, met inbegrip van die etenspouse en oortyd, op enige enkele dag binne 'n werkdagindeling van 14 uur val.

(8) *Oortyd*.—Alle tyd gewerk bo en behalwe die gewone werkure in subklousules (1) en (2) voorgeskryf, word geag oortyd te wees.

(9) *Beperking van oortydwerk*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as—

(a) in die geval van 'n los werknemer, twee uur op 'n dag;

(b) in die geval van enige ander werknemer—

(i) twee uur op 'n dag;

(ii) tien (10) uur in 'n week:

Met dien verstande dat 'n werknemer wat vyf dae per week werk, op 'n Saterdag tot vier uur oortyd mag werk, mits daar in die betrokke week nie meer as 10 uur oortyd gewerk word nie.

(10) *Besoldiging vir oortydwerk*.—'n Werkgewer moet 'n werknemer wat oortydwerk verrig, betaal teen minstens—

(a) in die geval van 'n los werknemer, een en een derde maal sy dagloon gedeel deur agt ten opsigte van elke uur of deel van 'n uur aldus op enige dag gewerk;

(b) in the case of any other employee—

(i) if he works a six-day week—

(aa) forty-six in any week from Monday to Saturday, inclusive; and

(bb) subject to subparagraph (aa) hereof, eight on any day, unless the hours on one day do not exceed five, in which case the hours on any of the other day may be extended to eight and one-half;

(ii) if he works a five-day week—

(aa) forty-six in any week from Monday to Friday, inclusive; and

(bb) subject to subparagraph (aa) hereof, nine and a quarter on any day.

(2) An employer shall not require or permit a casual employee to work more ordinary hours of work than eight on any day.

(3) *Meal intervals*.—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour, during which interval he shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided that—

(a) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(b) except in the case of transport personnel, if such interval be longer than one hour, any period in excess of one and one-quarter hours shall be deemed to be time worked;

(c) a bus driver who during such interval does no work other than being or remaining in charge of the bus shall be deemed for the purpose of this subclause not to have worked during such interval;

(d) an employer may agree with his employee to reduce the period of such meal interval to not less than half an hour, and in that event, and after the employer has lodged a statement to that effect with the Industrial Council, the interval may be so reduced;

(e) in the case of an employee who is wholly or mainly engaged in cleaning premises or buses, if such interval be longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work.

(4) *Rest intervals*.—An employer shall grant to each of his employees for whom a 46-hour week is prescribed, a rest interval of not less than 10 minutes as near as practicable in the middle of each morning and afternoon work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed to form part of the ordinary hours of work of such employee.

(5) *Weekly day-off*.—An employer shall grant to each of his employees one full day-off during every 7 (seven) consecutive days: Provided that an employer may require or permit his employee to work for not more than nine ordinary hours of work on not more than alternate days-off and, notwithstanding anything to the contrary in subclause (1) (a), any ordinary hours of work worked on such day shall not be reckoned as part of the ordinary hours of work prescribed in the said subclause.

(6) *Hours of work to be consecutive*.—Save as provided in subclauses (3) and (7) all hours of work of an employee on any day shall be consecutive.

(7) *Spreadover*.—In the case of a member of the transport personnel the ordinary hours of work, including the meal interval and overtime, shall on any day be completed within a spreadover of 14 hours.

(8) *Overtime*.—All time worked in excess of the ordinary hours of work prescribed in subclauses (1) and (2) shall be deemed to be overtime.

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

(a) in the case of a casual employee, two hours on any day;

(b) in the case of any other employee—

(i) two hours on any day;

(ii) ten (10) hours in any week:

Provided that an employee who works a five-day week may work up to four hours overtime on a Saturday but so that 10 hours overtime are not exceeded in that week.

(10) *Payment for overtime*.—An employer shall pay an employee who works overtime at the rate of not less than—

(a) in the case of a casual employee, one and one-third times his daily wage divided by eight in respect of each hour or part of an hour so worked on any day;

(b) in die geval van enige ander werknemer, een en een derde maal sy uurloon ten opsigte van elke uur of deel van 'n uur van die totale oortyd op enige dae van die week gewerk.

(11) Die gewone werkure van 'n wag mag hoogstens die volgende beloop, naamlik:

- (a) Twee-en-sewentig in 'n week van ses dae;
- (b) twaalf op een dag:

Met dien verstande dat 'n wag aangesê kan word om sewe dae per week te werk, en in dié geval moet die werkgever sodanige wag, benewens sy weekloon, 'n bedrag betaal wat gelyk is aan een derde van sy weekloon ten opsigte van werk op die sewende dag gedoen. Vir die toepassing van hierdie subklousule beteken die uitdrukking "dag" 'n tydperk van 24 agtereenvolgende ure gereken vanaf die tyd waarop die wag gewoonlik begin werk.

(12) Voorbehoudsbepalings.—(a) Hierdie klousule is nie van toepassing op 'n werknemer, uitgesonderd 'n busdrywer of 'n ambagsman, wat gereeld 'n loon van R2 400 per jaar verdien nie.

(b) Subklousules (3), (4), (5), (6), (7) en (9) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.

7. VERLOF

(1) Behoudens subklousule (2) moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, ten opsigte van elke voltooid tydsperk van 12 maande diens by hom, verlof toestaan soos hieronder aangedui, naamlik:

- (a) Aan 'n wag, 21 agtereenvolgende kalenderdae;
- (b) aan alle ander werknemers, 14 agtereenvolgende kalenderdae;

en moet hy sodanige werknemer ten opsigte van hierdie verlof soos volg betaal:

(i) In die geval van 'n werknemer in paragraaf (a) bedoel—vanaf die eerste dag van die verlof, 'n bedrag van minstens drie keer die weekloon waarop hy geregtig is;

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel—vanaf die eerste dag van die verlof, 'n bedrag van minstens twee keer die weekloon waarop hy geregtig is.

(2) Die verlof in subklousule (1) voorgeskryf, word toegestaan met ingang van 'n datum wat deur die werkgever bepaal word: Met dien verstande dat—

(a) indien sodanige verlof nie vroeër toegestaan is nie, dit behoudens subklousule (3) toegestaan moet word om te begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het; of, indien die werknemer skriftelik voor die verstryking van genoemde tydperk van vier maande daartoe ingestem het, die werkgever sodanige verlof aan hom kan toestaan vanaf 'n datum hoogstens twee maande na die verstryking van genoemde tydperk van vier maande;

(b) die verloftydperk nie mag saamval met 'n werknemer se diensopseggingstydperk of met siekteverlof wat kragtens klousule 8 toegestaan is nie, en ook nie, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, met 'n tydperk van militêre opleiding wat die werknemer ingevolge die Verdedigingswet, 1957, moet ondergaan nie;

(c) indien Nuwejaarsdag, Goede Vrydag, Hemelvaartsdag, Geloofdag, Kersdag of Republiekdag binne sodanige verloftydperk val, daar 'n verdere werkdag vir elke sodanige vakansiedag by genoemde tydperk gevoeg moet word by wyse van verlofverlenging en die werknemer ten opsigte van elke sodanige bykomende dag 'n bedrag van minstens sy dagloon betaal moet word;

(d) 'n werkgever al die dae geleentheidsverlof met volle besoldiging wat op skriftelike versoek van sy werknemer aan laasgenoemde toegestaan is gedurende die 12 maande diens waarop die verlof betrekking het, van sodanige verloftydperk kan aftrek.

(3) (a) 'n Werkgever mag, op skriftelike versoek van sy werknemer, die verlof laat ooploop oor 'n tydperk van hoogstens 24 maande diens: Met dien verstande dat—

(i) sodanige versoek deur die werknemer ingedien word hoogstens vier maande na die verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en

(ii) die datum waarop sodanige versoek deur die werkgever ontvang is, deur laasgenoemde daarop aangebring word en hy dit met sy handtekening bevestig en die werkgever die versoek moet bewaar vir minstens drie jaar vanaf daardie datum of vanaf die vervaldatum van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, na gelang van watter een die jongste datum is.

(b) Subklousule (2) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

(b) in the case of any other employee, one and one-third times his hourly wage in respect of each hour or part of an hour in the aggregate of the overtime worked on any days of the week.

(11) The ordinary hours of a watchman shall not exceed—

- (a) seventy-two in any week of six days;
- (b) twelve on any one day:

Provided that a watchman may be required to work on seven days per week, in which event his employer shall pay such watchman, in addition to his weekly wage, a sum equalling one-third of his weekly wage in respect of work done on the seventh day. For the purpose of this subclause, the expression "day" means a period of 24 consecutive hours calculated from the time the watchman normally commences duty.

(12) Savings.—(a) The provisions of this clause shall not apply to an employee, other than a bus driver or an artisan, who regularly receives a wage of not less than R2 400 per annum.

(b) The provisions of subclauses (3), (4), (5), (6), (7) and (9) shall not apply to an employee while he is engaged on emergency work.

7. LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him—

- (a) in respect of a watchman, 21 consecutive calendar days' leave;
- (b) in the case of every other employee, 14 consecutive calendar days' leave;

and shall pay such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage to which he is entitled as from the first day of the leave;

(ii) in the case of an employee referred to in paragraph (b), an amount of not less than double the weekly wage to which he is entitled as from the first day of the leave.

(2) The leave prescribed in subclause (1) shall be granted as from a date fixed by the employer: Provided that—

(a) if such leave has not been granted earlier, it shall, save as provided in subclause (3), be granted so as to commence within four months after completion of the 12 months of employment to which it relates or, if an employee has agreed thereto, in writing, before the expiry of the said period of four months, his employer may grant such leave to him as from a date not later than two months after the expiry of the said period of four months;

(b) the period of leave shall not be concurrent with any period during which the employee is under notice of termination of employment nor with sick leave granted in terms of clause 8 nor, unless the employee so requests and the employer agrees, in writing, with any period of military training in pursuance of the Defence Act, 1957;

(c) if New Year's Day, Good Friday, Ascension Day, Day of the Covenant, Christmas Day or Republic Day, falls within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;

(d) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's written request during the period of 12 months of employment to which the leave relates.

(3) (a) At the written request of his employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided—

(i) that such request is made by the employee not later than four months after the expiry of the first period of 12 months of employment to which the leave relates and;

(ii) that the date of the receipt of such request is endorsed on the request over his signature by the employer, who shall retain such request for a period of not less than three years from such date or the date of the expiry of the first period of 12 months of employment to which the leave relates, whichever is the later.

(b) The provisions of subclause (2) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(4) *Verlofbesoldiging*.—Die besoldiging ten opsigte van die verlof in subklousule (1) voorgeskryf, gelees met subklousule (3), moet betaal word voor of op die laaste werkdag voordat die verlof begin.

(5) 'n Werknemer wie se dienskontrak beëindig word gedurende enige tydperk van 12 maande diens voordat die verloftydperk in subklousule (1) ten opsigte van daardie tydperk voorgeskryf, hom toeval, moet, by sodanige diensbeëindiging, bo en behalwe enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige dienstydperk minstens die volgende ontvang:

(a) In die geval van 'n werknemer in subklousule (1) (a) bedoel, 'n kwart; en

(b) in die geval van 'n werknemer in subklousule (1) (b) bedoel, een sesde;

van die weekloon wat hy onmiddellik voor sodanige diensbeëindiging ontvang het: Met dien verstande dat 'n werkgewer 'n eweredige aftrekking mag doen ten opsigte van enige verloftydperk wat kragtens voorbehoudsbepaling (d) van subklousule (2) aan 'n werknemer toegestaan is: Voorts met dien verstande dat 'n werknemer—

(i) wat sonder diensopsegging soos in klousule 11 van hierdie Ooreenkoms voorgeskryf, of sonder uitdiening van sodanige opseggingstydperk sy diens verlaat, tensy die werkgewer kwyt-skeling van sodanige opsegging verleen het; of

(ii) wat sy diens verlaat sonder 'n rede wat deur die wet as afdoende beskou word; of

(iii) wat sonder diensopsegging deur sy werkgewer ontslaan word om 'n rede wat deur die wet as afdoende beskou word vir sodanige ontslag sonder opsegging;

op geen besoldiging kragtens hierdie subklousule geregtig is nie.

(6) 'n Werknemer wat geregtig geword het op 'n verloftydperk soos voorgeskryf in subklousule (1), gelees saam met subklousule (3), en wie se dienskontrak beëindig word voordat sodanige verlof aan hom toegestaan is, moet by diensbeëindiging die bedrag betaal word wat hy ten opsigte van sodanige verlof sou ontvang het indien die verlof vanaf die datum van diensbeëindiging aan hom toegestaan was.

(7) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 11 uitbetaal in plaas van sy diens op te sê, asook enige tydperke wanneer 'n werknemer afwesig is—

(a) met verlof kragtens hierdie klousule;

(b) met siekteverlof kragtens klousule 8;

(c) in opdrag of op versoek van die werkgewer;

(d) om militêre opleiding te ondergaan ingevolge die Verdedigingswet, 1957;

wat ten opsigte van items (a), (b) en (c) altesaam hoogstens 10 weke in 'n enkele jaar beloop, plus hoogstens vier maande werklike militêre opleiding in daardie jaar, en die diens word geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms geregtig geword het op jaarlike verlof kragtens enige wet, op dié datum waarop die werknemer laas kragtens die betrokke wet op sodanige verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat in diens was voor die inwerkingtreding van hierdie Ooreenkoms en op wie 'n wet van toepassing was wat vir jaarlikse verlof voorsiening maak, dog wat op die datum waarop sy diens begin het nog nie kragtens die betrokke wet op verlof geregtig geword het nie, op die datum waarop sodanige diens begin het;

(iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum van inwerkingtreding van hierdie Ooreenkoms, na gelang van watter een die jongste datum is.

8. SIEKTEVERLOF

(1) Behoudens subklousule (2) moet 'n werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, altesaam—

(a) in die geval van 'n werknemer wat vyf dae per week werk, minstens 20 werkdae; en

(b) in die geval van alle ander werknemers, minstens 24 werkdae;

siekteverlof toestaan gedurende elke tydkring van 24 agtereenvolgende maande wat die werknemer by hom in diens is, en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het indien hy gedurende dié tydperk gewerk het: Met dien verstande dat—

(i) gedurende die eerste 24 agtereenvolgende maande diens 'n werknemer wat vyf dae per week werk, geregtig is op hoogstens een werkdag siekteverlof met volle besoldiging ten

(4) *Leave remuneration*.—The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last work day before the date of the commencement of the leave.

(5) An employee whose contract of employment is terminated during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued, shall, upon such termination, and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—

(a) in the case of an employee referred to in subclause (1) (a), one-fourth; and

(b) in the case of an employee referred to in subclause (1) (b), one-sixth;

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of proviso (d) to subclause (2): Provided further that an employee—

(i) who leaves his employment without having given and served the notice prescribed in clause 11 of this Agreement, unless the employer has waived such notice; or

(ii) who leaves his employment without cause recognised by law as sufficient; or

(iii) who is dismissed by his employer without notice for any cause recognised by law as sufficient for such dismissal without notice;

shall not be entitled to any payment by virtue of this subclause.

(6) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (3), and whose contract of employment has been terminated before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of such leave, had the leave been granted to him as at the date of the termination.

(7) For the purpose of this clause the expression "employment" shall be deemed to include any period or periods in respect of which an employer, in terms of clause 11, pays an employee in lieu of notice and also any periods during which an employee is absent—

(a) on leave in terms of this clause;

(b) on sick leave in terms of clause 8;

(c) on the instructions or at the request of the employer;

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

amounting in the aggregate in any year to not more than 10 weeks in respect of items (a), (b) and (c), plus up to four months of any military training undergone in that year, and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into operation of this Agreement become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the coming into operation of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

(iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date of the coming into operation of this Agreement, whichever is the later.

8. SICK LEAVE

(1) Subject to the provisions of subclause (2) an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

(a) in the case of an employee who works a five-day week, not less than 20 work days; and

(b) in the case of every other employee, not less than 24 work days;

sick leave in the aggregate during each cycle of 24 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one work day in respect of each completed

opsigte van elke voltooiëde vyf weke diens, en enige ander werknemer op hoogstens een werkdag siekteverlof met volle besoldiging ten opsigte van elke voltooiëde maand diens;

(ii) hierdie klousule nie van toepassing is op 'n werknemer wie se werkgever op sy skriftelike versoek bydraes wat minstens gelyk staan met die werknemer se eie bydraes betaal aan enige fonds of organisasie wat in die geval van diens-ongeskiktheid van die werknemer in omstandighede soos in hierdie klousule uiteengesit, aan hom in elke tydkring van 24 maande diens 'n bedrag waarborg wat minstens gelyk is aan sy loon vir 20 of 24 werkdag, na gelang van die geval, behalwe dat gedurende die eerste 24 maande waartydens die werknemer bydraes betaal, die gewaarborgde bedrag nie dié waarop hy kragtens die eerste voorbehoudsbepaling van hierdie subklousule geregtig word, te bowe hoef te gaan nie;

(iii) wanneer 'n werkgever ingevolge enige wet gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en sodanige gelde deur hom betaal word, die aldus betaalde bedrag afgetrek kan word van die bedrag verskuldig ten opsigte van afwesigheid vanweë ongeskiktheid kragtens hierdie klousule;

(iv) indien 'n werkgever ten opsigte van enige tydperk van ongeskiktheid waarvoor daar in hierdie klousule voorsiening gemaak word, ingevolge enige wet 'n werknemer sy volle loon moet betaal, die bepalinge van hierdie klousule nie van toepassing is nie.

(2) 'n Werkgever mag, voordat hy enige bedrag uitbetaal wat kragtens hierdie klousule deur 'n werknemer geëis word ten opsigte van enige afwesigheid van die werk vir 'n tydperk van meer as drie agtereenvolgende kalenderdae, dit as voorwaarde stel dat die werknemer 'n sertifikaat toon, onderteken deur 'n mediese praktisyn, waarin die aard en tydsduur van die werknemer se ongeskiktheid bevestig word: Met dien verstande dat indien 'n werknemer gedurende enige tydperk van agt agtereenvolgende weke twee of meer keer betaling kragtens hierdie klousule geëis het vir tydperke van drie agtereenvolgende kalenderdae of minder sonder oorlegging van so 'n sertifikaat, sy werkgever gedurende die volgende agtereenvolgende agt weke dit as voorwaarde kan stel dat die werknemer, ongeag die duur van die werknemer se afwesigheid, vir die betaling van enige bedrag kragtens hierdie klousule deur die werknemer geëis eers so 'n sertifikaat voorle.

(3) Indien 'n werknemer gedurende die eerste tydkring van 24 maande diens by dieselfde werkgever, weens ongeskiktheid afwesig is vir 'n langer tydperk as die siekteverloftydperk waarop hy ten tye van sodanige ongeskiktheid geregtig is, kan hy slegs aanspraak maak op betaling vir soveel verlof as wat, op die wyse opgeloopt het; dog sy werkgever moet hom, indien hy dit nie alreeds gedoen het nie, wanneer genoemde dienstydkring verstryk of by diensbeëindiging voordat die tydkring verstryk, ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid vir soveel siekteverlof uitbetaal as wat ten tye van sodanige verstryking of diensbeëindiging wel opgeloopt het maar nie benut is nie.

(4) Vir die toepassing van hierdie klousule beteken—

(a) "diens" enige tydperk of tydperke waartydens 'n werknemer afwesig is—

- (i) met verlof kragtens klousule 7;
- (ii) in opdrag of op versoek van die werkgever;
- (iii) met siekteverlof kragtens subklousule (1);
- (iv) om militêre opleiding te ondergaan ingevolge die Verdedigingswet, 1957;

vir altesaam hoogstens 10 weke in een enkele jaar ten opsigte van (i), (ii) en (iii), plus tot en met vier maande militêre opleiding van enige aard gedurende daardie jaar ondergaan, en word enige dienstydperk van 'n werknemer by dieselfde werkgever onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms vir die toepassing van hierdie klousule geag diens ingevolge hierdie Ooreenkoms te wees, en word alle siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan sodanige werknemer toegestaan word, geag kragtens hierdie Ooreenkoms toegestaan te geword het;

(b) "ongeskiktheid" onvermoë om te werk vanweë 'n siekte of besering van enige aard, mits dit nie die gevolg van 'n werknemer se eie wangedrag is nie: Met dien verstande dat enige onvermoë om te werk as gevolg van 'n ongeluk waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, geag word ongeskiktheid te wees slegs ten opsigte van enige tydperk van ongeskiktheid vir werk waarvoor geen ongeskiktheidsvergoeding kragtens genoemde Wet betaalbaar is nie.

9. OPENBARE VAKANSIEDAE, RUSDAE EN SONDAE

(1) Behoudens klousule 5 (6), indien 'n werknemer nie op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Gelofte-dag, Kersdag of Republiekdag werk nie, moet sy werkgever hom vir die week waarin sodanige dag val, minstens sy weekloon betaal.

period of five weeks of employment and, in the case of any other employee, one work day in respect of each completed month of employment;

(ii) this clause shall not apply to an employee at whose written request an employer makes contributions to any fund or organisation at least equal to those made by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than the equivalent of his wages for 20 or 24 work days, as the case may be, in each cycle of 24 months of employment, except that during the first 24 months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this subclause;

(iii) where an employer is required by any law to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;

(iv) if in respect of any period of incapacity covered by this clause an employer is required by any law to pay to an employee his full wages, the provisions of this clause shall not apply.

(2) An employer may, as a condition precedent to payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity: Provided that when an employee has during any period of eight consecutive weeks claimed payment in terms of this clause on two or more occasions for periods of three consecutive calendar days or less without producing such a certificate, his employer may during the next succeeding eight weeks, as a condition precedent to the payment by him of any amount claimed by such employee in terms of this clause, require the employee to produce such a certificate irrespective of the duration of such absence.

(3) Where, during the first cycle of 24 months of employment with the same employer, an employee is absent, owing to incapacity, for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, had not been taken.

(4) For the purpose of this clause the expression—

(a) "employment" shall be deemed to include any period or periods during which an employee is absent—

- (i) on leave in terms of clause 7;
- (ii) on the instructions or at the request of the employer;
- (iii) on sick leave in terms of subclause (1);
- (iv) undergoing military training in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than 10 weeks in respect of items (i), (ii) and (iii), plus up to four months of any military training undergone in that year, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Agreement shall for the purpose of this clause be deemed to be employment under this Agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;

(b) "incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

9. PUBLIC HOLIDAYS, DAYS OF REST AND SUNDAYS

(1) Subject to the provisions of clause 5 (6), if an employee does not work on New Year's Day, Good Friday, Ascension Day, Day of the Covenant, Christmas Day or Republic Day, his employer shall pay him for the week in which such day falls not less than his weekly wage.

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Republiekdag werk, moet sy werkgever hom, behoudens klousule 5 (6), vir die week waarin sodanige dag val, minstens sy weekloon betaal, plus sy uurloon vir elke uur of deel van 'n uur wat hy altesaam op sodanige dag gewerk het: Met dien verstande dat indien sodanige werknemer opdrag het of toegelaat word om op so 'n dag minder as vier uur te werk, hy geag word wel vier uur te gewerk het.

(3) Wanneer 'n lid van die vervoerpersoneel op sy weeklikse rusdag werk, moet sy werkgever hom soos volg betaal, naamlik:

(a) (i) Indien hy hoogstens vier uur aldus werk, minstens sy dagloon;

(ii) indien hy meer as vier uur aldus werk, minstens twee maal sy uurloon ten opsigte van elke uur of deel van 'n uur van die totale tydperk wat hy op sodanige rusdag gewerk het, of minstens twee keer sy dagloon, na gelang van watter een die grootste bedrag is; of

(b) minstens een en een-derde maal sy uurloon vir elke uur of deel van 'n uur wat hy altesaam op sodanige rusdag gewerk het, en moet hy hom binne 14 dae na sodanige rusdag een dag verlof toestaan, ten opsigte waarvan hy minstens sy dagloon moet ontvang: Met dien verstande dat indien 'n werknemer opdrag het of toegelaat word om op sodanige rusdag minder as vier uur te werk, hy geag word wel vier uur te gewerk het.

(4) Subklousule (3) is *mutatis mutandis* van toepassing op alle ander werknemers wat op hul vry dag werk.

(5) Hierdie klousule is nie van toepassing op 'n los werknemer of wag nie.

10. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgever moet gratis op elke bus 'n geskikte oorpak verskaf en in goeie toestand hou vir gebruik deur die busdrywer wanneer hy onderweg klein herstelwerkies doen.

(2) 'n Werkgever moet vir gebruik deur vervoerpersoneel, gratis uniforms verskaf wat vervaardig is volgens 'n patroon deur die Nywerheidsraad goedgekeur.

(3) (a) Die uniforms in subklousule (2) bedoel, moet binne vier maande na die inwerkingtreding van hierdie Ooreenkoms aan die werkgever se werknemer verskaf word.

(b) Twee stelle uniforms soos deur die Raad goedgekeur, moet al om die twee jaar uitgereik word. Een stel moet elke twee jaar verskaf word.

(c) 'n Werkgever en 'n werknemer kan skriftelik ooreenkom dat die werkgever, in stede van die uniforms in 'n sindelike en bruikbare toestand te hou, bo en behalwe enige ander besoldiging wat 'n werknemer toekom, 'n bedrag van 20c per uniform per week kan betaal, en in dié geval is die werknemer dan verantwoordelik vir die onderhoud, skoonmaak en was van genoemde uniforms.

(d) Wanneer 'n werknemer sy diens by 'n werkgever beëindig, hetsy vrywillig al dan nie, moet hy die uniforms wat aan hom uitgereik is, aan die werkgever terugbesorg, of, indien hy dit verkies, kan hy die uniforms behou, en die onverslete waarde daarvan aan die werkgever betaal, in verhouding tot die onverstreke gedeelte van twee jaar.

(e) Elke werkgever moet aan elkeen van sy vervoerpersoneel 'n kenwapen uitreik met 'n ontwerp wat deur die Raad goedgekeur is, en moet die Raad in kennis stel van die naam en adres, beroep en kenwapennommer van die betrokke werknemer. Elke sodanige werknemer moet genoemde kenwapen op sy linkerbors dra terwyl hy werk. Hierdie kenwapens moet die beroep van die werknemer aandui; hulle moet genommer wees en is nie oordraagbaar nie. Die Raad moet 'n register byhou van die kenwapens en die persone aan wie hulle uitgereik is.

(f) Wanneer 'n werknemer sy diens by 'n werkgever beëindig, hetsy vrywillig al dan nie, moet hy die kenwapen wat aan hom uitgereik is, aan die werkgever terugbesorg.

(g) Geen lid van die vervoerpersoneel mag enige werk in die bedryf verrig nie, tensy hy die erkende uniform en wapen aan het.

11. DIENSBEEINDIGING

(1) 'n Werkgever of 'n werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

(a) gedurende die eerste 52 weke diens, minstens een werkdag;

(2) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, Day of the Covenant, Christmans Day or Republic Day, his employer shall, save as provided in clause 5 (6), pay him for the week in which such day falls not less than his weekly wage, plus his hourly wage for each hour or part of an hour worked by the employee in the aggregate on such day: Provided that where such employee is required or permitted to work for less than four hours on such day, he shall be deemed to have worked for four hours.

(3) Whenever a member of the transport personnel works on his weekly day of rest, his employer shall pay him either—

(a) (i) if he so works for a period of not more than four hours, not less than his daily wage;

(ii) if he so works for a period of more than four hours, not less than double his hourly wage in respect of each hour or part of an hour of the total period worked on such day of rest, or not less than double his daily wage, whichever is the greater; or

(b) not less than one and one-third times his hourly wage for each hour or part of an hour worked by him in the aggregate on such day of rest, and grant him within 14 days of such day of rest one day's leave and pay him in respect thereof not less than his daily wage: Provided that where an employee is required or permitted to work for less than four hours on such day of rest, he shall be deemed to have worked for four hours.

(4) The provisions of subclause (3) shall *mutatis mutandis* apply to any other employee, whenever he works on his day off.

(5) This clause shall not apply to a casual employee or a watchman.

10. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall provide free of charge and maintain in good condition a suitable overall in each bus for the use of the bus driver when making minor repairs en route.

(2) An employer shall provide, free of charge, uniforms for the use of transport personnel, to a design approved by the Industrial Council.

(3) (a) The uniforms referred to in subclause (2) shall be provided to the employees of the employer within four months of the coming into operation of this Agreement.

(b) Two sets of uniforms as approved by the Council shall be issued every two years. One cap shall be provided every two years.

(c) An employer and an employee may agree, in writing, that in lieu of the employer maintaining the uniforms in a clean and serviceable condition, the employer shall pay, in addition to any other remuneration due to an employee, an amount of 20c per uniform per week, in which event the employee shall be responsible for the maintenance, cleaning and laundering of the said uniforms.

(d) Whenever an employee terminates his employment with an employer, whether that termination be voluntary or not, he shall return to the employer the uniforms which have been issued to him, or, if he so desires, he may retain the uniforms, and compensate the employer for the unexpired value of the uniforms, proportionate to the unexpired portion of two years.

(e) Every employer shall issue to each of his transport personnel a badge to a design approved by the Council and shall advise the Council of the name and address, occupation and badge number of the employee concerned. Each such employee shall wear on the left breast the said badge whilst performing work. Such badges shall show the occupation of the employee and shall be numbered, and they shall not be transferable. A register of the badges and to whom they are issued shall be retained by the Council.

(f) Whenever an employee terminates his employment with an employer, whether the termination be voluntary or not, he shall return to the employer the badge issued to him.

(g) No member of the transport personnel shall perform any work in the trade unless he is wearing the recognised uniform and badge.

11. TERMINATION OF SERVICE

(1) An employer or an employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

(a) during the first 52 weeks of employment, not less than one work day's;

(b) na die eerste 52 weke diens, minstens een week; kennis gee dat hy die kontrak gaan beëindig; of 'n werkgewer of werknemer kan die kontrak sonder opsegging beëindig deur in plaas van sodanige diensopsegging minstens die volgende, na gelang van die geval, aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur:

(i) Waar een werkdag opsegging vereis word, die dagloon wat die werknemer ten tye van sodanige diensbeëindiging ontvang; (ii) waar 'n week opsegging vereis word, die weekloon wat die werknemer ten tye van sodanige diensbeëindiging ontvang: Met dien verstande dat ondergenoemde nie daardeur geraak word nie:

(i) Die reg van 'n werkgewer of 'n werknemer om die kontrak sonder opsegging te beëindig om enige rede wat die wet as afdoende erken;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin daar voorsiening gemaak word vir 'n opseggingstydperk wat vir albei partye dieselfde is en langer is as wat hierdie klousule voorskryf;

(iii) die toepassing van strawwe of verbeurings ingevolge 'n wet ten opsigte van 'n werknemer wat dros:

Voorts met dien verstande dat indien 'n werknemer se loon ten tye van die diensbeëindiging verminder is deur aftrekkings ten opsigte van korttyd en die werkgewer hom uitbetaal in plaas van sy diens op te sê, die uitdrukking "ten tye van sodanige diensbeëindiging ontvang" geag word te beteken "ten tye van sodanige diensbeëindiging sou ontvang het indien daar geen aftrekking gedoen was ten opsigte van korttyd nie".

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) bestaan, word die uitbetaling of loonverbeuring in plaas van diensopsegging bereken volgens die opseggingstydperk waaroor daar ooreengekom is.

(3) Die diensopsegging in subklousule (1) (b) voorgeskryf, moet voor of op die bedryfsinrigting se gewone betaaldag vir sodanige werknemer geskied, en geld vanaf die dag na sodanige betaaldag: Met dien verstande dat—

(i) die opseggingstydperk nie gelyktydig mag verloop met, en geen opsegging gedoen mag word, gedurende 'n werknemer se afwesigheid met verlof wat kragtens klousule 7 toegestaan is, of enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, nie;

(ii) geen opsegging gedoen mag word gedurende 'n werknemer se afwesigheid met siekteverlof wat kragtens klousule 8 toegestaan is nie.

(4) Waar slegs een werkdag opsegging vereis word, mag opsegging op enige werkdag geskied.

12. INDIENSNEMING EN DIENSBEËINDIGING

(1) 'n Werkgewer mag niemand toelaat om in sy bedryfsinrigting te begin werk nie voordat sodanige persoon 'n "Diensrekordkaart" toon waarop aangedui word dat hy deur die Raad geregistreer is om by daardie werkgewer te begin werk. So 'n "diensrekordkaart", wat deur die Raad op versoek van die werkgewer of werknemer uitgereik word, moet in die vorm van Bylae B van hierdie Ooreenkoms wees, en daarop moet aangedui word die werknemer se eventuele ondervinding in enige ambag of in die diens van die Staat as klerk, busdrywer, kondukteur of inspekteur, en in die geval van enige ander werknemer, sy ondervinding in die Padpassasiersvervoerbedryf.

(2) Wanneer 'n werknemer uit een dienskategorie na 'n ander oorgeplaas word en laasgenoemde 'n hoër besoldiging meebring, moet die werkgewer die "Werknemerdiensrekordkaart" aan die Raad stuur sodat dit gewysig kan word.

(3) Die werkgewer moet die "Diensrekordkaart" hou totdat die werknemer se diens beëindig word; dan moet dit deur die werkgewer ingevul en aan die werknemer terugbesorg word nadat dit behoorlik deur die werkgewer of sy gemagtigde verteenwoordiger geteken is.

(4) Die werkgewer moet die Raad binne drie dae nadat sy werknemer sy diens beëindig het, skriftelik van sodanige diensbeëindiging in kennis stel, met verstrekking van die rede.

(5) Die Raad kan na goedvinde met die partye beraadslaag voordat 'n "Diensrekordkaart" ten opsigte van 'n werknemer uitgereik word.

13. INDIENSNEMINGSVERBOD

Geen werkgewer mag 'n persoon wat jonger as 15 jaar is, in diens neem nie.

14. REKORDDOUDING

(1) Artikel 57 (1) van die Wet op Nywerheidsversoenings, 1956, ingevolge waarvan elke werkgewer steeds ten opsigte van alle persone in sy diens 'n register moet hou van besoldiging betaal,

(b) after the first 52 weeks of employment, not less than one week's;

notice of termination of contract, or an employer or 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—

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

(ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not effect—

(i) the right of an employer or an 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 penalties or forfeitures which by any law may be applicable in respect of an employee who deserts:

Provided further that where the wage of an employee at the date of termination has been reduced by deductions in respect of short-time, the expression "is receiving at the time of such termination", shall, when an employer pays an employee in lieu of notice, be deemed to mean "would have received at the time of such termination if no deduction had been made in respect of short-time".

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

(3) The notice prescribed in subclause (1) (b), shall be given on or before the usual pay day of the establishment for such employee and shall run from the day after such pay-day: Provided that—

(i) 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 7 or any period of military training in pursuance of the Defence Act, 1957;

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 8.

(4) Where only one work day's notice is required to be given, such notice may be given on any work day.

12. ENGAGEMENT AND TERMINATION OF EMPLOYMENT

(1) An employer shall not allow any person to commence work in his establishment until such person has produced a "Record of Service Card" showing that such person has been registered by the Council to commence work with that employer. Such "Record of Service Card" which shall be issued by the Council on request by an employer or employee, shall be in the form of Annexure B to this Agreement, shall specify the experience, if any, which the employee has had in any trade or in the service of the State as a clerk, bus driver, conductor or inspector, and in the case of any other employee, the experience he has had in the Road Passenger Transportation Trade.

(2) An employer shall forward to the Council for amendment the "Record of Service Card" of any employee who is transferred from one category of employment to another, the latter of which requires a higher rate of remuneration.

(3) The "Record of Service Card" shall be retained by the employer until the termination of service of the employee, whereupon he shall duly complete and return the card to the employee after it has been duly signed by the employer or his authorised representative.

(4) The employer shall notify the Council, within three days of the termination of service of his employee, in writing, of such termination and the reason therefor.

(5) The Council may in its discretion confer with the parties prior to the issue of any "Record of Service Card" in respect of any employee.

13. PROHIBITION OF EMPLOYMENT

No employer shall employ any person under the age of 15 years.

14. KEEPING OF RECORDS

(1) The provisions of section 57 (1) of the Industrial Conciliation Act, 1956, prescribing that every employer shall at all times keep in respect of all persons employed by him records

die tyd gewerk, en alle ander besonderhede by regulasie vasgelê (rekords wat deurgaans as 'n "Loonboek", "Loonregister" of "Tyd-register" bekend staan en so genoem word) word geag by hierdie Ooreenkoms inbegrepe te wees.

(2) Elke werkgewer moet ten opsigte van elke rit wat elkeen van sy busse aflê 'n "Ritjoernaal" byhou. Op die ommees moet daar voorsiening gemaak word vir 'n "Daaglikse Log" waarop die aanvangtyd, uitskeityd, gewone ure en oortyd gewerk en pouses ten opsigte van drywers en kondukteurs ingevul word.

(3) Elke werkgewer wat ingevolge genoemde artikel en subklousule (2) van hierdie klousule rekords moet byhou, moet sorg dra dat genoemde rekords leesbaar en met ink geskryf is.

(4) Elke werkgewer wat ingevolge genoemde artikel en hierdie klousule 'n rekord van enige voorval moet hou, moet daardie rekord drie jaar lank na die betrokke voorval bewaar, en moet hierdie rekords te eniger tyd gedurende voormelde tydperk van drie jaar op aanvraag deur 'n behoorlik gemagtigde persoon ter insae oorleë.

15. PLIGTE VAN VERVOERPERSONEEL

'n "Busdrywer" moet—

(a) steeds verantwoordelik wees vir die veiligheid van die passasiers op die bus, en 'n rekord van passasiers hou;

(b) die banddruk, oliepeil, brandstof-, battery- en waterpeil van die bus nagaan en waar doenlik regstel, en, indien nodig, onderweg klein herstel- en verstelwerkies aan die bus verrig;

(c) enige meganiese of ander defekte aan die bus so spoedig moontlik rapporteer aan die werkgewer of sy behoorlik gemagtigde verteenwoordiger of aan enige ander persoon wat deur die werkgewer aangewys is om sodanige verslae te ontvang, en alle verslae van hierdie aard moet in die ritjoernaal wat vir daardie reis verskaf is, of in die register wat voorsien word, aangeteken word.

'n "Kondukteur" moet—

(a) in samewerking met die busdrywer verantwoordelik wees vir die veiligheid van die passasiers op die bus;

(b) aan die werkgewer verantwoordelik wees vir die invoering van die juiste reigeld van die passasiers op die bus, en behoorlike rekords hou en byhou van die getal passasiers wat vervoer en die reigeld wat ingevorder is tydens die ritte van die busse waarop hy kondukteur is;

(c) steeds poog om die bus sindelik te hou vir die gerief van die passasiers.

'n "Inspekteur" moet—

(a) by terminusse of tussenhaltes die bus se ritjoernaal, die uitreiking van kaartjies, die geld wat ingevorder is en die getal passasiers op die bus nagaan, en deurgaans die werk van die kondukteur en die drywer van die bus kontroleer;

(b) verseker dat die vertrek- en aankomstye by die terminusse ooreenkomstig die vastgestelde rooster is;

(c) eventuele roekelose bestuur van die bus aan die werkgewer rapporteer;

(d) toesig hou oor die werk van die nasieners;

(e) 'n daaglikse skriftelike verslag betreffende die funksionering van die busdiens by sy werkgewer indien.

'n "Nasiener" moet—

(a) onder 'n inspekteur se toesig en beheer werk;

(b) by terminusse of tussenhaltes die kaartjies en ritjoernale nagaan, 'n register van die getal passasiers op die bus hou, en 'n daaglikse rekord indien;

(c) eventuele ongelukkige voorvalle op die bus aan die inspekteur rapporteer;

(d) die vertrek- en aankomstye van busse by terminusse kontroleer en 'n daaglikse rekord indien;

(e) die inspekteur steeds bystaan om die busdiens doeltreffend te laat funksioneer.

'n "Afsender" moet—

(a) sorg dat busse op die regte tye en met die regte tussenpose van die terminusse vertrek;

(b) met die inspekteurs, drywers, kondukteurs, nasieners en tou-opsigters saamwerk in verband met die veiligheid van die passasiers by terminusse of opklimpekke, en 'n daaglikse rekord aan sy werkgewer of dié se behoorlik gemagtigde verteenwoordiger indien;

(c) onder toesig van 'n inspekteur werk.

of remuneration paid, of the time worked and of such other particulars as are prescribed by regulation (such records being generally known and referred to as a "Wage Book", "Wage Register" or "Time Book") shall be deemed to be incorporated in this Agreement.

(2) Every employer shall maintain a "Trip Journal" in respect of each trip made by each of his buses. On the reverse side, provision shall be made for a "Daily Log" to enter starting time, finishing time, ordinary hours and overtime worked and breaks, for drivers and conductors.

(3) Every employer who is required to maintain records in terms of the said section and subclause (2) of this clause, shall ensure that the said records are written up in a legible manner and in ink.

(4) Every employer who in terms of the said section and of this clause is required to keep a record of any event, shall retain such record for a period of three years subsequent to the occurrence of that event, and shall on demand by a duly authorised person made at any time during the said period of three years produce the said records for inspection.

15. DUTIES OF TRANSPORT PERSONNEL

A "bus driver" shall—

(a) at all times be responsible for the safety of the passengers on the bus, and keep a record of passengers;

(b) examine and correct, where possible, all tyre pressures, oil levels, fuel, battery and water levels of the bus, and, if necessary, make minor repairs and adjustments to the bus whilst on the road;

(c) report all mechanical or other defects of the bus as soon as possible to the employer or his duly accredited representative, or any other person appointed by the employer to receive such reports, and all such reports shall be recorded on the trip journal provided for that journey or record provided.

A "conductor" shall—

(a) in collaboration with the bus driver, be responsible for the safety of the passengers on the bus;

(b) be responsible to the employer for the collection of the correct fares from the passengers on the bus, and shall keep and maintain proper records of the numbers of passengers carried and the fares collected on the trips of the buses of which he is the conductor;

(c) at all times endeavour to maintain cleanliness of the bus for the comfort of the passengers.

An "inspector" shall—

(a) at termini, or at intermediate points along a route, check the trip journals of the bus, the issue of tickets, the moneys collected and the number of passengers on the bus, and generally check the work of the conductor of the bus and the driver;

(b) ensure that the starting and arrival times at the termini are in accordance with the laid down time-table;

(c) report to the employer any reckless driving of the bus;

(d) supervise the work of the checkers;

(e) make daily written report to his employer in connection with the running of the bus service.

A "checker" shall—

(a) work under the supervision and control of an inspector;

(b) at termini, or at intermediate points along a route, check the tickets and trip journals, keep a register of the number of passengers on the bus, and submit daily record;

(c) report to the inspector any untoward occurrences on the bus;

(d) check on the starting times and arrival times of buses at termini, and submit daily record;

(e) at all times assist the inspector in the efficient running of the buses.

A "dispatcher" shall—

(a) ensure that buses leave from the termini at the correct times and intervals;

(b) co-operate with the inspectors, drivers, conductors, checkers and queue marshals in connection with the safety of the passengers at termini or boarding points and submit a daily record to his employer or his duly authorised representative;

(c) work under the supervision of an inspector.

'n "Tou-opsigter" moet—

- (a) toesien dat die passasiers by vertrekpunte op 'n ordelike wyse die bus bestyg;
- (b) waar doenlik help verseker dat die busse op die regte tye en met die regte tussenpose van die terminusse vertrek;
- (c) in opdrag van 'n inspekteur, busdrywer, kondukteur, nasiener, afsender of enige ander bevoegde persoon help om die busdiens doeltreffend te laat funksioneer.

16. INDIENSNEMING VAN VAKVERENIGINGARBEID

(1) Geen lid van die werkgewersorganisasie mag vir langer as een week 'n persoon in diens hou wat nie lid van die vakvereniging is nie, mits sodanige persoon wel vir lidmaatskap kwalifiseer; voorts met dien verstande dat hierdie subklousule nie van toepassing is nie in gevalle waar die Raad van oordeel is dat lidmaatskap van die vereniging sonder goeie en afdoende rede aan 'n applikant geweier is en die applikant binne 30 dae na ontvangs van sodanige skriftelike weiering die Raad daarvan in kennis gestel het.

(2) As bewys van lidmaatskap van die vakvereniging moet 'n lidmaatskapkaart van die vakvereniging, uitgereik deur en op gesag van die vakvereniging, getoon word.

(3) Subklousule (1) is nie van toepassing op 'n immigrant gedurende die eerste jaar na sy aankoms in die Republiek van Suid-Afrika nie: Met dien verstande dat, indien 'n immigrant na die eerste drie maande nadat hy in die Bedryf in diens getree het, te eniger tyd 'n uitnodiging van die vakvereniging om lid daarvan te word in die hand gewys het, subklousule (1) onmiddellik op sodanige immigrant van toepassing word.

17. DISCIPLINE

(1) Die vakvereniging onderneem om met die werkgewers en die Raad saam te werk om te verseker dat daar gedurende werktye behoorlike dissipline onder sy lede gehandhaaf word, en om diefstal, laksheid, wegblyery, nalatigheid, ongehoorsaamheid en veronagsaming van die verkeersordonnansies uit te skakel en om te verseker dat die pligte van die vervoerpersoneel soos in klousule 15 van hierdie Ooreenkoms uiteengesit, behoorlik nagekom word.

(2) Werkgewers moet die voorskrifte en beslissings gehoorsaam en uitvoer wat van tyd tot tyd deur die Nasionale Vervoerkommissie en die Plaaslike Padvervoerraad uitgereik word met betrekking tot die vloeiende en doeltreffende doen van sake.

18. ADMINISTRASIE VAN OOREENKOMS

(1) Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms en hy kan ter voorligting van werkgewers en werknemers vertolkings en beslissings uitreik, mits dit nie onbestaanbaar is met die bepalings van die Ooreenkoms of van die Wet nie.

(2) Die Raad besit uitdruklike bevoegdheid om ondersoek in te stel na enige beweerde wanpraktyk wat uit die diens mag voortspruit, met inbegrip van die invordering en verdeling van gelde namens werkgewer en werknemers.

(3) Enige dispuut betreffende die vertolking van enige van die bepalings van hierdie Ooreenkoms moet om beslissing na die Raad verwys word.

19. VRYSTELLINGS

(1) Die Raad kan, indien goeie en afdoende redes aangevoer word, vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen aan of ten opsigte van enige persoon.

(2) Die Raad bepaal ten opsigte van enige persoon aan wie daar kragtens subklousule (1) van hierdie klousule vrystelling verleen word, die voorwaardes waaraan sodanige vrystelling onderworpe is, asook die geldigheidsduur van sodanige vrystelling: Met dien verstande dat die Raad, na een week kennisgewing aan die betrokke persoon, die vrystellingsertifikaat na goedvinde kan intrek.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig hierdie klousule verleen is, 'n sertifikaat uitreik wat deur hom onderteken is en waarin ondergeenemde gegewens vermeld word:

- (a) Naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes ooreenkomstig subklousule (2) van hierdie klousule gestel, waaraan sodanige vrystelling onderworpe is; en
- (d) die tydperk waarvoor die vrystelling van krag is.

A "queue marshal" shall—

- (a) control the orderliness of the passengers boarding the bus at termini;
- (b) assist wherever possible to ensure that the buses leave the termini at the correct times and intervals;
- (c) assist when called upon to do so by an inspector, bus driver, conductor, checker, dispatcher or any other authorised person in the efficient running of the bus service.

16. EMPLOYMENT OF TRADE UNION LABOUR

(1) No member of the employers' organisation shall employ for a period of longer than one week any person who is not a member of the trade union, provided that such person is eligible for membership, and further that this subclause shall not apply where, in the opinion of the Council, membership of the union has been refused without good and sufficient cause, and the applicant has reported that refusal to the Council within 30 days of receipt, in writing, of that refusal.

(2) Proof of membership of the trade union shall be the production of a membership card of the trade union, issued by and on the authority of the trade union.

(3) The provisions of subclause (1) shall not apply 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 trade refused any invitation from the trade union to become a member thereof, the provisions of subclause (1) immediately apply to such immigrant.

17. DISCIPLINE

(1) The trade union undertakes to co-operate with the employers and the Council in ensuring the maintenance of proper discipline amongst its members during periods of work, and to obviate pilfering, slackness, malingering, negligence, disobedience and the non-observance of the traffic ordinances and the adherence to the duties of the transport personnel as laid down in clause 15 of this Agreement.

(2) Employers shall obey and carry out determinations and directives issued by the National Transport Commission and the Local Road Transportation Board from time to time in so far as the smooth and efficient conduct of trade is concerned.

18. ADMINISTRATION OF AGREEMENT

(1) The Council shall be the body responsible for the administration of this Agreement and may issue interpretations and rulings not inconsistent with the provisions thereof, or of the Act, for the guidance of employers and employees.

(2) The Council shall have the express authority to investigate any alleged malpractice arising from employment, including the collection and distribution of moneys on behalf of employers and employees.

(3) Any disputes which may arise regarding the interpretation of any of the provisions of this Agreement shall be referred to the Council for a decision.

19. EXEMPTIONS

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

(2) The Council shall fix, in respect of any person granted exemption in terms of subclause (1) of this clause the conditions subject to which the exemption is granted, and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing to the person concerned, withdraw the licence of exemption.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of this clause a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate,

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word in volgorde nommer;
- (b) 'n afskrif hou van elke sertifikaat wat uitgereik word; en
- (c) indien vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

(5) Die bepalings van enige vrystellingssertifikaat wat kragtens hierdie klousule uitgereik word, moet deur alle werkgewers nagekom word.

20. BESTAANDE KONTRAKTE

20. Enige dienskontrak wat by die inwerkingtreding van hierdie Ooreenkoms geldig is, is onderworpe aan die bepalings van hierdie Ooreenkoms.

21. ALGEMEEN

Niks in hierdie Ooreenkoms word geag magtiging te verleen om 'n persoon in diens te neem wie se indiensneming deur enige wet verbied word, of die indiensneming van enige persoon te eniger tyd of tye wat deur enige wet verbied word nie.

22. REGISTRASIE VAN WERKGEWERS

(1) Onderstaande besonderhede moet deur alle werkgewers binne een maand na die inwerkingtreding van hierdie Ooreenkoms, en deur iedere persoon wat na daardie datum tot die Bedryf toetree, binne een maand na die aanvang van sy bedrywighe, skriftelik per geregistreerde pos aan die Sekretaris van die Raad gestuur of per bode aan hom afgelewer word, en moet deur die werkgewer of sy behoorlik gemagtigde verteenwoordiger onderteken wees:

(a) In die geval van 'n enkele werkgewer, naam en besigheidsadres, voluit, en indien hy sy besigheid onder 'n handelsnaam dryf, sodanige handelsnaam voluit;

(b) in die geval van twee of meer persone wat 'n besigheid as vennote dryf, die name van beide vennote en die naam van die vennootskap of handelsnaam voluit, en die adres waar die vennootskapsbesigheid gedryf word;

(c) indien 'n werkgewer 'n geregistreerde maatskappy is, die geregistreerde naam van die maatskappy voluit, die adres van sy geregistreerde kantoor, name van direkteure voluit en die adres waar die besigheid wat onder hierdie Ooreenkoms ressorteer, gedryf word.

(2) Indien daar enige verandering sou plaasvind in die besonderhede wat ingevolge subklousule (1) verstrek moet word, moet die werkgewer die Sekretaris van die Nywerheidsraad binne 10 (tien) dae na sodanige verandering skriftelik daarvan in kennis stel.

(3) Elke werkgewer moet gelyktydig met die indiening van die besonderhede, wat hy ingevolge subklousule (1) moet verstrek, die Sekretaris van die Raad skriftelik in kennis stel van die getal busse wat hy in sy bedryf gebruik, die registrasienommers van die busse, die getal passasiers wat elke bus mag vervoer, die getal werknemers by hom in diens, en die klasse waaronder hulle ressorteer.

(4) 'n Werkgewer moet die Sekretaris van die Nywerheidsraad sewe dae voor die tyd skriftelik daarvan in kennis stel as hy hom aan die Bedryf wil onttrek.

23. ORGANISASIE VAN WERKNEMERS

(1) Elke werkgewer moet enige persoon of persone wat skriftelik deur die vakvereniging en die Raad daartoe gemagtig is, toelaat om van tyd tot tyd gedurende etenspouses sy bedryfsinrigting te betree ten einde—

(a) onderhoude met werknemers te voer oor vakverenigingsaangeleenthede;

(b) nuwe lede in te skryf;

(c) kennisgewings deur die vakvereniging uitgereik aan te bring en te versprei.

(2) Die gemagtigde persoon of persone moet die werkgewer of sy behoorlik gemagtigde verteenwoordiger verwittig van sy/hul voorneme om sy bedryfsinrigting te besoek.

24. VERTEENWOORDIGERS VAN DIE VAKVERENIGING IN DIE RAAD

Elke werkgewer moet aan enige van sy werknemers wat verteenwoordigers van die vakvereniging in die Raad is, alle redelike geriewe verleen om hul pligte in verband met die werk van die Raad na te kom.

(4) The Secretary of the Council shall—

(a) number consecutively all licences issued;

(b) retain a copy of each licence issued; and

(c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

(5) Every employer shall observe the provisions of any licence of exemption issued in terms of this clause.

20. EXISTING CONTRACTS

Any contract of service in operation at the date of coming into operation of this Agreement shall be subject to the provisions of this Agreement.

21. GENERAL

Nothing in this Agreement shall be deemed to authorise the employment of any person whose employment is prohibited by any law, or the employment of any person at any time or times prohibited by any law.

22. REGISTRATION OF EMPLOYERS

(1) Every employer shall, within one month of the coming into operation of this Agreement, and every person entering the trade after that date, shall, within one month of the commencing of operations by him, forward in writing to the Secretary of the Council, by registered post, or deliver by hand, the following particulars which shall be signed by him or his duly authorised representative:

(a) In the case of a single employer, his full name and business address and, if he carries on business under a trade name, such trade name in full;

(b) in the case of two or more persons carrying on a business in partnership, the full name of each partner, the full partnership or trade name, and the address at which the partnership business is carried on;

(c) in the case of an employer being a registered company, the full registered name of the company, the address of its registered office, the full names of the directors and the address where the business which falls under this Agreement is carried on.

(2) In the event of any change in the particulars required to be furnished in pursuance of subclause (1), the employer shall, within 10 (ten) days of such change, give notice thereof in writing to the Secretary of the Industrial Council.

(3) Every employer shall in writing, notify the Secretary of the Council, at the same time as he has forwarded the particulars required to be furnished in pursuance of subclause (1), the number of buses with which he conducts his business, the registration numbers of the buses, the number of passengers the buses are licensed to carry and the number of his employees and the classes in which they are employed.

(4) An employer shall give seven days' notice, in writing, to the Secretary of the Industrial Council of his intention to cease to be an employer in the trade.

23. ORGANISATION OF EMPLOYEES

(1) Every employer shall permit any person or persons authorised in writing, by the trade union and the Council to enter his establishment from time to time, during meal intervals, for the purpose of—

(a) interviewing employees on trade union matters;

(b) enrolling new members;

(c) posting and distributing notices issued by the trade union.

(2) The authorised person or persons shall notify the employer or his duly authorised representative of the intention to visit his establishment.

24. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

25. AGENTE

Die Raad moet een of meer genoemde persone aanstel as agente om met die uitvoering van die bepalings van hierdie Ooreenkoms behulpsaam te wees, en die verpligting rus op alle werkgewers wat lede van die werkgewersorganisasie is om so 'n agent toe te laat om na goedvinde en na mate dit vir die doel van sy inspeksie nodig is, sekere navrae te doen, boeke en dokumente na te gaan, persele te inspekteer en persone te ondervra.

26. FONDSE VAN DIE RAAD

Die fondse van die Raad, wat by die Raad berus en deur hom administreer word, word soos volg verkry:

(1) Elke werkgewer moet van die loon van elk van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, die volgende bedrae aftrek:

(a) In die geval van elke werknemer wat tot en met R12 per week verdien: 5c per week; en

(b) in die geval van elke werknemer wat meer as R12 per week verdien: 8c per week.

(2) Die totale bedrag aldus afgetrek, tesame met 'n gelyke bedrag wat die werkgewer moet bydra, vergesel van 'n lys in die vorm van Bylae A van hierdie Ooreenkoms waarop aangedui word hoe die bedrag saamgestel is, moet aan die Sekretaris van die Nywerheidsraad gestuur word sodat dit hom voor of op die 15de dag van elke maand bereik.

27. LEDEGELDE VAN DIE WERKGEWERS-ORGANISASIE

Elke werkgewer wat lid is van die Bus Owners' Association moet die ledegeld aan die Association verskuldig voor of op die 15de dag van elke maand in die vorm van Aanhangsel A, aan die Sekretaris van die Raad stuur of by hom besorg. Die Sekretaris van die Raad moet die ledegeld aldus ontvang aan die Sekretaris van die Bus Owners' Association deurstuur.

28. VAKVERENIGINGSLEDEGELD

(1) Elke werkgewer moet van die weekloon van sy werknemers wat lede van die vakvereniging is en deur hierdie Ooreenkoms geraak word, die weeklikse ledegeld aftrek wat deur sodanige werknemers aan die vakvereniging betaalbaar is, en moet die bedrae aldus ingevorderd voor of op die 15de dag van elke maand aan die Sekretaris van die Nywerheidsraad stuur. Die ledegeld aldus ontvang, moet deur die Sekretaris van die Raad aan die Sekretaris van die Vakvereniging deurgestuurd word.

(2) Die aldus inbetaalde bedrag moet vergesel gaan van 'n staat in die vorm van Aanhangsel A waarop aangedui word die name van die betrokke werknemers, die bedrag wat ten opsigte van elkeen afgetrek is en die tydperk ten opsigte waarvan die afrekkings gedoen is.

(3) Hierdie klousule is nie van toepassing op 'n werknemer wat na die oordeel van die Raad om 'n grondige rede nie van die vakvereniging lid wil word of bly nie.

29. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms in beide amptelike tale en in die vorm voorgeskryf by die regulasies ingevolge die Wet, in sy bedryfsinrigting aanbring en aangebring hou op 'n plek wat maklik vir sy werknemers toeganklik is.

30. ULTRA VIRES

Indien enige van die bepalings van hierdie Ooreenkoms deur 'n bevoegde geregtshof *ultra vires* verklaar word, word die orige bepalings van die Ooreenkoms geag die Ooreenkoms te wees, en bly hulle van krag solank die Ooreenkoms van krag is.

Namens die partye op hede die 17de dag van Oktober 1972 te Durban onderteken.

P. M. HARRY, Voorsitter

G. P. SINGH, Ondervoorsitter

F. R. R. ALEXANDER, Sekretaris.

25. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer who is a member of the employer's organisation to permit such agent to institute such inquiries and to examine such books, documents and premises as he may deem fit, and to interrogate such persons as may be necessary for the completion of his inspection.

26. COUNCIL FUNDS

The funds of the Council, which shall be vested in and administered by the Council, shall be provided for in the following manner:

(1) Every employer shall deduct from the earnings of each of his employees for whom minimum wages are prescribed in this Agreement—

(a) in the case of every employee earning up to and including R12 per week: 5c per week; and

(b) in the case of every employee earning more than R12 per week: 8c per week.

(2) The total amount so deducted, together with an equal amount which shall be contributed by the employer, shall be forwarded together with a list detailing the manner in which the amount has been compiled, in the form of Annexure A to this Agreement, to the Secretary of the Industrial Council, to reach his office not later than the 15th day of every month.

27. EMPLOYERS' ORGANISATION SUBSCRIPTIONS

Every employer who is a member of the Bus Owners' Association, shall remit the subscriptions due to the Association to the Secretary of the Council, in the form of Annexure A, not later than the 15th day of every month. The Secretary of the Council shall transmit the subscriptions so received to the Secretary of the Bus Owners' Association.

28. TRADE UNION SUBSCRIPTIONS

(1) Every employer shall deduct from the weekly wage of his employees who are members of the trade union and who are affected by this Agreement, the amount of the weekly subscriptions payable by such employees to the trade union, and shall forward the amounts so collected to the Secretary of the Industrial Council not later than the 15th day of every month. The Secretary of the Council shall transmit the subscriptions so received to the Secretary of the Trade Union.

(2) The amount so forwarded shall be accompanied by a statement in the form of Annexure A reflecting the names of the employees concerned, the amount deducted in respect of each employee and the period in respect of which deductions were made.

(3) This clause shall not apply where an employee, in the opinion of the Council, has good cause for objection to becoming or remaining a member of the union.

29. EXHIBITION OF AGREEMENT

Every employer shall keep a legible copy of this Agreement, in both official languages, exhibited in his establishment in a place readily accessible to his employees in a form prescribed in the regulations under the Act.

30. ULTRA VIRES

Should any of the provisions of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of the Agreement shall be deemed to be the Agreement, and shall remain in force for the unexpired period of this Agreement.

Signed on behalf of the parties this 17th day of October 1972, at Durban.

P. M. HARRY, Chairman.

G. P. SINGH, Vice-Chairman.

F. R. R. ALEXANDER, Secretary.

NYWERHEIDSRAAD VIR DIE VERVOERBEDRYF—NIE-BLANKE PASSASIERE, DURBAN

Telefoon 6-9221

Werkgewer se opgaawe van bydraes aan die tydperk..... Telefoon.....
 Naam en adres van werkgewer.....
 Bydraes vir die maand..... 19..... Tydperk vanaf..... tot..... Getal weke.....

[illegible]

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE VERVOERBEDRYF—NIE-BLANKE PASSASIERE, DURBAN

Nywerheidsraadnommer.....

K.M.S.-gebou 42

Greystraat 173

Durban

Telefoon 6-9221

Vakverenigingnommer.....

DIENSREKORD

Naam.....

Persoonsnommer.....

Adres.....

Leeftyd.....

Beroep.....

Naam van werkgewer	Adres	Beroep	Datum van indiens-neming	Datum van diens-beëindiging	Loon	Rede vir uittrede*	Opmerkings	Handtekening van werkgewer

* Skryf slegs die nommer van die onderhawige rede neer, nl.: 1. Bedanking; 2. Personeelinkorting; 3. Onbepaald; 4. Ander.

INGEVOLGE KLOUSULE 12 MAG GEEN WERKGEWER 'N PERSOON IN DIENS NEEM WAT NIE IN BESIT VAN 'N DIENS-REKORDKAART IS NIE

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE NON-EUROPEAN PASSENGER TRANSPORTATION TRADE, DURBAN

Industrial Council No.....

42 K.M.S. House

173 Grey Street

Durban

Telephone 6-9221

Trade Union No.....

RECORD OF SERVICE

Name.....

Identity No.....

Address.....

Age.....

Occupation.....

Name of employer	Address	Occupation	Date engaged	Date terminated	Wage	Reason for leaving*	Remarks	Employer's signature

* Insert Numeral Only of heading applicable, viz.: 1. Resignation; 2. Reduction of staff; 3. Casual; 4. Other.

IN TERMS OF CLAUSE 12, NO EMPLOYER SHALL EMPLOY ANY PERSON UNLESS HE IS IN POSSESSION OF A RECORD OF SERVICE CARD

No. R. 479

30 Maart 1973

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

VERVOERBEDRYF—NIE-BLANKE PASSASIERE, DURBAN

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Vervoerbedryf—Nie-Blanke Passasiers, gepubliseer by Goewermentskennisgewing R. 478 van 30 Maart 1973 oor die algemeen vir werknemers 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 desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

No. R. 479

30 March 1973

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

NON-EUROPEAN PASSENGER TRANSPORTATION TRADE, DURBAN

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Non-European Passenger Transportation Trade, published under Government Notice R. 478 of 30 March 1973 to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN, Minister of Labour.

INHOUD

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