



STAATSKOERANT VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA GOVERNMENT GAZETTE

REGULASIEKOERANT No. 2427

As 'n Nuusblad by die Poskantoor Geregistreer

PRYS 20c PRICE
OORSEE 30c OVERSEAS
POSVRY — POST FREE

REGULATION GAZETTE No. 2427

Registered at the Post Office as a Newspaper

Vol. 140]

PRETORIA, 25 FEBRUARIE 1977
25 FEBRUARY 1977

[No. 5414]

GOEWERMENTSKENNISGEWING**DEPARTEMENT VAN ARBEID**

No. R. 268

25 Februarie 1977

WET OP NYWERHEIDSVERSOENING, 1956**PADPASSASIERSVERVOERBEDRYF, KIMBERLEY**

Ek, Stephanus Petrus Botha, 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 Padpassasiervervoerbedryf betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 12 maande vanaf genoemde Maandag eindig, bindend is vir die werkewer en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde verenigings 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 (3) (d) en (g), 7 (1) (a) en (2), 13, 16 en 17, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 12 maande vanaf genoemde Maandag eindig, bindend is vir alle ander werkewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die munisipale gebied van Kimberley; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (3) (d) en (g), 7 (1) (a) en (2), 13, 16 en 17, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 12 maande vanaf genoemde Maandag eindig, in die gebied gespesifieer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

56986—A

GOVERNMENT NOTICE**DEPARTMENT OF LABOUR**

No. R. 268

25 February 1977

INDUSTRIAL CONCILIATION ACT, 1956**ROAD PASSENGER TRANSPORT INDUSTRY,
KIMBERLEY**

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Road Passenger Transport Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 12 months from the said Monday, upon the employer and the trade unions which entered into the said Agreement and upon the employees who are members of the said unions;

(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 (3) (d) and (g), 7 (1) (a) and (2), 13, 16 and 17, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 12 months from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the municipal area of Kimberley; and

(c) in terms of 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 12 months from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (3) (d) and (g), 7 (1) (a) and (2), 13, 16 and 17, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

5414—1

BYLAE

NYWERHEIDSRAAD VIR DIE PADPASSASIERSVERVOERBEDRYF, KIMBERLEY

OOREENKOMS

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

Kimberley Bus Services (Pty) Ltd
(hierna die "werkewer" genoem), aan die een kant, en die Kimberley Transport Workers' Union
en die

Transport Workers' Union (Coloured and Asian)
(hierna die "werkemers" of die "vakverenigings" genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Padpassasiersvervoerbedryf, Kimberley.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die munisipale gebied van Kimberley nagekom word deur die werkewersmaatskappy en sy werkemers wat by die Padpassasiersvervoerbedryf betrokke en lede van die vakverenigings is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werkemers vir wie minimum lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vassel en bly van krag vir 'n tydperk van 12 maande of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"Bantoediens" padpassasiersvervoerdienste wat vir Bantoes bedoel is;

"los werkemmer" 'n werkemmer wat hoogstens drie dae per week by dieselfde werkewer in diens is;

"kondukteur" 'n werkemmer wat aan die werkewer verantwoordelik is vir die invordering en stiptelike deponering van reisgeld, die veiligheid van passasiers en behoorlike reëling sodat die voertuie wat gebruik word op tyd loop;

"Raad" die Nywerheidsraad vir die Padpassasiersvervoerbedryf, Kimberley, wat kragtens artikel 19 van die Wet geregistreer is;

"klerk" 'n werkemmer wat uitsluitlik of hoofsaaklik skryf- en/of tikwerk, snelskrif en/of ander klerklike werk verrig en ook 'n kassier en boekhouer;

"klerk, gekwalificeer," 'n klerk met minstens drie jaar ondervinding;

"klerk, ongekwalificeer," 'n klerk met minder as drie jaar ondervinding;

"dag" as dit in verband met die werktyd van 'n drywer of kondukteur gebesig word, die tydperk van 24 uur tussen 04h00 op 'n bepaalde dag en 04h00 op die daaropvolgende dag, uitgesonderd in die geval van diensroosters wat op spesiale voertuie betrekking het, waar die dag uitdruklik in sodanige roosters omskryf moet word;

"dagloon" in die geval van 'n werkemmer wat vyf dae in 'n week werk, die loon wat hy gewoonlik gedurende 'n week ontvang, gedeel deur vyf, en, in die geval van 'n werkemmer wat ses dae in 'n week werk, die loon wat hy gewoonlik gedurende 'n week ontvang, gedeel deur ses;

"afsender" 'n werkemmer wat uitsluitlik of hoofsaaklik die praktiese toepassing van vooraf bepaalde skofte, tye en roosters reël deur middel van opdragte aan drywers en/of kondukteurs of die rangering van die voertuie of die indeling van die werkspanne soos genoedsaak deur die vereistes van die diens, en die klerklike werk wat met sodanige pligte in verband staan;

"drywer" 'n werkemmer wat aan die werkewer verantwoordelik is vir die dryf van voertuie wat in gebruik is, vir die veiligheid van passasiers en ook vir die behoorlike reëlings sodat voertuie wat in gebruik is op tyd loop;

"drywer/kondukteur" 'n drywer of kondukteur wat in die tweedelige hoedanigheid van drywer en kondukteur, soos bedoel in hierdie Ooreenkoms, diens doen;

"dienstrooster" 'n rooster wat in besonderhede die roetes en tye aangee wat kondukteurs, en drywers/kondukteurs om die beurt oor 'n tydperk van een of meer weke moet werk;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ROAD PASSENGER TRANSPORT INDUSTRY, KIMBERLEY

AGREEMENT

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

Kimberley Bus Services (Pty) Ltd
(hereinafter referred to as the "employer"), of the one part, and the

Kimberley Transport Workers' Union
and

The Transport Workers Union (Coloured and Asian)
(hereinafter referred to as the "employees" or the trade unions), of the other part,
being the parties to the Industrial Council for the Road Passenger Transport Industry, Kimberley.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the municipal area of Kimberley by the employer company and its employees who are engaged in the Road Passenger Transport Industry and who are members of the trade unions.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply to employees for whom minimum wages are prescribed in clause 4.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 of the Act, and shall remain in operation for a period of 12 months or such period as may be determined by him.

3. DEFINITIONS

Any terms used in this Agreement which are defined in the Act shall have the same meaning as in that Act, and any reference to the Act shall include an amendment of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"Bantu service" means road passenger transport services scheduled for Bantu;

"casual employee" means an employee who is employed by the same employer for not more than three days in any one week;

"conductor" means an employee who is responsible to the employer for the collection and prompt paying in of fares, safety of passengers and proper timely running of vehicles in service;

"Council" means the Industrial Council for the Road Passenger Transport Industry, Kimberley, registered in terms of section 19 of the Act;

"clerical employee" means an employee who wholly or mainly performs writing and/or typing, shorthand and/or any other form of clerical work, and includes a cashier and bookkeeper;

"clerical employee, qualified," means a clerical employee who has had not less than three years' experience;

"clerical employee, unqualified," means a clerical employee who has less than three years' experience;

"day" means when used in connection with the working time of a driver or conductor, the period of 24 hours between 04h00 on any one day and 04h00 on the next succeeding day, except in the case of duty schedules relating to special vehicles when the day shall be specially defined in such schedules;

"daily wage" means in the case of an employee who works a five-day week, the wage ordinarily received by him during a week divided by five, and, in the case of an employee who works a six-day week, the wage ordinarily received by him during a week divided by six;

"despatcher" means an employee who is wholly or mainly engaged in the practical application of predetermined shifts, times and schedules, by means of instructions to drivers and/or conductors or the shunting of the vehicles or crews as required by the exigencies of the service, and any clerical work pertaining to such duties;

"driver" means an employee who is responsible to the employer for the driving of vehicles in service, safety of passengers and the proper timely running of the vehicles in service;

"driver-conductor" means a driver or conductor who is employed in the dual capacity of a driver and a conductor as specified in this Agreement;

"duty schedule" means a schedule detailing the routes upon and the time during which conductors and driver-conductors shall work in rotation over a period covering one or more weeks;

"noodwerk" werk wat weens 'n brand, storm, epidemie, gewelddaad, diefstal of ander onvoorsiene omstandighede sonder versuim in die openbare belang gedoen moet word;

"ondervinding" die totale dienstydperk wat 'n werknemer of by sy huidige of by 'n ander werkgever gehad het in die besondere beroep waarin hy uitsluitlik of hoofsaaklik werksaam is;

"Blankediens" padpassasiersvervoerdienste wat vir Blanke persone bedoel is;

"uurloon", met betrekking tot—

(a) inspekteurs, afsenders, kondukteurs, en drywer-kondukteurs, die loon wat die werknemer gewoonlik gedurende 'n week ontvang, gedeel deur 48;

(b) alle ander werknemers, die loon wat die werknemer gewoonlik gedurende 'n week ontvang, gedeel deur 46;

"inspekteur" 'n werknemer wat deur die werkgever aangestel is om toesig te hou oor die werking van voertuie en die werk van die drywer-kondukteurs en kondukteurs;

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

(a) Petrol ingooi; oliebakke leegtap en/of volmaak; batterye uithaal, volmaak en/of weer insit; motorvoertuie was en/of poleer en/of skoonmaak; onderdele van motorvoertuie skoonmaak; lug inpomp; wiele omruil; wiele, motorkappe, bandoortreksels of ander hindernisse wat afgehaal moet word om die werksaamhede te kan voltooi, afhaal en weer aansit; wiele of vellings, buite- en/of binnebande vir die heelmaak van lekke of vir skilderwerk afhaal en weer aansit; binnebande heelmaak; werk van 'n vulkaniseerde se arbeider verrig; binne- en/of buitebande aan vellings of wiele aansit en/of omruil, en onder toesig help met die sloping van voertuie vir herstelwerk of vir afval;

(b) persele, voertuie, diere, gerei, masjinerie, werktuie, gereedskap of ander artikels skoonmaak; voertuie laai en aflaai; goedere dra, verskuif, opstapel en uitpak; pakkette en pakkies sorteer; bottels of ander houers volmaak; deure en vensters oopmaak of toemaak; kiste, bale of ander pakkette oopmaak of toemaak; vuurmaak of vure aan die brand hou, afval of as verwijder; brieve, boodskappe of goedere te voet of met 'n fiets, driewieler of handvoertuig aflewer of vervoer; trekdiervoertuie en handvoertuie dryf of daar mee help, tee of dergelyke dranke maak;

"nagvoorman" 'n werknemer wat hoofsaaklik buite die normale werkure van die passasiersdienste werk, wat beheer oor veërs, skoomakers, wassers en ander onderhoudspersoneel uitoefen, wat dissipline en produktiwiteit handhaaf en wat boekhou van onderhoudswerksaamhede en die uitreiking van materiaal;

"Nie-Blankediens" padpassasiersvervoerdienste wat vir Kleurlinge bedoel is;

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

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

"Padpassasiersvervoerbedryf" of "Bedryf" die onderneming waarin die werkgever en die werknemers met mekaar geassosieer is met die doel om enige persoon of persone vir vergoeding oor 'n openbare pad te vervoer deur middel van 'n voertuig (uitgesonderd 'n voertuig onder die beheer van die Administrasie van die Suid-Afrikaanse Spoerweë en Hawens of 'n munisipaliteit) wat ontwerp is vir aandrywing op 'n ander manier as deur menslike of dierlike krag en wat bedoel is om meer as agt persone te vervoer, met inbegrip van die drywer van die voertuig, en ook persone wat die voertuie onderhou, skoonmaak, vernuwe, herstel, verander of bou, as dié werk deur die werkgever onderneem word;

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

"loodsworker" enige werknemer, uitgesonderd 'n inspekteur, afsender, kondukteur, drywer-kondukteur of klérk;

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

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

"emergency work" means any work which, owing to fire, storm, epidemic, act of violence, theft or other unforeseen circumstances, is, in the public interest, required to be done without delay;

"experience" means the total period of employment which an employee has had either with his present or any other employer, in the particular occupation in which he is wholly or mainly employed;

"European service" means road passenger transport service scheduled for White persons;

"hourly wage" means in relation to—

(a) inspectors, dispatchers, conductors and driver-conductors, the wage ordinarily received by the employee during a week, divided by 48;

(b) any other employee, the wage ordinarily received by the employee during a week, divided by 46;

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

"labourer" means an employee who wholly or mainly performs any one or more of the following operations or duties:

(a) petrol filling, draining oil sumps and/or oil filling; removing, filling and/or replacing batteries; washing and/or polishing and/or cleaning of motor vehicles; cleaning parts of motor vehicles; pumping or air; changing wheels; removing and replacing wheels, bonnets, tyre covers or otherwise any obstruction necessary for finishing operations; removing wheels or rims, tyres and/or tubes for the repair of punctures or painting and replacing them; repairing tubes; performing the work of a vulcaniser's labourer; fitting and/or changing tyres and/or tubes on rims or wheels, and assisting in stripping vehicles for repair or scrap, under supervision;

(b) cleaning premises, vehicles, animals, utensils, machinery, implements, tools or other articles; loading and unloading vehicles; carrying, moving, stacking and unpacking goods; sorting packages and parcels; filling bottles or other containers; opening or closing doors and windows; opening or closing boxes, bales or other packages; making or maintaining fires or removing refuse or ashes; delivering or conveying letters or messages or goods, on foot or by means of a bicycle, tricycle or hand-propelled vehicle; driving and assisting with animal-drawn and hand-propelled vehicles; making tea or similar beverages;

"night foreman" means an employee who works mainly outside of the normal hours of operation of the passenger services, who exercises control over sweepers, cleaners, washers and other maintenance personnel, who maintains discipline and productivity, and who keeps records of maintenance activities and material issues;

"Non-White service" means road passenger transport services scheduled for Coloured persons;

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

"pay-week" means the weekly recurring period of seven days terminating on Sundays in respect of conductors, driver-conductors and labourers, and on Tuesdays in respect of the rest of the weekly paid staff in respect of whom wages are paid each week by the employer;

"Road Passenger Transport Industry" or "Industry" means the undertaking in which the employer and employees are associated for the purpose of transporting for reward over any public road any person or persons by means of any vehicle (other than a vehicle controlled by the South African Railways and Harbours Administration or a municipality) designed for propulsion otherwise than by human or animal power and designated to carry more than eight persons, including the driver of such vehicle, and shall include persons engaged in the maintenance, cleaning, renovation, repair, alteration or construction of such vehicles when such work is undertaken by the employer;

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

"shed employee" includes any employee, other than an inspec-

"watchman" means an employee mainly occupied on guarding the premises of the employer and/or protecting the vehicles of which the employer is the owner;

"working time" in relation to driving or conducting shall mean the period reckoned each day from the time such employee is required or scheduled to board the vehicle to the time when he leaves it or any time during which he is required to be available for duty, plus an additional period of two hours per week or 20 minutes per day as time allowance for drawing equipment, checking up the vehicles, driving them to the

te betaal, ens.: Met dien verstande dat die tydtoelating in die geval van drywer-kondukteurs hoogstens drie uur per week of 30 minute per dag mag wees;

"werktyd", met betrekking tot 'n loodswerker, al die tyd wat die werkewer van die werknemer vereis om vir diens beskikbaar te wees;

"loon" die bedrag geld wat aan 'n werknemer betaalbaar is ingevolge klousule 4 ten opsigte van sy gewone werkure soos voorgeskryf in klousule 6; Met dien verstande dat indien 'n werkewer aan 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n bedrag betaal wat meer is as dié in klousule 4 voorgeskryf dit dié hoër bedrag beteken.

4. LONE EN BESOLDIGING

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

	Minimum weekloon R
(a) Inspekteurs—	
(i) met jurisdiksie oor al die dienste.....	52,80
(ii) met jurisdiksie net oor Nie-Blanke- en Bantoe-dienste.....	35,88
(iii) met jurisdiksie net oor Bantoe-dienste.....	25,30

	Minimum uurloon R
(b) Klerke—	
gekwalfiseer.....	28,60
ongekwalfiseer.....	22,20
(c) Afsender—	
(i) op Blankedienste.....	33,30
(ii) op Nie-Blankedienste.....	27,60
(iii) op Bantoe-dienste.....	20,70

	Minimum uurloon R
(d) Drywer-kondukteurs (uitgesonderd dié op Bantoe-dienste)—	
vir die eerste drie maande diens.....	0,71
vir die volgende nege maande diens.....	0,78
vir die tweede jaar diens.....	0,79
vir die derde jaar diens.....	0,80
vir die vierde jaar diens.....	0,83
vir die vyfde jaar diens.....	0,84
vanaf die sesde jaar diens.....	0,85
vanaf die elfde jaar diens.....	0,92
vanaf die sestende jaar diens.....	0,99
vanaf die twintigste jaar diens en daarna.....	1,13

	Minimum uurloon R
(e) Kondukteurs op 'n Bantoe-diens—	
vir die eerste jaar diens.....	0,33
vir die tweede jaar diens.....	0,37
vir die derde jaar diens en daarna.....	0,38
(f) Drywer-kondukteurs op 'n Bantoe-diens—	
vir die eerste jaar diens.....	0,52
vir die tweede jaar diens.....	0,55
vir die derde jaar diens.....	0,56
vir die vierde jaar diens.....	0,57
vir die vyfde jaar diens.....	0,59
vir die sesde jaar diens en daarna.....	0,61

	Minimum weekloon R
(g) (i) nagvoormanne.....	23,00
(ii) arbeiders.....	19,32
(iii) wagte.....	19,32

Benewens bogenoemde basiese lone, is 'n bekwaamheidstoelae van R5 per week betaalbaar aan alle bedryfswerknemers met uitsondering van inspekteurs soos in paragraaf (a) (i) aangedui.

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

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

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

starting point, paying in, etc.: Provided that the time allowance in the case of driver-conductors shall not exceed three hours per week or 30 minutes per day;

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

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

4. WAGES AND REMUNERATION

(1) The minimum weekly wage that shall be paid to the undermentioned classes of employees shall be as follows:

	Minimum weekly wage R
(a) Inspectors—	
(i) with jurisdiction over all services.....	52,80
(ii) with jurisdiction over Non-Whites and Bantu services only.....	35,88
(iii) with jurisdiction over Bantu services only....	25,30

	Minimum weekly wage R
(b) Clerical employees—	
(i) qualified.....	28,60
(ii) unqualified.....	22,20

	Minimum hourly wage
(c) Despatchers—	
(i) on White services.....	33,30
(ii) on Non-White services.....	27,60
(iii) on Bantu services.....	20,70

	Minimum hourly wage R
(d) Driver-conductors (other than those on Bantu services)—	
for the first three months of service.....	0,71
for the next nine months of service.....	0,78
for the second year of service.....	0,79
for the third year of service.....	0,80
for the fourth year of service.....	0,83
for the fifth year of service.....	0,84
from the sixth year of service.....	0,85
from the eleventh year of service.....	0,92
from the sixteenth year of service.....	0,99
from the twenty-first year of service and thereafter.....	1,13

	Minimum hourly wage R
(e) Conductors on a Bantu service—	
for the first year of service.....	0,33
for the second year of service.....	0,37
for the third year of service and thereafter.....	0,38

	Minimum hourly wage R
(f) Driver-conductors on a Bantu service—	
for the first year of service.....	0,52
for the second year of service.....	0,55
for the third year of service.....	0,56
for the fourth year of service.....	0,57
for the fifth year of service.....	0,59
for the sixth year of service and thereafter.....	0,61

	Minimum weekly wage R
(g) (i) Night foremen.....	23,00
(ii) Labourers.....	19,32
(iii) Watchmen.....	19,32

In addition to the above basic wages, an efficiency allowance of R5 per week is payable to all operating employees with the exception of inspectors as shown in paragraph (a) (i).

(2) (a) Any employee who is required or allowed temporarily to act as driver-conductor or conductor or to perform two or more classes of work for which different rates of wages are prescribed shall for the time worked at each such class be paid at not less than the time rate applicable to the class of work performed: Provided that in no case shall such employee be paid at a rate lower than that prescribed for the work for which he has been engaged.

(b) A driver-conductor may be required to perform the duties of a conductor as well as a driver-conductor in the discretion of the employer.

(3) Subject to any deduction authorised by clause 5 of this Agreement, the minimum wage per week of a conductor or a driver-conductor shall not be less than 48 times his hourly wage, even though the working time of such employee in such week has been less than 48 hours.

(4) 'n Werknemer wat op die datum waarop hierdie Ooreenkoms in werking tree, 'n loon ontvang wat hoër is as dié wat in hierdie klousule voorgeskryf word, moet steeds sodanige hoër loon ontvang: Met dien verstande dat, ingeval 'n kondukteur op 'n Bantoeiens tot drywer-kondukteur op 'n Bantoeiens bevorder word, sy aanvangsloon minstens die loon moet wees wat hy as kondukteur op 'n Bantoeiens ontvang het, en ingeval 'n kondukteur op 'n Bantoeiens tot 'n drywer-kondukteur op 'n Bantoeiens bevorder word, sy aanvangsloon minstens die loon moet wees wat hy ontvang het as 'n kondukteur op 'n Bantoeiens.

(5) *Los werkner.*—'n Los werkner moet ten opsigte van die totale tydperk op enige dag gewerk, betaal word teen 'n skaal van minstens een en 'n derde maal die uurloon in subklousule (1) voorgeskryf vir 'n werkner wat dieselfde klas werk doen as wat van die los werkner vereis word om te doen: Met dien verstande dat—

(i) waar 'n werkewer van 'n los werkner vereis om die werk te doen van 'n klas werkner vir wie lone op 'n stygende skaal voorgeskryf is, die uitdrukking "uurloon" die voorgeskrewe uurloon beteken met inagneming van sodanige werkner se vorige ondervinding, en in die geval van 'n klerk, die loon wat vir 'n gekwalfiseerde werkner voorgeskryf is;

(ii) waar daar van 'n los werkner vereis word om minder as vier uur op 'n dag te werk, daar geag word dat hy vier uur gewerk het.

Vir die toepassing van hierdie subklousule is die uurloon van 'n werkner sy weekloon gedeel deur die getal weeklikse gewone werkure kragtens klousule 6 vir sodanige werkner voorgeskryf.

5. BETALING VAN BESOLDIGING

(1) Alle besoldiging is weekliks in kontant betaalbaar binne drie dae na die einde van die gewone betaalweek of by diensbeëindiging as dit voor die gewone betaaldag van die werkner plaasvind.

(2) Geen premie mag vir die opleiding van 'n werkner gevra of aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werkewer volgens wet moet bydra.

(3) 'n Werkner mag geen boetes opgelê word nie en geen bedrae van watter aard ook al mag van sy besoldiging afgetrek word nie: Met dien verstande dat die werkewer die volgende mag aftrek:

(a) Van die weekloon van 'n kondukteur of drywer-kondukteur wat, uitgesonderd op las van sy werkewer, op 'n dag nie die hele werktyd werk nie wat vir daardie dag aan hom toegewys is nie, een uur se loon vir elke volle uur wat daar nie gewerk is nie: Met dien verstande dat die werkewer van die weekloon van 'n kondukteur of drywer-kondukteur wat, omdat hy op enige dag laat vir sy werk aangekom het, die skof mis wat vir daardie dag aan hom toegewys is en wat op so 'n dag 'n kleiner getal ure as die getal ure van die skof werk, die verskil tussen sy loon, teen die voorgeskrewe uurloon, vir die getal ure wat werklik gewerk is en sy loon vir die getal ure van die skof mag aftrek;

(b) met die skriftelike toestemming van die werkner, bedrae vir verlof-, siekte-, versekerings-, voorsorgs- of pensioenfondse;

(c) bedrae wat deur 'n werkner gemagtig word vir skade wat as gevolg van die erkende en bewese nalatigheid van die werkner aan die werkewer berokken is en bedrae wat 'n werkewer volgens wet of op las van 'n hof met regsvvoegheid moet of mag aftrek;

(d) enige ander bedrae waaroor die vakverenigings, die werkner en die werkewer onderling ooreenkoms;

(e) bedrae kragtens klousule 18;

(f) enige bedrag wat die werkewer regtens of ingevolge 'n ordonnansie of 'n geregtelike proses ten behoeve van 'n werkner moet betaal; en

(g) met die skriftelike toestemming van die werkner, bedrae vir vakverenigingsfondse.

6. WERKURE EN OORTYDWERK

(1) Inspekteurs, afsenders, kondukteurs en drywer-kondukteurs moet in elke loonweek minstens een diensvry dag toegestaan word.

(2) As 'n werkner ooreenkomsdig die ure werk wat in 'n diensrooster gespesifieer is, moet die getal werkure waarvoor hy elke week betaal moet word, bereken word deur die totale getal ure wat ooreenkomsdig die rooster gewerk is, te deel deur die getal weke wat daardeur gedek word: Met dien verstande dat die getal ure waarvoor aldus betaal word, minstens 48 uur in 'n bepaalde week moet wees.

(3) (a) Behoudens paraaf (b), moet inspekteurs, afsenders, kondukteurs en drywer-kondukteurs teen een en 'n half maal hul uurloon betaal word ten opsigte van alle werktyd van meer as agt uur op 'n bepaalde dag.

(4) An employee who at the date of coming into operation of this Agreement is in receipt of a wage in excess of that prescribed in this clause shall continue to receive such higher wage: Provided that in the event of a conductor on a Bantu service being promoted to a driver-conductor or a Bantu service his commencing wage shall not be less than the wage he received as a conductor on a Bantu service and in the event of a conductor on a Bantu service being promoted to a driver-conductor on a Bantu service his commencing wage shall not be less than the wage which he received as a conductor on a Bantu service.

(5) *Casual employee.*—A casual employee shall be paid in respect of the total period worked on any day at a rate of not less than one and a third times the hourly wage prescribed in subclause (1) for an employee who performs the same class of work as the casual employee is required to do: Provided that—

(i) where an employer requires a casual employee to perform the work of a class of employee for whom wages on a rising scale are prescribed the expression "hourly wage" means the hourly wage prescribed having regard to such employee's previous experience and in the case of a clerical employee means the wage prescribed for a qualified employee;

(ii) where a casual employee is required to work for less than four hours on any day, he shall be deemed to have worked for four hours.

The hourly wage of an employee for the purposes of this subclause shall be his weekly wage divided by the number of weekly ordinary hours of work prescribed for such an employee in terms of clause 6.

5. PAYMENT OF REMUNERATION

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

(2) No premium shall be charged or accepted for the training of an employee: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(3) No fines shall be made against an employee and no deductions of any description shall be made from an employee's remuneration: Provided that the employer may make the following deductions:

(a) From the weekly wages of a conductor or driver-conductor who, except on the employer's instruction, does not on any day work, the whole of the working time assigned to him for that day, one hour's wage for each completed hour of such time not worked: Provided that the employer may deduct from the weekly wage of a conductor or driver-conductor who, through arriving late for duty on any day, misses his allotted shift for that day and who is employed for a lesser number of hours on such a day than the number of hours of such shift, the difference between his wage at the prescribed hourly wage for the number of hours actually worked and for the number of hours of such shift;

(b) the written consent of the employee deductions for holiday, sick, insurance, provident or pension funds;

(c) deductions authorised by an employee in respect of damages occasioned to the employer by the admitted and proved negligence of the employee and any deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;

(d) any other deductions that may be mutually agreed upon among the trade unions, the employee and the employer;

(e) deductions in terms of clause 18;

(f) any amount which the employer is legally or by ordinance or legal process required to pay on behalf of an employee; and

(g) with the written consent of the employee deductions for trade union funds.

6. HOURS OF WORK AND OVERTIME

(1) Inspectors, despatchers, conductors and driver-conductors shall in each pay-week be allowed not less than one day off duty.

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

(3) (a) Subject to paragraph (b), inspectors, despatches, conductors and driver-conductors shall be paid at the rate of one and one-half times their hourly wage in respect of all working time in excess of eight hours in any one day.

(b) Wanneer die tyd wat 'n kondukteur of drywer-kondukteur op diens is, afgesien daarvan of hy sy gewone skof of oortyd werk, oor 'n tydperk van langer as 13 uur op 'n bepaalde dag versprei word, is hy geregtig op dubbel sy uurloon ten opsigte van die tyd gewer nadat 13 uur verstryk het. Wanneer daar van 'n kondukteur of drywer-kondukteur vereis word om op enige dag 13 uur of langer op diens te bly uit hoofde van 'n vooraf bepaalde en berekende skof, is hy geregtig op 'n maaltydtoelae van R0,50 per dag vir elke skof aldus gewerk. Hierdie toelae is nie betaalbaar ten opsigte van onbeplande oortydwerk of langafstand-huurreise of noodgevalle nie.

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

(4) Elke werknemer van wie die werkgewer vereis om op sy diensvry dag sy opwagting by die werkewer se kantoor te maak, moet 'n minimum van twee uur se oortydbesoldiging betaal word tensy die opwagting veroorsaak is deur 'n fout van die werknemer.

(5) (a) 'n Werknemer van wie vereis word om op sy diensvry dag te werk, moet dubbel sy uurloon ontvang vir die tyd aldus gewerk.

(b) *Loodswerkers.*—(i) Van 'nloodsworker kan daar vereis word om op enige dag van die week te werk: Met dien verstande dat as hy op 'n Sondag moet werk, hy minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op so 'n Sondag gewerk, of minstens dubbel die gewone besoldiging wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag, betaal moet word.

(ii) Die uurloon in hierdie Ooreenkoms vir 'nloodsworker voorgeskryf, is die uurloon vir werktyd van hoogstens 46 uur in 'n week wat oor ses of vyf werkdae in 'n week versprei is, na gelang van die vereistes van die diens. Wanneer die werktyd meer as 46 uur in 'n week beloop, moet die uurloon van alleloodsworkers, uitgesonderd 'n wag, vir sodanige langer tyd met 50 persent verhoog word: Met dien verstande dat daar hoogstens 10 uur oortyd in 'n week gewerk mag word.

(c) Behoudens die reg van die werkewer om van 'nloodsworker te vereis om oortyd te werk soos hierin bepaal, mag daar van geenloodsworkers vereis word om soos volg te werk nie:

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

(ii) meer as nege uur en 12 minute per dag as die 46 uur oor vyf dae versprei word; of om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk: Met dien verstande dat by die toepassing van hierdie paragraaf, werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(6) Behoudens subklousule (3) (b) van hierdie klousule, is 'n werknemer wat uitgeroep word om oortyd te werk, in teenstelling met 'n werknemer wie se skof verleng word, geregtig op 'n minimum van twee uur se besoldiging teen een en 'n half maal sy loon: Met dien verstande dat, indien 'n werknemer meer as twee uur oortyd werk, hy teen een en 'n half maal sy loon besoldig moet word ten opsigte van die totale ure aldus gewerk.

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

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

(ii) om, in die geval van 'n werknemer wat gewoonlik vyf dae in 'n week werk, vir langer as nege uur en 15 minute op 'n dag te werk nie;

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

(iv) om in 'n werkdagbestek van langer as 12 uur te werk nie: Met dien verstande dat, indien daar oortyd gewerk word, genoemde werkdagbestek te bove gegaan mag word in die mate waarin gewone werkure plus oortyd en 'n etenspouse wat in subparagraaf (v) voorgeskryf word, 12 uur op 'n dag te bove gaan;

(v) om, behalwe op 'n dag waarop die werkure van 'n werknemer hoogstens vyf en 'n half uur is, vir langer as vyf uur aaneen te werk, sonder 'n etenspouse van minstens een uur nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis en mag hy nie toegelaat word om enige werk te doen nie en sodanige pouse word nie geag deel van die gewone werkure van die werknemer uit te maak nie: Met dien verstande dat 'n werktydperk wat deur pouses van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(vi) om, indien dit 'n vrou is, na 13h00 op meer as vyf dae in 'n week te werk nie;

(b) Whenever the time that a conductor or driver-conductor is on duty, whether on his ordinary shift or when working overtime, is spread over a period of more than 13 hours on any one day, he shall be entitled to double his hourly wage in respect of the time worked after 13 hours have expired. Whenever a conductor or driver-conductor is required to remain on duty for 13 hours or more on any one day by virtue of a predetermined and calculated shift, he shall be entitled to a meal allowance of R0,50 per day for each shift so worked. This allowance is not payable in respect of unplanned overtime, nor in respect of long-distance charter journeys, nor in respect of emergencies.

(c) In calculating working time, the 20 minutes' time allowance to conductors and the 30 minute special allowance to driver-conductors shall be included in such working time.

(4) Any employee who is required by the employer to attend at the office of the employer on his day off duty shall be paid a minimum of two hours at overtime rates, unless such attendance is necessitated by a fault of the employee.

(5) (a) An employee who is required to work on his day of rest shall be paid double his hourly wage for the time so worked.

(b) *Shed employees.*—(i) A shed employee may be required to work on any day of the week: Provided that if he is required to work on a Sunday he shall be paid at a rate not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week day, whichever is the greater.

(ii) The hourly wage prescribed in this Agreement for a shed employee is the hourly wage for working time not exceeding 46 hours in a week to be spread over a six-day or five-day week as the requirements of the service determine. When the working time exceeds 46 hours in a week the hourly wage for such excess time shall for all shed employees other than a watchman be increased by 50 per cent: Provided that no more than 10 hours' overtime may be worked in any week.

(c) Subject to the right of the employer to require a shed employee to work overtime as herein provided, no shed employee shall be required to work—

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

(ii) more than nine hours and 12 minutes per day if the 46 hours are spread over five days; or to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(6) Subject to the provisions of subclause (3) (b) of this clause an employee who is called out to perform overtime work, as distinct from one whose shift is extended, shall be entitled to a minimum of two hours' wages at the rate of time and one-half: Provided that where the employee works overtime in excess of two hours he shall be paid at the rate of time and one-half in respect of the total number of hours so worked.

(7) *Clerical employees.*—(a) Save as otherwise provided in this subclause, no employer shall require or permit a clerical employee—

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

(ii) to work, in the case of an employee who ordinarily works a five-day week, for more than nine hours and 15 minutes on any day;

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

(iv) to work for a spread-over of more than 12 hours: Provided that if overtime is worked the said spread-over may be exceeded to the extent by which the ordinary working hours plus overtime and may any meal interval prescribed by subparagraph (v) exceed 12 hours on any day;

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

(vi) who is a female, to work after 13h00, on more than five days in any week;

(vii) om, indien dit 'n vrou onder die ouderdom van 18 jaar is, na 18h30 te werk nie.

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

- (i) 100 uur in 'n jaar;
- (ii) ses uur in 'n week;
- (iii) drie uur op 'n dag.

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

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

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

- (i) die werknemer die volgende betaal:

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

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

(ii) die werknemer 'n bedrag betaal wat bereken is op minstens een en 'n derde maal sy loon ten opsigte van die totale tydperk wat op sodanige Sondag gewerk is, en hom binne 14 dae vanaf sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens 'n bedrag betaal wat gelyk is aan sy dagloon asof hy op sodanige dag sy gewone ure vir daardie dag van die week gewerk het.

7. DISCIPLINE EN BEVOEGDHEID

(1) (a) Die vakverenigings verbind hulle om met die werkgever saam te werk ten einde die handhawing van behoorlike dissiplinte verseker onder sy lede wat by die werkgever in diens is en om traagheid, nalatigheid, ongehoorsaamheid of verontgaansing van die municipale of die werkgever se regulasies te bestry.

(b) Dit is die drywer-kondukteurs en kondukteurs se plig om elke bus te inspekteer sodra dit aan hulle beheer toegewys word en om alle sigbare of ander defekte daarvan waarvan hulle bewus word, onmiddellik aan te teken en op die vorms wat verskaf word by die inspakteur op diens aan te meld. Dit is ook hul plig om te alle tye behulpsaam en hoflik teenoor die passasiers op te tree, en die drywer-kondukteur moet die nodige sorg aan die dag lê wanneer hy bestuur om skade aan voertuie onder sy beheer te voorkom.

(c) In die afwesigheid van 'n skriftelike verslag van die huidige of vorige drywer-kondukteur van enige voertuig wat deur 'n ongeluk of botsing beskadig is, het die werkgever die reg om aan te neem dat sodanige skade aangerig is terwyl die voertuig onder beheer was van die drywer-kondukteur in bevel van die voertuig ten tyde van die ontdekking van die skade.

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

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

(4) Die werkgever behou die reg voor om die bekwaamheids-toelae geheel en al of gedeeltelik vir een of meer weke, volgens die goeddunke van die werkgever, vir wangedrag en pligsversuum in te trek.

8. OPENBARE VAKANSIEDAE EN JAARLIKSE VERLOF

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

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

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

(vii) who is a female under the age of 18 years, to work late than 18h30.

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

- (i) 100 hours in any year;
- (ii) six hours in any week;
- (iii) three hours on any day.

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

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

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

- (i) pay to the employee—

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

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

(ii) pay to the employee an amount calculated at a rate of not less than one and a third times his wage rate in respect of the total period worked on such Sunday and grant to him within 14 days of such Sunday one day's leave and pay to him in respect thereof an amount of not less than his daily wage as if he had on such day worked his ordinary hours for that day of the week.

7. DISCIPLINE AND QUALIFICATIONS

(1) (a) The trade unions undertake to co-operate with the employer in ensuring the maintenance of proper discipline amongst its members who are employed by the employer and to obviate slackness, negligence, disobedience or non-observance of the municipal or employer's regulations.

(b) It shall be the duty of driver-conductors and conductor to inspect each bus upon its being assigned to their control and to record and report immediately any visible defects or any other defects therein of which they may become aware to the inspector on duty on the forms provided. It shall also be their duty to be helpful and courteous to passengers at all times and the driver-conductor shall exercise the necessary care when driving so as to avoid damage to vehicles under his control.

(c) In the absence of a written report from the present or previous driver-conductor of any vehicle which is found to be damaged by accident or collision, the employer shall have the right to assume that such damage occurred whilst the vehicle was under the control of the driver-conductor in charge of the vehicle at the time of the discovery of the damage.

(2) Breaches of discipline shall be dealt with by the employer but a trade union representative may be present if deemed necessary by the trade unions when a case is being considered.

(3) Driver-conductors and conductors may be required by the employer from time to time to satisfy the employer that they still comply with the requirements attached to their appointments.

(4) The employer reserves the right to withdraw the efficiency allowance in whole or in part for one or more weeks, in the discretion of the employer, for misdemeanours and dereliction of duty.

8. PUBLIC HOLIDAYS AND ANNUAL LEAVE

(1) (a) Every employee, other than a clerical employee whether called upon or not to work on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Settler's Day, Kruger Day, Day of the Covenant, Christmas Day or Boxing Day shall be paid for each such day an amount of not less than the equivalent of the weekly wage of the employee divided by the number of days he would have worked in that week if there had been no holiday.

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

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

(d) Wanneer daar van 'n klerk vereis is dat hy toegelaat word om op 'n openbare vakansiedag te werk, moet sy werkgever, bemeens die bedrag waarop die werknemer geregtig sou wees indien hy nie aldus gewerk het nie—

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

(ii) die werknemer 'n bedrag betaal wat bereken is teen minstens een derde van sy loon ten opsigte van die totale tydperk wat op sodanige openbare vakansiedag gewerk is en hom binne 14 dae vanaf sodanige openbare vakansiedag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal asof hy op sodanige dag sy gewone ure vir daardie dag van die week gewerk het.

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

Ten opsigte van die sesde en elke daaropvolgende jaar diens by dieselfde werkgever, is 'n werknemer geregtig op 24 agtereenvolgende werkdae afwesigheidsverlof met volle betaling: Met dien verstande dat elke werknemer geregtig is op een maand addisionele verlof of betaling in die plek daarvan vir elke voltooiende, ononderbroke 15 jaar diens by dieselfde werkgever.

Die werkgever moet die tyd vasstel wanneer die verlof geneem moet word, maar as hy die verlof nie vroeër toegestaan het nie, moet dit binne drie maande na beëindiging van elke 12 maande diens verleen word.

'n Werknemer se verloftydperk kan verminder word met die getal dae waarop daar gedurende die toepaslike dienstydperk aan hom op sy skriftelike versoek geleenthedsverlof met volle besoldiging verleen is.

(b) 'n Werknemer wie se dienskontrak gedurende enige tydperk van 12 maande diens beëindig word voordat die tydperk van verlof wat voorgeskryf word in paragraaf (a) hiervan ten opsigte van daardie tydperk oopgeloop het, moet by sodanige beëindiging bo en behalwe enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooiende maand van sodanige dienstydperk 'n bedrag van minstens sy loon vir 'n dag van agt werkure betaal word: Met dien verstande dat 'n werkgever 'n pro rata-bedrag mag aftrek ten opsigte van enige tydperk geleenthedsverlof wat ingevolge paragraaf (a) hiervan aan 'n werknemer verleent is.

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

(d) Behoudens paragraaf (b) hiervan, mag geen bedrag in plaas van verlof wat ingevolge hierdie klousule aan 'n werknemer verskuldig is, of verskuldig gaan word, deur 'n werkgever betaal of deur 'n werknemer aangeneem word nie.

(e) 'n Werknemer wat ingevolge paragraaf (a) hiervan op verlof geregtig geword het en wie se dienskontrak beëindig word voordat die verlof verleent is, moet by diensbeëindiging, ten opsigte van sodanige verlof, die bedrae betaal word wat in paragraaf (b) hiervan bedoel word: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werkgever volgens wet moet bydra.

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

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

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

(i) Alle tydperke wat 'n werknemer—

(i) kragtens paragraaf (a) met verlof is; of

(ii) kragtens klousule 9 met siekterverlof is; of

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

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

(ii) pay to the employee an amount calculated at a rate of not less than one-third of his wage rate in respect of the total period worked on such public holiday and grant to him within 14 days of such public holiday one day's leave and pay to him in respect thereof an amount of not less than his daily wage as if he had on such day worked his ordinary hours for that day of the week.

(2) (a) Each employee shall be given 18 consecutive working day's leave of absence on full pay in respect of each year of service up to and including five years with the same employer.

In respect of the sixth and each of the subsequent years of service with the same employer, an employee shall be entitled to 24 consecutive working days' leave of absence on full pay: Provided that each employee shall be entitled to one month's additional leave or payment in lieu thereof for each completed, unbroken 15 years of service with the same employer.

The employer shall fix the time when such leave shall be taken, but if he shall not have granted to the employee the period of leave at an earlier date, such leave shall be granted within three months after the termination of each 12 months' service.

An employee's period of leave may be reduced by any number of days on which he was, during the relevant period of employment, granted occasional leave on full pay at his written request.

(b) An employee, whose contract of employment is terminated during any period of 12 months of employment before the period of leave prescribed in paragraph (a) hereof in respect of that period has accrued, shall, upon such termination, and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount not less than his wage for a day of eight working hours: Provided that an employer may make a proportionate deduction in respect of any period of occasional leave granted to an employee in terms of paragraph (a) hereof.

(c) For the purpose of annual leave the service of an employee shall be calculated from the date he was last entitled to leave or from the date he commenced his employment with the employer or from a date one year prior to the coming into force of this Agreement, whichever is the later.

(d) Save as provided in paragraph (b) hereof no employer shall make and no employee shall accept any payment in lieu of leave due or to become due to an employee in terms of this clause.

(e) An employee who has become entitled to a period of leave in terms of paragraph (a) hereof, and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid in respect of such leave the amounts referred to in paragraph (b) hereof: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

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

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

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

(i) Any period during which an employee—

(i) is on leave in terms of paragraph (a); or

(ii) is on sick leave in terms of clause 9; or

(iii) op las of op versoek van sy werkgever van die werk afwesig is; of
 (iv) militêre opleiding ondergaan,
 wat ten opsigte van die tydperke in subparagraphe (i), (ii) en (iii) genoem in 'n jaar altesaam hoogstens 10 weke beloop, plus tot vier maande van 'n tydperk van militêre opleiding wat in subparagraph (iv) bedoel word en wat in daardie jaar ondergaan is, word vir die toepassing van subparagraphe (a), (b) en (e) geag diens te wees.

9. SIEKTEVERLOF

(1) 'n Werknemer, uitgesonderd 'n klerk, arbeider of 'n wag, wat minstens ses maande by die werkgever in diens is, wat van sy werk afwesig is as gevolg van siekte wat nie deur sy eie natheid of wangedrag veroorsaak is nie en wat nie deur die Ongevallewet, 1941, gedek word nie, moet minstens 100 persent van die weeklikse besoldiging wat ooreenkoms met klousule 4 van hierdie Ooreenkoms op hom van toepassing is, gedeel deur ses, betaal word vir elke dag afwesigheid van altesaam hoogstens 24 werkdae in 'n diensjaar, gereken vanaf die datum waarop die werknemer by die werkgever in diens getree het.

(2) 'n Arbeider of wag wat minstens ses maande by die werkgever in diens was en wat langer as twee dae van die werk afwesig was weens siekte wat nie die gevolg van sy eie natheid of wangedrag is nie, moet minstens die weekloon wat ingevolge klousule 4 (1) (g) (ii) en (iii) van hierdie Ooreenkoms op hom van toepassing is, gedeel deur ses, betaal word vir elke dag van sodanige afwesigheid van altesaam hoogstens 12 werkdae in 'n jaar diens, gereken vanaf die datum waarop die werknemer tot sy werkgever se diens toegetree het.

(3) 'n Werknemer, uitgesonderd 'n klerk, wat nie vir die volle tydperk van 24 werkdae, soos in subklousule (1) van hierdie klousule bepaal, vanweë siekte van sy werk afwesig was nie, kan enige siekterlof wat kragtens hierdie Ooreenkoms aan hom verskuldig is oor 'n maksimum tydperk van drie agtereenvolgende jare laat oploop: Met dien verstande dat die totale volgende jare laat oploop: Met dien verstande dat die totale siekterlof wat deur enige werknemer geneem word, in enige sodanige tydperk van drie agtereenvolgende jare hoogstens 72 dae mag beloop.

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

(a) in die geval van 'n werknemer wat vyf dae in 'n week werk, altesaam minstens 30 werkdae; en

(b) in die geval van alle ander werknemers, altesaam minstens 36 werkdae;

gedurende 'n tydperk van 36 agtereenvolgende maande diens by hom, en hy moet sodanige werknemer ten opsigte van die tydperk van afwesigheid ingevolge hierdie subklousule 'n bedrag betaal van minstens die loon wat hy sou ontvang het indien hy gedurende sodanige tydperk gewerk het: Met dien verstande dat 'n klerk gedurende die eerste 12 agtereenvolgende maande diens nie op meer siekterlof met volle betaling geregtyig is nie as, in die geval van 'n klerk wat vyf dae in 'n week werk, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens, en, in die geval van alle ander klerke, een werkdag ten opsigte van elke voltooide maand diens.

(5) 'n Werknemer, uitgesonderd 'n klerk, is met ingang van die eerste van die kalendermaand wat onmiddellik volg op sy aanstelling by die werkgever, geregtyig op altesaam drie dae los siekterlof met volle besoldiging, waarvoor 'n mediese sertifikaat nie voorgê hoof te word nie, in elke tydperk van ses agtereenvolgende maande bereken vanaf die aanvang van sy diens soos hierbo aangedui. Hierdie verlof kan nie na enige tydperk van ses maande oploop nie: Met dien verstande datwanneer die los siekterlof soos hierbo uiteengesit vir enige tydperk van ses maande uitgeput is, die werknemer 'n mediese sertifikaat moet voorlê vir iedere en elke afsonderlike verdere tydperk/e van siekte, wat die duur daarvan ook al mag wees, en vir die volle tydperk van elke afwesigheid van diens.

(6) Vir die toepassing van hierdie klousule omvat "diens" alle tydperke wat 'n werknemer—

(a) kragtens klousule 8 (2) met verlof is; of

(b) kragtens hierdie klousule met siekterlof is; of

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

(d) militêre opleiding ondergaan;

wat ten opsigte van die tydperke in paragrafe (a), (b) en (c) gemeld, altesaam hoogstens 10 weke in 'n jaar beloop, plus tot vier maande van enige tydperk van militêre opleiding in paragraaf (d) gemeld wat in daardie jaar ondergaan is.

(iii) is absent from work on the instructions or at the request of the employer; or

(iv) is undergoing military training,

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in paragraphs (i), (ii) and (iii) plus up to four months of any period of military training referred to in paragraph (iv) undergone in that year, shall for the purposes of subparagraphs (a), (b) and (e), be deemed to be service.

9. SICK LEAVE

(1) An employee, other than a clerical employee, labourer or watchman, who has been in the employ of the employer for not less than six months and who is absent from work owing to sickness not caused by his own neglect or misconduct and not covered by the Workmen's Compensation Act, 1941, shall be paid not less than 100 per cent of the weekly remuneration applicable to him in terms of clause 4 of this Agreement, divided by six, for each day of such absence not exceeding 24 working days in the aggregate in any one year of employment, calculated from the date on which the employee entered the employer's service.

(2) A labourer or watchman who has been in the employ of the employer for not less than six months and who is absent from work for more than two days through sickness not caused by his own neglect or misconduct, shall be paid not less than the weekly remuneration applicable to him in terms of clause 4 (1) (g) (ii) and (iii) of this Agreement, divided by six for each day of such absence not exceeding 12 working days in the aggregate in any year of employment, calculated from the date on which the employee entered the employer's service.

(3) An employee, other than a clerical employee, who has not been absent from work owing to sickness as provided in sub-clause (1) of this clause for the full period of 24 working days may accumulate any sick leave due to him by virtue of this Agreement over a maximum period of three consecutive years: Provided that the total sick leave taken by any employee shall not exceed 72 days in any such period of three consecutive years.

(4) (1) An employer shall grant to any clerical employee, other than a casual employee, employed by him who is absent from work through incapacity—

(a) in the case of an employee who works a five-day week, not less than 30 work days; and

(b) in the case of every other employee, not less than 36 work days;

sick leave in the aggregate during any period of 36 consecutive months of employment with him and shall pay to such employee in respect of the period of absence in terms of this subclause an amount of not less than the wage he would have received had he worked during such period: Provided that in the first 12 consecutive months of employment a clerical employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of a clerical employee who works a five-day week, one work day in respect of each completed period of five weeks of employment and, in the case of every other clerical employee, one work day in respect of each completed month of employment.

(5) Commencing with the first of the calendar month immediately following upon his appointment by the employer, an employee, other than a clerical employee, shall be entitled to a total of three days casual sick leave on full pay, not necessitating the production of a medical certificate, in each period of six consecutive months calculated from the commencement of his employment as indicated above. This allowance is not accumulative beyond any six-month period: Provided that when the casual sick leave as set out above has been exhausted for any six-monthly period, the employee shall be required to produce a medical certificate for each and every separate further period/s of illness, whatever the duration, and for the full period of each absence from duty.

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

(a) is on leave in terms of clause 8 (2); or

(b) is on sick leave in terms of this clause; or

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

(d) is undergoing military training;

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in paragraphs (a), (b) and (c) plus up to four months of any period of military training referred to in paragraph (d) undergone in that year.

10. UNIFORMS

Na voltooiing van drie maande diens is elke kondukteur of drywer-kondukteur geregtig op die volgende uniformuitreiking:

Een tuniek elke twee jaar;
Twee broeke elke jaar;
een pet elke jaar;
drie hemde elke jaar;
een reënjas elke vier jaar.

Wanneer hy die diens van 'n werkewer verlaat, moet elke kondukteur of drywer-kondukteur een volledige uniformuitreiking soos hierin gemeld, teruggee.

11. DIENSBEËINDIGING

(1) Behoudens hierdie klousule, moet 'n werkewer of sy werknemer wat die dienskontrak wil beëindig—

(a) gedurende die eerste vier weke diens, minstens een werkdag kennis gee; en

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

van die beëindiging van die dienskontrak, en die werkewer moet die werknemer by sodanige beëindiging van die kontrak minstens die volgende betaal:

(i) In die geval van een dag diensopsegging, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van een week diensopsegging, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang: Met dien verstande dat 'n werkewer of werknemer die dienskontrak te eniger tyd sonder kennisgewing kan beëindig deur, in plaas van sodanige kennisgewing 'n bedrag van minstens die toespaslike loon in subparagraaf (i) of (ii) vermeld, aan die werknemer te betaal of aan die werkewer te betaal of verbeur, na gelang van die geval.

(2) Subklousule (1) raak nie—

(a) 'n werkewer of werknemer se reg om die dienskontrak om 'n regsgeldige rede sonder opsegging te beëindig nie;

(b) 'n skriftelike ooreenkoms tussen 'n werkewer en sy werknemer wat voorsiening maak vir 'n opseggingstermyn wat vir albei partye ewe lank is en langer is as dié wat in subklousule (1) voorgeskryf word nie; of

(c) 'n verbeuring of 'n boete wat by enige wet van toepassing is ten opsigte van 'n werknemer wat dros nie.

(3) Waar daar 'n ooreenkoms is soos in subklousule (2) (b) bedoel, moet die betaling van verbeuring in subklousule (1) vermeld eweredig wees aan die opseggingstermyn waaraan die werkewer en die werknemer ooreengekom het.

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

(a) die opseggingstermyn nie mag saamval nie met, en kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klousule 8 of met enige tydperk van sy militêre opleiding;

(b) daar nie gedurende 'n werknemer se afwesigheid met siekterlof ooreenkombig klousule 9 kennis gegee mag word nie; en

(c) waar daar slegs een werkdag kennis gegee moet word, sodanige kennis op enige werkdag gegee mag word.

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

12. VRYSTELLINGS

(1) Die Raad kan, behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, wanneer enigiemand op wie hierdie Ooreenkoms van toepassing is daarom aansoek doen, vrystelling van enige bepaling daarvan verleen aan—

(a) die werkewer;
(b) 'n werknemer.

(2) Die Raad het die bevoegdheid om die volgende vas te stel, naamlik:

(a) Die voorwaardes waarop; en
(b) die tydperke waarvoor vrystelling verleen mag word.

(3) 'n Vrystellingsertifikaat, onderteken deur die Sekretaris van die Raad, moet aan so 'n persoon uitgereik word.

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

10. UNIFORMS

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

One tunic every two years;
two pairs of trousers every year;
one cap every year;
three shirts every year;
one raincoat every four years.

On leaving the service of the employer, each conductor or driver-conductor shall return one complete uniform issue as stated herein.

11. TERMINATION OF SERVICE

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

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

(b) after the first four weeks of employment, in the case of a clerical employee, one week's notice, and, in the case of other employees, one work day's notice;

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

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

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

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

(2) The provisions of subclause (1) shall not affect—

(a) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;

(b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in subclause (1); or

(c) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts.

(3) Where there is in existence such an agreement as is referred to in subclause (2) (b), the payment or forfeiture referred to in subclause (1), shall be commensurate with the period of notice agreed upon between the employer and the employee.

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

(a) a period of notice shall not run concurrently with, and notice shall not be given during an employee's absence on leave granted in terms of clause 8 or any period of his military training;

(b) notice shall not be given during an employee's absence on sick leave in terms of clause 9; and

(c) where only one work-day's notice is required to be given such notice may be given on any work-day.

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

12. EXEMPTIONS

(1) The Council may, subject to the proviso to section 51 (3) of the Act, on application by any person to whom this agreement applies grant exemptions from any of its provisions in respect of—

(a) the employer;
(b) any employee.

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

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

under and during which such exemptions may be granted.

(3) A licence of exemption over the signature of the Secretary of the Council shall be issued to every such person.

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

13. LIDMAATSKAP VAN VAKVERENIGING

(1) Die werkgever mag geen persoon wat nie lid van die vakverenigings is nie, vir 'n tydperk van langer as een maand in diens neem nie: Met dien verstande dat, benewens die regte van 'n persoon kragtens artikel 51 (10) van die Wet, hierdie klousule nie van toepassing is nie wanneer, na die mening van die Raad, lidmaatskap van 'n vereniging sonder 'n afdoende rede geweier is en die persoon wat om lidmaatskap van die vereniging aansoek gedoen het die Raad binne 30 dae van sodanige weiering in kennis gestel het.

(2) Hierdie klousule is nie op voormanne, arbeiders, konduktoreurs op 'n Bantoeiens, drywer-konduktoreurs op 'n Bantoeiens en werkemers wat nie vir lidmaatskap van die vakverenigings in aanmerking geneem kan word nie, of op 'n immigrant gedurende die eerste jaar na sy aankoms in die Republiek van Suid-Afrika, van toepassing is: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande vanaf die aanvang van sy diens in die bedryf 'n uitnodiging van enige van die vakverenigings om lid daarvan te word, geweier het, hierdie klousule onmiddellik in werking tree, en die werkgever van sodanige immigrant mag hom nie vir 'n tydperk van langer as 'n week, gereken vanaf die datum van sodanige weiering, in diens hou nie.

14. ADMINISTRASIE VAN DIE OOREENKOMS

Die Raad is verantwoordelik vir die administrasie van die Ooreenkoms en kan vir die leiding van die werkgever en werkemers menings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.

15. PERSONE ONDER DIE LEEFTYD VAN 17 JAAR

Geen persoon onder die leeftyd van 17 jaar mag in die Bedryf in diens geneem word nie.

16. VERTEENWOORDIGERS VAN DIE VAKVERENIGING IN DIE RAAD

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

17. AGENTE

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

'n Agent kan enige bedryfsinrigting betree en die werkgever of enige werkemper ondervra en die register van lone wat betaal, tyd wat gwerk en bedrae wat vir oortydwerk betaal is, inspekteer om vas te stel of hierdie Ooreenkoms nagekom word.

18. FONDSE VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet die werkgever 5c per week af trek van die loon van al sy werkemers en moet by die totaal wat aldus afgetrek is, 'n bedrag voeg wat daarvan gelyk is.

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

19. DIENSSERTIFIKAAT

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

Namens die partye op hede die 26ste dag van Augustus 1976 te Kimberley onderteken.

R. C. ELLIOTT, Voorsitter van die Raad.

A. H. STORER, Ondervoorsitter van die Raad.

R. A. EVANS, Sekretaris van die Raad.

13. TRADE UNION MEMBERSHIP

(1) The employer shall not employ any person for a period of longer than one month who is not a member of the trade unions: Provided that, apart from the rights of a person in terms of section 51 (10) of the Act, this clause shall not apply when in the opinion of the Council, membership of a union has been refused without good and sufficient cause and the applicant for membership of the unions has notified the Council within 30 days of such refusal.

(2) This clause shall not apply in respect of foremen, labourers, conductors on a Bantu service, driver-conductors on a Bantu service and employees not eligible for membership of the trade unions or in respect of any immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from any of the trade unions to become a member of it, the provisions of this clause shall immediately come into operation and the employer of such immigrant shall not continue to employ him for a period of more than one week reckoned from the date of such refusal.

14. ADMINISTRATION OF THE AGREEMENT

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

15. PERSONS UNDER 17 YEARS OF AGE

No persons under the age of 17 shall be employed in the Industry.

16. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

17. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

An agent may enter any establishment and may question the employer or any employee and inspect the record of wages paid, time worked and payments made for overtime for the purpose of ascertaining whether the terms of this Agreement are being observed.

18. COUNCIL FUNDS

(1) For the purpose of meeting the expenses of the Council the employer shall deduct 5c per week from the wages of all of his employees and to the amount so deducted shall add an equal amount.

(2) All amounts collected in accordance with the provisions of subclause (1) of this clause shall, together with a statement showing the number of employees employed and the class in which they are employed, be forwarded to the Secretary of the Council on or before the 15th day of each month.

19. CERTIFICATE OF SERVICE

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

Signed at Kimberley on behalf of the Council this 26th day of August 1976.

R. C. ELLIOTT, Chairman.

A. H. STORER, Vice-Chairman.

R. A. EVANS, Secretary.

SUID-KAAPSE BOSSE EN BOME

deur

F. VON BREITENBACH

'n Gids tot die inheemse bosse van George, Knysna en Tsitsikama; hul verskillende tipes; hul bestuur en geskiedenis; hul bome en struiken, varings en kruidagtige plante, grasse en klimplantes; hul slange, voëls en soogdiere.

Met 'n blaarsleutel tot en beskrywings van 100 bosboomsoorte.

328 bladsye, 470 illustrasies (foto's en lyntekeninge), omvattende register, volband.

Prys R10 • Buiteland R12,50

Verkrygbaar by Die Staatsdrukker, Pretoria en Kaapstad

SOUTHERN CAPE FORESTS AND TREES

by

F. VON BREITENBACH

A guide to the indigenous forests of George, Knysna and Tsitsikama; their different types; their management and history; their trees and shrubs, ferns and herbs, grasses and lianes; their snakes, birds and mammals.

With a leaf-key to and descriptions of 100 forest tree species.

328 pages, 470 illustrations (photographs and line drawings), comprehensive index, hard cover.

Price R10 • Abroad R12,50

Obtainable from The Government Printer, Pretoria and Cape Town

MILITARIA

Militaria is 'n militêr-historiese tydskrif wat deur die Dokumentasiediens van die Suid-Afrikaanse Weermag op 'n kwartaalbasis uitgegee word.

Hierdie geïllustreerde tydskrif bevat artikels oor o.a.:

Die Anglo-Boereoorlog en vroeëre Suid-Afrikaanse militêre geskiedenis.

Suid-Afrikaanse deelname aan beide Wêreldoorloë.

Eenheidsgeskiedenis.

Die groei en ontwikkeling van die Suid-Afrikaanse Weermag.

Bronrepublikasies en besprekings van militêr belangrike boeke word in die meeste nommers ingesluit.

Daar het reeds 23 uitgawes van *Militaria* verskyn.

Huidige nommers van *Militaria* kan by Die Staatsdrukker, Privaatsak X85, Pretoria, 0001, teen R1 (buitelands R1,25) per eksemplaar gekoop word. Die meerderheid vorige nommers is nog beskikbaar.

MILITARIA

Militaria is a military-historical journal published quarterly by the Documentation Service of the South African Defence Force.

This illustrated journal contains articles on subjects as:

The Anglo Boer War and early South African military history.

South Africa's participation in the two World Wars.

Unit histories.

The growth and development of the South African Defence Force.

Source publication and book reviews of important military publications are included in most issues.

To date 23 editions of *Militaria* have been published.

Current copies of *Militaria* may be obtained from The Government Printer, Private Bag X85, Pretoria, 0001, at R1 (overseas R1,25) per copy. Copies of most back editions are still available.

Geregistreerde pos is nie verseker nie.

Stuur waardevolle artikels per

VERSEKERDE PAKKETPOS
en

Geld deur middel van 'n POSORDER of
POSWISSEL.

Stuur pakkette per lugpos

dis vinner!

RAADPLEEG U PLAASLIKE POSMEESTER.

Registered mail carries no insurance.

Send valuables by

INSURED PARCEL POST

and

Money by means of a POSTAL ORDER or

MONEY ORDER.

Use air mail parcel post

It's quicker!

CONSULT YOUR LOCAL POSTMASTER.

INHOUD

No.	Bladsy No.	Staats- koerant No.
Arbeid, Departement van <i>Goewermentskennisgewing</i>		
R. 268. Wet op Nywerheidsversoening, 1956: Pad- passasiersvervoerbedryf, Kimberley	1	5414

CONTENTS

No.	Page No.	Gazette No.
Labour, Department of <i>Government Notice</i>		
R. 268. Industrial Conciliation Act, 1956: Road Passenger Transport Industry, Kimberley	1	5414

