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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 1582

24 July 1987

LABOUR RELATIONS ACT, 1956

ROAD PASSENGER TRANSPORT INDUSTRY, PORT
ELIZABETH.—AGREEMENT

I Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (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) (a), 2, 9, 12, 16 and 17 of Part I and 1 (6) (c) of Part II, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending two 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 Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of Part I of the said Agreement.

P. T. C. DU PLESSIS,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ROAD PASSENGER TRANSPORT INDUSTRY, PORT ELIZABETH

MAIN AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 1582

24 Julie 1987

WET OP ARBEIDSVERHOUDINGE, 1956

PADPASSASIEVERVOERBEDRYF,
PORT ELIZABETH.—OOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaling van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar na genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9, 12, 16 en 17 van Deel I en 1 (6) (c) van Deel II, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar na 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van Deel I van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE PADPASSASIEVERVOERBEDRYF, PORT ELIZABETH

HOOFOOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Road Passenger Transport Employers' Association (Southern and Eastern Cape)

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

Bay Bus Workers' Union;

Port Elizabeth Bus Workers' Union;

and

Transport and Allied Workers' Union of South Africa

(hereinafter referred to as the "employees" or the "trade unions"), of the other part.

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

PART I

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Road Passenger Transport Industry—

- by all employers and employees who are members of the employers' organisation and the trade Unions respectively;
- in the Magisterial Districts of Port Elizabeth including that portion of the Magisterial Districts of Hankey which, prior to the publication of Government Notice 1515 of 4 October 1963, fell within the Magisterial Districts of Port Elizabeth.

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower and shall remain in force for a period of two years.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1956;

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

"caboose driver" duty-busdriver means a maintenance employee taking and fetching employees to and from work;

"casual driver" means a person who is employed on a temporary basis to drive buses or otherwise perform the function of a "one-man operator", and notwithstanding anything to the contrary in this Agreement, none of the provisions of this Agreement shall apply to casual driver as defined in this clause;

"council" means the Industrial Council for the Road Passenger Transport Industry (Port Elizabeth), registered or deemed to be registered in terms of the Act;

"dial-a-bus OMO" means a one-man operator engaged in driving a bus for the dial-a-bus service and who is paid in terms of subclauses (1) (a) and (11) of Part II, clause I—Wages;

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

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

"ground conductor" means an employee engaged in marshalling queues of intending passengers and in the collection of fares from such passengers before they enter the vehicles and in the selling of tickets of all types to intending passengers;

"hours of work" means—

- all periods during which an employee is obliged to remain at his post in readiness to commence or proceed with his work;
- all time spent by the driver of a bus, duty-bus or motor vehicle on work connected with the vehicle or its load; but does not include any meal interval prescribed in clause 4 (Hours of work) or any period for which a subsistence allowance is payable to an employee in terms of clause 4 (4), if during such interval or period the employee does not work other than remaining in charge of the vehicle;

Road Passenger Transport' Association (Southern and Eastern Cape) (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Bay Bus Workers' Union

Port Elizabeth Bus Workers' Union

en

Transport and Allied Workers' Union Africa

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

wat die partye is by die Nywerheidsraad vir die Padpassasiersvervoerbedryf (Port Elizabeth).

DEEL I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Padpassasiersvervoerbedryf—

- deur alle werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasie en vakverenigings is;
- in die landdrosdistrik Port Elizabeth en daardie gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewermentskennisgewing 1515 van 4 Oktober 1963 binne die landdrosdistrik Port Elizabeth, geval het.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag bepaal en bly van krag vir 'n tydperk van twee jaar.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n Wet melding gemaak word, omvat dit ook alle wysigings van sodanige Wet; en voorts tensy dit teenstrydig is met die samehang, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"grofskilder" 'n werknemer wat skilderwerk verrig tot en met inbegrip van die aanwending van die finale kleurlaag met inbegrip van verniswerk en die verf van kennisgewings, maar uitgesonderd advertensies;

"diensbusdrywer" Kaboedrywer 'n onderhoudswerknemer wat werknemers werk toe en huis toe neem;

"los drywer" iemand wat op 'n tydelike basis in diens geneem is om busse te dryf of om andersins die werk van 'n eenmanoperateur te verrig, en ondanks strydige bepalings in hierdie Ooreenkoms, het geeneen van die bepalings van hierdie Ooreenkoms betrekking op los drywers soos in hierdie klousule omskryf nie;

"Raad" die Nywerheidsraad vir die Padpassasiersvervoerbedryf (Port Elizabeth) wat geregistreer is of geag word kragtens die Wet geregiestreer te wees;

"skakel-'n-bus-EMO" 'n eenmanoperateur wat 'n bus vir die skakel-'n-bus-diens dryf en ooreenkomstig subklousules (1) (a) en (11) van II, klousule—Lone betaal word;

"drywer" 'n werknemer wat voertuie dryf wat volgens die diensrooster vir passasiersdiens gebruik word;

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

"grondkondukteur" 'n werknemer wat voornemende passasiers in ryte laat inval en reisgeld van sodanige passasiers invorder voordat hulle in die voertuie klim, en wat alle soorte kaartjies aan voornemende passasiers verkoop;

"werkure"—

- alle tye waarin daar van 'n werknemer vereis word om op sy pos te bly, gereed om met sy werk te begin of om daarmee voort te gaan;

- tyd wat die drywer van 'n bus, diensbus of motorvoertuig wy aan werk wat te doen het met die voertuig of sy vrag, maar dit sluit nie in 'n etenspouse soos in klousule 4 (werkure) voorgeskryf of die tydperk waarvoor 'n onderhoudstoelae kragtens klousule 4 (4) aan 'n werknemer betaalbaar is nie, indien die werknemer gedurende sodanige pouse of tydperk nie werk nie behalwe om toesig oor die voertuig te hou;

"hourly rate" means the wages per hour provided in Part II of this Agreement;

"journeyman" means an employee, who has completed a contract of apprenticeship under the Manpower Training Act, 1981, or an employee who is in possession of a certificate recognised by the Council, enabling him to be employed as a journeyman;

"labourer and cleaner" means a maintenance employee, other than a work staff employee or a brush hand, for whom wages are prescribed in Part II of this Agreement;

"learner bus driver" means an employee who is being trained as a one-man operator and who may, under supervision, drive a bus;

"Main Agreement" means the latest Agreement of the Council, published in terms of the Act, which contain Part I—Conditions of Employment—and Part II—Wages;

"maintenance employee" means an employee, other than a driver, one-man operator, traffic employee (special class) or a ground conductor, employed in the shed and for whom wages are prescribed in Part II of this Agreement;

"one-man operator" means an employee who drives a vehicle on a scheduled passenger service and who is at the same time responsible for collecting fares and issuing tickets;

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

"security gate guard" means an employee primarily occupied on—

- (a) guarding the premises and/or goods of the employer; and/or
- (b) controlling the access to and departure from the premises of his employer of persons as indicated by such employer; and/or
- (c) keeping a written log of access and departure as contemplated in paragraph (b) above; and/or
- (d) under the instruction from his employer, carrying out the physical searching of any person or vehicle entering or leaving his employer's premises;

"semi-skilled employee" means an employee who is not a journeyman and who is engaged in one or more of the following capacities or operations:

- (1) Changing springs, shackles and shock absorbers;
- (2) fitting and relining brake shoes;
- (3) adjusting brakes;
- (4) changing universal joints and removing and replacing driveline;
- (5) removing and replacing wheel hubs and bearings and adjusting same;
- (6) changing king pins and bushes;
- (7) changing worn pins and bushes in brake, clutch, accelerator and change speed linkages;
- (8) attending to water and fuel leaks, including the repair and assembly of radiators and fuel tanks;
- (9) removing and replacing engines, gearboxes, differentials, fuel pumps, compressors, water pumps and steering boxes;
- (10) dismantling engines, gearboxes, differentials, steering boxes and all other units prior to overhaul;
- (11) removing and replacing needle-roller bearings;
- (12) dismantling and changing track rods and drag links, assembling and adjusting same;
- (13) light gauge welding, such as leaks in pipes and fuel tanks, etc.;
- (14) removing and refitting injector pipes, fuel, air and brake pipes; servicing air cleaner and cooling system, including vehicle water treatment systems;
- (15) removing and fitting starters, dynamos, alternators and control boards, interior and exterior light fittings, warning and signalling systems, etc.;
- (16) repairing and replacing part of or all vehicle wiring;

"uurloon" die loon per uur wat in Deel II van hierdie Ooreenkoms voorgeskryf word;

"ambagsman" 'n werknemer wat 'n vakleerlingskapkontrak kragtens die Wet op Mannekragopleiding, 1981 voltooi het, of 'n werknemer wat 'n sertifikaat besit wat deur die Raad erken word en wat hom toelaat om as 'n ambagsman in diens geneem te word;

"arbeider en skoonmaker" 'n onderhoudswerknemer, uitgesonderd 'n werkepersoneelwerknemer of 'n grofskilder, vir wie lone in Deel II van hierdie Ooreenkoms voorgeskryf word;

"leerlingbusdrywer" 'n werknemer wat opgelei word as 'n eenmanopereur en wat onder toesig, 'n bus kan dryf;

"Hoofooreenkoms" die jongste Ooreenkoms van die Raad, wat kragtens die Wet gepubliseer is, en wat Deel I—Diensvoorwaardes—en Deel II—Lone—bevat;

"onderhoudswerknemer" 'n werknemer wat nie 'n drywer, eenmanopereur, verkeerswerknemer (spesiale klas) of 'n grondkondukteur is nie, en wat in die loots werk en vir wie lone in Deel II van hierdie Ooreenkoms voorgeskryf word;

"eenmanopereur" 'n werknemer wat 'n voertuig dryf op 'n vasgestelde passasiersdiens en wat terselfdertyd daarvoor verantwoordelik is om reisgeld in te vorder en kaartjies uit te reik;

"Padpassasiersvervoerbedryf" of "Bedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is om 'n persoon of persone teen beloning per openbare pad te vervoer deur middel van 'n voertuig (uitgesonderd 'n voertuig wat deur die Suid-Afrikaanse Vervoerdienste beheer word) bedoel vir aandrywing op 'n ander manier as deur middel van mense- of dierekrag en ontwerp vir die vervoer van meer as agt persone, benewens die drywer van sodanige voertuig, en sluit in persone gemoeid met die onderhoud, skoonmaak, opknapping, herstel, wysiging of verskaffing van voertuie wanneer sodanige werk deur die eienaar daarvan onderneem word);

"veiligheidsheskag" 'n werknemer wat hoofsaaklik gemoeid is met—

- (a) die bewaking van die perseel en/of goedere van die werkgewer; en/of
- (b) beheer oor die toegang tot en vertrek uit sy werkgewer se perseel van persone deur sodanige werkgewer aangewys; en/of
- (c) die hou van 'n skriftelike logboek van toegang en vertrek soos in paragraaf (b) hierbo bedoel; en/of
- (d) in opdrag van sy werkgewer, die persoonlike deursoek van persone of voertuie wat sy werkgewer se perseel binnekom of verlaat;

"halfgeskoolde werknemer" 'n werknemer wat nie 'n ambagsman is nie en wat by een of meer van die volgende hoedanighede of werksaamhede betrokke is:

- (1) Vere, skommels en skokbrekers omruil;
- (2) remskoene aansit en versool;
- (3) remme stel;
- (4) kruiskoppelings omruil en aandryfstelsel verwyder en vervang;
- (5) wielnawe en laers verwyder en vervang, en verstel;
- (6) klinkspille en busse omruil;
- (7) verslete penne en busse in rem-, koppelaar-, versneller- en wisselaarskakelings omruil;
- (8) water- en brandstoflekke herstel, insluitende die herstel en die aanmekeer van verkoelers en brandstoftanks;
- (9) enjins, ratkaste, ewenaars, brandstofpompe, kompressors, waterpompe en stuurkaste verwyder en vervang;
- (10) enjins, ratkaste, ewenaars, stuurkaste en alle ander eenhede voor opknapping uitmekaarhaal;
- (11) naaldrollaers verwyder en vervang;
- (12) spoorstange en stuurstange uitmekaarhaal en omruil, aanmekeer en verstel;
- (13) dun sweiswerk, soos lekke in pype en brandstoftanks, ens.
- (14) inspuiterpype, brandstof-, lug- en rempype verwyder en weer insit, lugfilter en koelstelsel, met inbegrip van voertuigwaterbehandelingsstelsels, versien;
- (15) aansitters, dinamo's, alternators en beheerpanele, ligtoebehore binne en buite, waarskuwings- en seinstelsels, ens., verwyder en aansit;
- (16) 'n gedeelte van of die hele bedrading van 'n voertuig herstel en vervang;

- (17) repairing batteries;
- (18) overhauling and replacing light fixtures and replacing, where necessary, all light filaments, such as bulbs, etc.;
- (19) attending to the body work of vehicles, including light gauge welding;
- (20) removing and refitting pre-cut or prepared and shaped panels, including ceilings, coverings, beadings and stanchions;
- (21) removing and fitting of all windows;
- (22) stripping old floors, linoleum and platform steps;
- (23) laying new prepared boards and linoleum;
- (24) removing and replacing seats and destination scrolls;
- (25) portable machine drilling and grinding;
- (26) operating a "Do All" or similar cutting machine;
- (27) operating a guillotine;
- (28) forming all fibreglass sections and repairing fibreglass sections of vehicles, including the fibreglassing of steering wheels;
- (29) riveting of panels;
- (30) tightening body bolts;
- (31) grinding and cutting valves, fitting valve guides and assembling cylinder heads;
- (32) fitting small end bushes, rods, rings to pistons and pistons to connecting rods;
- (33) cleaner chargehands;

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

"shift mechanic" means a maintenance employee who is required to work a split shift on a six-day week;

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

"traffic employee (special class)" means an employee who—

- (a) shunts vehicles on the employer's premises, or between depots, or between points as required by the employer;
- (b) drives officials of the employer in the employer's vehicles as and when required, whose duties include service observation reporting on operational conditions and who operates a two-way radio and fire-fighting equipment as and when required;
- (c) drives a fork truck (hyster) or tow motor on the employer's premises, or between depots, or between depots and yards, or between points as required by the employer;
- (d) drives a truck (medium and heavy-duty class), including a recovery vehicle (breakdown truck) on the employer's premises, or between depots, or between depots and yards, or between points as required by the employer;

"wage" means the wage prescribed in Part II of this Agreement: Provided that where the employer regularly pays an employee an amount higher than that prescribed it means such higher amount;

"works staff employed" means an employee under the supervision of a journeyman and/or semi-skilled employee engaged, inter alia, in one or more of the following capacities or operations:

- (1) Preparing vehicles for painting;
- (2) applying priming coat or colour washing;
- (3) repairing radiators;
- (4) relining brake shoes;
- (5) removing and refitting tyres and tubes to wheel rims;
- (6) driving vans (light delivery vehicle);
- (7) assisting mechanics, fitters, electricians, welders, carpenters and panel beaters;
- (8) stores assistant;
- (9) attending to batteries;
- (10) refueling vehicles;
- (11) greasing;

- (17) batterye herstel;
- (18) ligtoebehore opknop en vervang en, waar nodig, alle liggloeidrade, soos gloeilampies, ens., vervang;
- (19) die bakwerk van voertuie versorg, dun sweiswerk ingesluit;
- (20) voorafgesnyde of voorbereide en gevormde panele, met inbegrip van plafonne, bekledings, omlysting en staalstaanders, verwyder en weer insit;
- (21) alle vensters verwyder en insit;
- (22) ou vloere, linoleum en platformtrappe stroop;
- (23) nuwe voorbereide planke en linoleum lê;
- (24) sitplekke en bestemmingsrolle verwyder en vervang;
- (25) met 'n draagbare masjien boor en skuur;
- (26) 'n veeldoelige snymasjien of soortgelyke masjien bedien;
- (27) 'n guillotine bedien;
- (28) alle veselglaspaneel vorm en veselglaspaneel van voertuie herstel, met inbegrip van die veselglaswerk aan stuurwiele;
- (29) panele vasklink;
- (30) boutte aan die bakwerk vasdraai;
- (31) kleppe slyp en sny, klepleiers aanbring en silinderkoppe monteer;
- (32) suierpenbusse, stange, ringe aan suiers en suiers aan suierstange aanbring;
- (33) skoonmakeronderbaas;

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

"skofwerktuigkundige" 'n onderhoudswerknemer van wie vereis word om 'n gebroke skof en 'n werkweek van ses dae te werk;

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

"Verkeerswerknemer (spesiale klas)" 'n werknemer wat—

- (a) voertuie rangeer op die werkgewer se perseel, of tussen depots, of tussen punte soos deur die werkgewer verlang;
- (b) amptenare van die werkgewer in die werkgewer se voertuie vervoer na gelang dit vereis word, en wie se pligte dienswaarnemingsverslae oor bedryfstoeistande insluit, en wat 'n tweerigtingradio en brandblusuitrusting bedien wanneer nodig;
- (c) 'n vrachtwagen (hyster) of sleepmotor op die werkgewer se perseel, of tussen depots, of tussen depots en werwe, of tussen plekke soos deur die werkgewer vereis, bestuur;
- (d) 'n vragmotor (medium- en swaardiensklas), met inbegrip van 'n insleepvragmotor op die werkgewer se perseel, of tussen depots, of tussen depots en werwe, of tussen plekke soos deur die werkgewer vereis, bestuur;

"loon" die loon wat in Deel II van hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat waar die werkgewer 'n werknemer gereeld 'n bedrag betaal wat hoër is as dié wat voorgeskryf word, dit sodanige hoër bedrag beteken;

"werkpersoneelwerknemer" 'n werknemer onder die toesig van 'n ambagsman en/of half-gekoelde werknemer wat onder andere, by een of meer van die volgende hoedanighede of werksaamhede betrokke is:

- (1) Voertuie voorberei om geverf te word;
- (2) die grondverflaag of kleurkalk aanwend;
- (3) verkoelers herstel;
- (4) remskoene versool;
- (5) binne- en buitebande van wielvellings afhaal en weer aansit;
- (6) bestelwa dryf (ligte afleweringvoertuig);
- (7) werktuigkundiges, passers, elektrisiëns, sweisers, timmermanne en duikkloppers help;
- (8) magasynassistent;
- (9) batterye versorg;
- (10) voertuie van brandstof voorsien;
- (11) smeer;

- (12) repairing tubes;
- (13) inflating tyres;
- (14) steam degreasing;
- (15) trimming (upholstery);
- (16) changing wheels;
- (17) balancing wheels.

4. HOURS OF WORK

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

- (i) if the resulting quotient is less than 44 hours, the employee shall be regarded for purposes of payment as having worked 44 hours in each week; and
- (ii) if the resulting quotient exceeds 44 hours, the employee shall for the excess hours be paid at the rate of one and one third times his hourly wage;
- (iii) no duty schedule shall provide for less than 36 or more than 46 hours of work per week.

(b) The ordinary working hours of a traffic employee (special class) shall not exceed 46 hours in any one week.

(c) The ordinary working hours of a maintenance employee, except a shift mechanic, shall not exceed 42 hours in any one week.

(d) The ordinary working hours of a shift mechanic shall not exceed 46 hours in any one week.

(e) The ordinary working hours of a labourer and cleaner shall not exceed 46 hours in any one week.

(f) The ordinary working hours of a security gate guard shall not exceed 48 hours in any one week.

(g) Subject to the provisions of clause 5 (1) and (2) of this Part, no employer shall require his employee to work a straight shift—

- (i) for more than eight hours per day on Sundays to Thursdays and more than eight and a half hours per day on Fridays and Saturdays;
- (ii) on more than six days in any one working week.

(h) Times worked in excess of the ordinary hours prescribed in this clause shall be paid for at the rates provided for in clause 5 (1) but subject to the conditions of clause 5 (4).

(i) No driver or one-man operator shall be required to work for a longer period than five hours continuously without a break of not less than 24 minutes. Any break of 24 minutes or less on a shift shall be calculated as part of the working time for any one day.

(j) No driver or one-man operator shall be allowed to conclude one shift and resume another without a minimum of an eighthour interval.

(k) The following times shall be allowed one-man operators and to drivers for purposes specified below:

- (i) *One-man operators and driver.*—Taking buses or returning buses to or from Brickmakerskloof Depot: 10 minutes;
- (ii) taking buses or returning from Perl Road Depot to Market Square Bus Station: 15 minutes;
- (iii) taking buses from Bay Depot to Korsten Yard: 15 minutes; taking buses from Bay Depot to Bay City Station: 15 minutes;
- (iv) No time shall be allowed for starting or finishing at Market Square Bus Station, King's Road, Windvogel, Produce Street, Bay City Station and Korsten Yard.

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

(3) Every employer shall exhibit in a readily accessible place for reference by employees and the Council's agent, a duty schedule as defined in this Agreement, except where a duty schedule is provided to the employee and is in printed form.

- (12) binnebandreparasies;
- (13) bande oppomp;
- (14) ghries met stoom verwyder;
- (15) afwerking (bekleedsel);
- (16) wiele omruil;
- (17) wielbalansering.

4. WERKURE

(1) (a) Behoudens klousule 5 (1) van hierdie Deel, mag die gewone werkure van 'n verkeerswerknemer, uitgesonderd 'n verkeerswerknemer (spesiale klas), hoogstens 44 uur in 'n bepaalde week wees, behalwe waar 'n werknemer kragtens 'n diensrooster werk wat voorsiening maak vir die rotasie van skofte vir 'n tydperk wat oor twee of meer weke strek. Waar 'n werknemer ooreenkomstig die ure werk wat in sodanige diensrooster voorgeskryf word, moet die getal ure waarvoor sodanige werknemer elke week besoldig moet word, bereken word deur die totale getal ure wat daar ooreenkomstig sodanige diensrooster gewerk moet word, te deel deur die getal weke wat daardeur gedek word: Met dien verstande dat—

- (i) as die resulterende kwosient minder as 44 uur is, die werknemer, vir doeleindes van besoldiging, geag moet word 44 uur elke week gewerk het; en
- (ii) as die resulterende kwosient meer as 44 uur is, die werknemer vir die ekstra ure besoldig moet word teen een en 'n derde maal sy uurloon;
- (iii) geen diensrooster voorsiening moet maak vir minder as 36 of meer as 46 werkure per week nie.

(b) Die gewone werkure van 'n verkeerswerknemer (spesiale klas) mag in 'n bepaalde week hoogstens 46 uur wees.

(c) Die gewone werkure van 'n onderhoudswerknemer, behalwe 'n skof-werktuigkundige, mag in 'n bepaalde week hoogstens 42 uur wees.

(d) Die gewone werkure van 'n skofwerktuigkundige mag in 'n bepaalde week hoogstens 46 uur wees.

(e) Die gewone werkure van 'n arbeider en skoonmaker mag in 'n bepaalde week hoogstens 46 uur wees.

(f) Die gewone werkure van 'n veiligheidshekwag mag in 'n bepaalde week hoogstens 48 uur wees.

(g) Behoudens klousule 5 (1) en (2) van hierdie Deel, mag geen werkgewer van sy werknemer vereis om een skof—

- (i) van meer as agt uur per dag op Sondag tot Donderdae en meer as agt en 'n half uur per dag op Vrydae en Saterdag te werk nie;
- (ii) van meer as ses dae in 'n bepaalde werkweek te werk nie.

(h) Vir tyd dat daar langer gewerk is as die gewone ure in hierdie klousule voorgeskryf, moet daar betaal word soos in klousule 5 (1) bepaal, behoudens die voorwaardes en klousule 5 (4).

(i) Daar mag geen drywer of eenman-operateur vereis word om langer as vyf uur aaneen sonder 'n pouse van minstens 24 minute te werk nie. Enige pouse van hoogstens 24 minute per skof moet bereken word as deel van die werktyd vir 'n bepaalde dag.

(j) Geen drywer of eenman-operateur moet toegelaat word om een skof te voltooi en 'n ander te begin sonder 'n pouse van minstens agt uur nie.

(k) Die volgende tye moet aan eenman-operateurs en drywers toegestaan word vir die doeleindes hieronder gemeld:

- (i) *Eenman-operateurs en drywers.*—Busse vanaf of terug na Brickmakerskloof-depot: 10 minute;
- (ii) busse vanaf of terug na Perlweg-depot tot by Markpleinbustermis dryf: 15 minute;
- (iii) busse vanaf Bay-depot tot by Korsten-werf dryf: 15 minute; busse vanaf Bay-depot tot by Bay-stadsterminus dryf: 15 minute;
- (iv) Geen tyd moet toegelaat word vir die begin of beëindiging van ritte by Markplein-bustermis, Kingsweg, Windvogel, Producestraat, Bay-stadsterminus en Korsten-werf nie.

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

(3) Elke werkgewer moet 'n diensrooster, soos in hierdie Ooreenkoms omskryf, op 'n gereedelik toeganklike plek vertoon vir insae deur werknemers en die Raad se agent, behalwe waar 'n diensrooster in gedrukte vorm aan die werknemer verskaf word.

(4) *Subsistence allowance.*—(a) A one-man operator or driver who is engaged on special hire and who is required to sleep away from home shall, in addition to the wages which he is entitled to receive in terms of this Agreement, be paid—

- (i) a subsistence allowance of R20 for each night that he is required to sleep away from home; and
- (ii) an out-of-town allowance of R5 for each day that he is away.

(b) A one-man operator or driver who is engaged on special hire for a period of longer than seven hours and 20 minutes but who is not required to sleep away from home shall, in addition to the wages, which he is entitled to receive in terms of this Agreement, be paid an out-of-town allowance of R5 in respect of that day.

(c) If an employee is required to be away from home for seven days or more and he has to work on his scheduled day off, he shall be paid one and a half times his basic rate, but if he is not required to work on that day, he shall be paid one day's straight pay.

(5) No maintenance employee, other than a shift mechanic, labourer and cleaner, shall be required or permitted, subject to subclause (1) (c), (d) and (e)—

- (a) to work for more than nine ordinary working hours in any one day; or
- (b) to work overtime for more than 10 hours in any one week: Provided that overtime work which a maintenance employee voluntarily performs on the day he is entitled to have off shall not be counted for the purpose of this paragraph.

(6) A maintenance employee shall be entitled to and be granted a rest interval of not less than 10 minutes at as near as practicable midway between starting time and the meal interval and midway between the meal interval and finishing time, and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(7) No maintenance employee shall be required to work for a continuous period of more than five hours without an uninterrupted interval of at least half an hour.

5. OVERTIME RATES

(1) Payment shall be made for all time worked by an employee in excess of the hours prescribed in clause 4 (1) (a) of this Part at the rate of one and one-third times his hourly wage for the time so worked: Provided that when overtime calculated on a daily basis in respects of any week differs from overtime calculated on a weekly basis, the higher basis shall be adopted.

(2) Should any employee volunteer to work on his day off and be permitted to do so by the employer, he shall for each hour or part of an hour so worked be paid at the rate of one and a half times his hourly wage with a guaranteed minimum of four hours' work being made available.

(3) When an employee is required or permitted to work an additional duty or shift, or part of such duty or shift, at overtime rates after completion of his normal duty of shift, he shall be paid overtime from the scheduled time of finishing his normal duty of shift, if the period between then and the commencement of the additional duty is less than one hour. If the period between finishing his normal duty and commencing the additional duty exceeds one hour, he shall be paid overtime for the actual time worked on the additional duty, with a minimum of two hours' pay at overtime rate.

(4) Notwithstanding the provisions of subclause (1) and (2), where in any one week an employee absents himself from work during any or all of the ordinary hours observed, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's ordinary wage: Provided that if the number of ordinary hours of work on which an employee is absent in any one week is in excess of the overtime hours worked, all such overtime hours shall be paid for the employee's ordinary wage.

(5) An employer shall not required or permit his employee to work overtime for more than 15 hours in any one week without prior consultation with the employee.

(6) Voluntary overtime becomes compulsory unless cancelled not later than the preceding Thursday.

(4) *Onderhoudstoelae.*—(a) 'n Eenman-operateur of drywer wat 'n spesiale rit onderneem en wat weg van die huis moet oornag, moet, benewens die loon waarop hy kragtens hierdie Ooreenkoms geregtig is—

- (i) 'n onderhoudstoelae van R20 betaal word vir elke nag wat hy weg van die huis moet deurbring; en
- (ii) 'n uitstediheidstoelae van R5 betaal word vir elke dag waarop hy afwesig is.

(b) 'n Eenman-operateur of drywer wat vir 'n tydperk van langer as sewe uur en 20 minute 'n spesiale rit onderneem maar wat nie weg van die huis moet oornag nie, moet, benewens die loon waarop hy kragtens hierdie Ooreenkoms geregtig is, 'n uitstediheidstoelae van R5 ten opsigte van daardie dag betaal word.

(c) As daar van 'n werknemer vereis word om vir sewe dae of langer van sy huis afwesig te wees en om op sy vasgestelde diensvrye dag te werk, moet hy teen een en 'n half maal sy basiese loonkoers betaal word, maar as daar nie van hom vereis word om op daardie dag te werk nie, moet hy een dag se basiese loon ontvang.

(5) Daar mag van geen onderhoudswerknemer wat nie 'n skofwerktuigkundige, arbeider en skoonmaker is nie, vereis word, en hy mag nie toegelaat word, om behoudens subklousule (1) (c), (d) en (e)—

- (a) meer as nege gewone werkure op 'n bepaalde dag te werk nie; of
- (b) om meer as 10 uur in 'n bepaalde week oortyd te werk nie: Met dien verstande dat oortydwerk wat 'n onderhoudswerknemer vrijwillig verrig op die dag wat hy geregtig is om diensvry te kry, nie vir die toepassing van hierdie paragraaf bygetel moet word nie.

(6) 'n Onderhoudswerknemer is geregtig op 'n ruspouse—en dit moet ook aan hom toegestaan word—van minstens 10 minute so na doenlik halfpad tussen die aanvangstyd en die etenspouse en halfpad tussen die etenspouse en uitsteltijd, en sodanige pouse moet beskou word as deel van die gewone werkure van sodanige werknemer.

(7) Daar mag van geen onderhoudswerknemer vereis word om vir 'n ononderbroke tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens 'n halfuur te werk nie.

5. BESOLDIGING VIR OORTYDWERK

(1) Vir alle tyd wat 'n werknemer langer as die ure voorgeskryf in klousule 4 (1) (a) van hierdie Deel gewerk het, moet daar betaal word teen een en 'n derde maal sy uurloon vir die tyd aldus gewerk: Met dien verstande dat, waar oortyd wat ten opsigte van 'n week op 'n daaglikse grondslag bereken word, verskil van oortyd wat op 'n weeklikse grondslag bereken word, die hoogste grondslag aanvaar moet word.

(2) As 'n werknemer aanbied om op sy diensvrye dag te werk, en die werkgever hom toelaat om dit te doen, moet hy vir elke uur of gedeelte van 'n uur wat hy aldus gewerk het, teen een en 'n half maal sy uurloon betaal word, met 'n gewaarborgde minimum van vier uur se werk wat beskikbaar gemaak word.

(3) Wanneer daar van 'n werknemer vereis of hy toegelaat word om teen oortydbesoldiging 'n addisionele diens of skof, of 'n gedeelte van sodanige diens of skof, na voltooiing van sy normale diens of skof te werk, moet hy betaal word vir oortydwerk vanaf die vasgestelde tyd waarop hy sy normale diens of skof voltooi het, indien die tydperk tussen sodanige tyd en die begin van die addisionele diens korter as een uur is. Indien die tydperk tussen voltooiing van sy normale diens en die begin van die addisionele diens langer as een uur is, moet hy betaal word vir oortydwerk ten opsigte van die werklike tyd wat die addisionele diens in beslag geneem het, met 'n minimum van twee uur se besoldiging teen oortydtarieue.

(4) Waar 'n werknemer in 'n bepaalde week gedurende enige van, of al, die gewone werkure van die werk afwesig is, moet sodanige gewone ure wat nie deur die werknemer gewerk word nie, ondanks subklousules (1) en (2), afgetrek word van die oortydure wat gewerk is en vir die ure wat aldus afgetrek word, moet daar teen die werknemer se gewone loon betaal word: Met dien verstande dat indien die aantal gewone werkure waarop 'n werknemer in 'n bepaalde week afwesig is meer is as die oortydure wat gewerk is, daar vir alle sodanige oortydure teen die werknemer se gewone loon betaal moet word.

(5) 'n Werkgever mag nie vereis of toelaat dat sy werknemer, sonder voorafgaande oorleg met die werknemer, meer as 15 uur oortyd in 'n spesifieke week werk nie.

(6) Vrywillige oortyd word verpligtend tensy dit voor of op die voorafgaande Donderdag gekanselleer word.

(7) An employee requiring special leave shall arrange for a suitably qualified employee to work in his place. If he is unable to do so, he will have to sign a stop order, and the company shall then obtain an employee to work in his place, any difference in the wages paid being debited to the employee requesting leave.

(8) When a normal rostered duty of shift begins before and ends after midnight, no overtime is payable.

(9) When an employee has completed his normal duty of shift and then works an additional duty of shift (or part thereof) on an overtime basis which begins on the same day before midnight and ends after midnight, he shall then be paid overtime at one and a third times his hourly rate for the period so worked, unless the second day is his day off. In the latter event he shall be paid one and a third times his hourly rate for the period ending midnight and one and a half times his hourly rate for the period after midnight. No minimum hours (i.e. 7 hours 20 min. or a complete shift's pay) shall be applied in respect of such "one and a half times".

6. SPREADOVER

(1) The duty schedule for one-man operators and drivers shall be compiled with a spreadover not exceeding 12 hours per day: Provided that an employer may in the compilation of a duty schedule exceed the hours set out above, subject to the condition that all hours worked by an employee in excess of the hours prescribed in this subclause shall be paid for at the overtime rates prescribed in clause 5 (1) of this Part.

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

7. PAYMENT FOR PUBLIC HOLIDAYS AND ANNUAL LEAVE

(1) Every employee working a six-day week shall be granted, once a year on completion of a year's service with the same employer, 18 working days' leave of absence on full pay, and in respect of an employee working a five-day week this shall be 15 working days.

(2) A traffic employee who does not work on Kruger Day, Christmas Day, New Year's Day, Good Friday, Day of the Vow, Ascension Day, Republic Day or Family Day, shall be paid for seven hours and 20 minutes at the rate of his hourly wage for each such day. An employee who works on Kruger Day, Christmas Day, New Year's Day, Good Friday, Day of the Vow, Ascension Day, Republic Day or Family Day, shall for the time he works on any such day, be paid not less than double his hourly wage, with a minimum of seven hours and 20 minutes' pay in respect of all employees, other than a traffic employee (special class), a shift mechanic and a labourer and cleaner, where the minimum shall be seven hours and 40 minutes, in respect of a maintenance employee other than a shift mechanic, where the minimum shall be eight hours and 24 minutes, and eight hours in respect of a security gate guard.

(3) (a) An employee who is required by his employer to work on the day immediately preceding and/or following any of the public holidays referred to in this clause and who absents himself on such day or days shall not be entitled to payment for such holiday, unless absent with the permission of his employer or on account of illness, substantiated by a bona fide medical certificate.

(b) Where any of the public holidays referred to in subclause (2) of this clause falls on a Saturday, such Saturday shall not become a paid holiday for an employee who does not normally work on a Saturday.

(c) Any employee suspended from duty shall forfeit all payment and/or any other benefits accruing from any public holiday which falls within such period of suspension.

(d) Should any paid holiday fall within the period of annual leave of a one-man operator, driver or ground conductor, an additional days pay shall be paid.

(e) Should any paid holiday fall within the period of annual leave of a shed employee on the maintenance staff, such holiday shall be added to the leave prescribed in subclause (1).

(f) An employer may set off against any paid holiday any day's leave granted on full pay of him employee.

(7) 'n Werknemer wat spesiale verlof verlang, moet reël dat 'n behoorlike gekwalifiseerde werknemer in sy plek werk. Indien hy nie in staat is om dit te doen nie, moet hy 'n stoporder teken, en die Maatskappy moet dan 'n werknemer kry om in sy plek te werk, en enige verskil in die loon wat betaal word, moet teen die werknemer wat verlof versoek, gedebiteer word.

(8) Wanneer 'n gewone roosterdiens of skof voor middernag begin of daarna eindig, moet geen oortyd betaal word nie.

(9) Wanneer 'n werknemer sy normale diens of skof voltooi het, en dan 'n addisionele diens of skof (of gedeelte daarvan) wat op dieselfde dag voor middernag begin en na middernag eindig, op 'n oortydbasis werk, moet hy oortyd betaal word teen een en 'n derde maal sy uurloon vir die tydperk aldus gewerk, tensy die tweede dag sy diensvrye dag is. In laasgenoemde geval moet hy een en 'n derde maal sy uurloon vir die tydperk eindigende om middernag en een en 'n half maal sy uurloon vir die tydperk na middernag betaal word. Geen minimum ure, dit wil sê, 7 uur 20 min. of betaling vir 'n volledige skof, moet met betrekking tot sodanige "een en 'n half maal" toegepas word nie.

6. WERKDAGBESTEK

(1) Die diensrooster vir eenman-operateurs en drywers moet so opgestel word dat dit 'n werkdagbestek van hoogstens 12 uur tot gevolg het: Met dien verstande dat 'n werkgewer by die opstelling van 'n diensrooster langer diensure as die hierbo vermeld, kan vereis, op voorwaarde dat daar vir alle ure wat 'n werknemer langer werk as die ure in hierdie subklousule voorgeskryf, betaal moet word teen die oortydbesoldiging voorgeskryf in klousule 5 (1) van hierdie Deel.

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

7. BESOLDIGING VIR OPENBARE VAKANSIEDAE EN JAARLIKSE VERLOF

(1) Elke werknemer wat ses dae per week werk, moet een maal 'n jaar, na voltooiing van 'n jaar se diens by dieselfde werkgewer, 18 dae werkdae verlof met volle besoldiging toegestaan word, en ten opsigte van 'n werknemer wat vyf dae per week werk, moet dit 15 werkdae wees.

(2) 'n Verkeerswerknemer wat nie op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag, Republiekdag of Gesinsdag werk nie, moet ten opsigte van elke sodanige dag vir sewe uur en 20 minute teen sy uurloon besoldig word. 'n Werknemer wat op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag, Republiekdag of Gesinsdag werk, moet vir die tyd wat hy op sodanige dag werk, minstens dubbel sy uurloon betaal word, met 'n minimum van sewe uur en 20 minute se besoldiging ten opsigte van alle werknemers, uitgesonderd 'n verkeerswerknemer (spesiale klas), 'n skof-werktuigkundige en 'n arbeider en skoonmaker, waar die minimum sewe uur en 40 minute moet wees, ten opsigte van 'n onderhoudswerknemer, uitgesonderd 'n skofwerktuigkundige, waar die minimum agt uur en 24 minute en agt uur ten opsigte van 'n veiligheidshekwag moet wees.

(3) (a) 'n Werknemer wat deur sy werkgewer aangesê word om op die dag onmiddellik voor en/of na enige van die openbare vakansiedae in hierdie klousule bedoel te werk, en wat op sodanige dag of dae afwesig is, is nie op besoldiging vir sodanige vakansiedag geregtig nie, tensy hy afwesig was met die toestemming van sy werkgewer of as gevolg van siekte gestaaf deur 'n bona fide mediese sertifikaat.

(b) Waar enige van die openbare vakansiedae in subklousule (2) van hierdie klousule bedoel, op 'n Saterdag val, word sodanige Saterdag nie 'n vakansiedag met besoldiging vir 'n werknemer wat nie normaalweg op 'n Saterdag werk nie.

(c) 'n Werknemer wat van diens geskors word, verbeur alle besoldiging en/of alle ander voordele verbonde aan enige openbare vakansiedag wat binne sodanige tydperk van skorsing val.

(d) Indien 'n vakansiedag met besoldiging binne die tydperk van die jaarlikse verlof van 'n eenman-operateur, drywer of grondkondukteur val, moet 'n addisionele dag se besoldiging betaal word.

(e) Indien 'n vakansiedag met besoldiging binne die tydperk van die jaarlikse verlof van 'n loodswerknemer in die onderhoudspersoneel val, moet sodanige vakansiedag toegevoeg word by die verlof wat in subklousule (1) voorgeskryf word.

(f) 'n Werkgewer kan 'n verlofdag wat met volle besoldiging aan sy werknemer toegestaan is van sy verlof met besoldiging aftrek.

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

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

(6) An employee whose contract of employment is terminated during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued, shall upon such termination and in addition to any other remuneration which may be due to him be paid in respect of each completed month of such period of employment an amount of not less than one twelfth of the amount of leave pay to which he is entitled in terms of subclause (1): Provided that an employee who, after the expiration of his annual leave, terminated his employment by deserting shall have no claim in terms of this clause.

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

(8) Payment of the amount due in terms of subclause (7) shall be made on the normal pay-day in the second week of December or by special arrangement with the employer and shall be granted at his discretion.

(9) Any employee whose contract of employment terminates before the normal pay-day in the second week of December for reasons other than resignation, retirement or medical unfitness, shall not receive a pro rata share of payment in terms of subclause (7): Provided that an employee who has less than six months' continuous service with the same employer prior to such termination shall not be entitled to such payment.

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

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

- (a) absent on leave in terms of subclause (1);
- (b) doing military service in pursuance of the Defence Act, 1957;
- (c) absent from work on the instructions or at the request of his employer;
- (d) absent from work owing to illness;

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

8. UNIFORMS, EQUIPMENT AND PROTECTIVE CLOTHING

(1) Subject to the provisions of subclause (2), one-man operators, drivers and ground conductors shall be issued with uniforms on such a basis as the Council may from time to time determine: Provided that the following shall be the minimum issue during each cycle of four years:

- Six safari suits;
- six trousers;
- two tunics;
- four caps; (optional)
- eight shirts;
- four ties.

(2) Notwithstanding the provisions of subclause (1), newly qualified one-man operators and ground conductors shall be issued with two dust-coats on completion of their period of training at the training school.

(3) In addition to the uniform issue referred to in subclause (1), one-man operators, drivers and ground conductors shall be issued with—

- (a) one leather belt every three years;
- (b) one all-weather coat every three years.

(4) Subject to the provisions of subclause (1), (2) and (6), every one-man operator, driver and ground conductor shall be issued with a uniform and a leather belt as soon as he has completed three months' service, commencing from the date on which the employee completes his period of training at the training school.

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

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

(6) 'n Werknemer wie se dienskontrak gedurende 'n tydperk van 12 maande diens beëindig word voordat die tydperk van verlof, in subklousule (1) voorgeskryf, ten opsigte van daardie tydperk opgeloop het, moet by diensbeëindiging en benewens alle ander besoldiging wat aan hom verskuldig is, ten opsigte van elke voltooide maand van sodanige dienstrydperk 'n bedrag betaal word van minstens een twaalfde van die bedrag van die verlofbesoldiging waarop hy ingevolge subklousule (1) geregtig is: Met dien verstande dat 'n werknemer wat sy diens beëindig deur te dros nadat sy jaarlikse verlof verstrek is, geen eis kragtens hierdie klousule het nie.

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

(8) Betaling van die bedrag verskuldig ingevolge subklousule (7) moet gedoen word op die gewone betaaldag in die tweede week van Desember of soos spesiaal met die werkgewer gereël is en moet na sy goedgekeurde toegestaan word.

(9) 'n Werknemer wie se dienskontrak voor die gewone betaaldag in die tweede week van Desember eindig om ander redes as bedanking, aftrede of mediese ongesiktheid, moet nie 'n pro rate gedeelte van besoldiging ingevolge subklousule (7) ontvang nie: Met dien verstande dat 'n werknemer met minder as ses maande ononderbroke diens by dieselfde werkgewer voor sodanige diensbeëindiging nie op sodanige betaling geregtig is nie.

(10) Die verloftydperk mag nie saamval nie met siekteverlof met besoldiging of met diensopsegging of met 'n tydperk waarin van 'n werknemer vereis word om militêre diens kragtens die Verdedigingswet, 1957, te verrig.

(11) Vir die toepassing van hierdie klousule moet die uitdrukking "diens" geag word 'n tydperk of tydperke in te sluit waarin 'n werknemer—

- (a) ingevolge subklousule (1) afwesig is;
- (b) militêre diens kragtens die Verdedigingswet, 1957, verrig;
- (c) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (d) weens siekte van sy werk afwesig is;

wat altesaam hoogstens 10 weke in enige jaar beloop ten opsigte van (a), (c) en (d), plus tot en met vier maande ten opsigte van (b).

8. UNIFORMS, UITRUSTING EN BESKERMENDE KLERE

(1) Behoudens subklousule (2), moet uniforms aan eenman-operateurs, drywers en grondkondukteurs uitgereik word op sodanige grondslag as wat die Raad van tyd tot tyd bepaal: Met dien verstande dat die volgende die minimum uitrusting is wat uitgereik moet word gedurende elke siklus van vier jaar:

- Ses safaripakke;
- ses broeke;
- twee tunieke;
- vier pette (opsioneel);
- agt hemde;
- vier dasse.

(2) Ondanks subklousule (1), moet twee stofjasse uitgereik word aan pasgekwalfiseerde eenman-operateurs en grondkondukteurs by voltooiing van hul opleidingstydperk by die opleidingskool.

(3) Benewens die uniformuitrusting in subklousule (1) genoem, moet die volgende aan eenman-operateurs, drywers en grondkondukteurs uitgereik word:

- (a) Een leergordel elke drie jaar;
- (b) een dubbeldoeljas elke drie jaar.

(4) Behoudens subklousules (1), (2) en (6), moet 'n uniform en 'n leergordel uitgereik word aan elke eenman-operateur, drywer en grondkondukteur sodra hy drie maande diens voltooi het wat begin vanaf die datum waarop die werknemer sy opleidings tydperk by die opleidingskool voltooi.

(5) In the event of a one-man operator, a driver and a ground conductor who has been issued with a uniform terminating his services within 30 days of the date on which he received his first full uniform issue, the employer may recover the full costs of the uniform so issued and may do so by way of a deduction from any remuneration due to the employee on the date on which he terminates his services.

(6) Every maintenance employee shall be issued with two overalls each year: Provided that—

- (i) maintenance employees attending to batteries shall, in addition to the two overalls, be issued with leather or rubber aprons which shall be renewed in the event of deterioration owing to fair wear and tear;
- (ii) maintenance employees engaged as cleaners shall, in addition to the two overalls, be issued with wellingtons and wetsuits which shall be renewed in the event of deterioration owing to fair wear and tear; and
- (iii) employees engaged on shunting, fueling and replacement of tyres and wheel assemblies shall be issued with safety boots which shall be renewed in the event of deterioration owing to fair wear and tear.

(7) An employer shall provide overcoats and waterproofs to maintenance employees whenever maintenance employees are exposed to the vagaries of the weather or are performing chassis clean operations.

(8) An employer shall provide lockers for one-man operators, ground conductors and/or maintenance employees.

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

(10) Security gate guards shall be issued once a year with the following:

- (a) One pair overalls;
- (b) one pair leather combat boots;
- (c) one beret; and
- (d) one raincoat every three years.

(11) In the event of an employee not being issued with a temporary uniform in terms of subclause (2) within 30 days of taking over his first shift, he shall be paid an allowance of 10c per working day for each working day that he is required to perform his duties without a temporary uniform.

9. EMPLOYMENT OF TRADE UNION LABOUR

No employer who is a member of the employers' organisation shall continue to employ an employee who, while being eligible for membership of any one of the trade unions, is not a member of such trade union as at the date of coming into operation of this Agreement or who does not become a member of such trade union within a period of 90 days from such date or from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement, and no member of any of the trade unions may continue his employment with an employer who is not a member of the employers' organisation as at the date of coming into operation of this Agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned where the employment takes place after the date of coming into operation of this Agreement, become a member of the employers' organisation: Provided that this clause shall not apply where an employer or employee has in the opinion of the Council been refused membership of a party to this Agreement without reasonable cause.

10. TERMINATION OF SERVICE

(1) Subject to the provisions of subclause (2), not less than one week's notice from the ordinary pay-day shall be given by an employer or an employee to terminate the contract of service: Provided that this shall not affect the right of the employer or employee to terminate the contracts of service without notice for any cause recognised by law as sufficient: Provided further that the period of notice shall not run concurrently with, nor shall notice be given during, and employee's absence on leave granted in terms of clause 7 or any period of military service in pursuance of the Defence Act, 1957, or any period of sick leave not exceeding 14 days during any year of service.

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

(3) An employee whose service has been terminated must conclude his clearance within the stipulated 72 hours before any appeal and/or re-employment can be considered.

(5) Indien 'n eenman-operateur, 'n drywer en 'n grondkondukteur aan wie 'n uniform uitgereik is, sy diens beëindig binne 30 dae na die datum waarop hy se eerste volle uniform ontvang het, kan die werkgever die volle koste van die uniform aldus uitgereik, verhaal en wel by wyse van 'n aftrekking van besoldiging aan die werknemer verskuldig op die datum waarop hy sy diens beëindig.

(6) Aan elke onderhoudswerknemer moet twee oorpakke elke jaar uitgereik word: Met dien verstande dat—

- (i) leer- en rubbervoorskote wat in geval van billike slytasie vervang moet word, benewens die twee oorpakke uitgereik moet word aan onderhoudswerknemers wat met batterye werk;
- (ii) kniestewels en reënoorpakke, wat in geval van billike slytasie vervang moet word, benewens die twee oorpakke uitgereik moet word aan onderhoudswerknemers wat as skoonmakers werksaam is; en
- (iii) veiligheidstewels wat ingeval van billike slytasie vervang moet word, uitgereik moet word aan werknemers wat met rangeerwerk, brandstofingooi, vervanging van buitebande en wielmontering werksaam is.

(7) 'n Werkgever moet oorjasse en waterdigte mantels aan onderhoudswerknemers verskaf wanneer sodanige werknemers aan die wisselvalligheid van die weer blootgestel is of wanneer hulle onderstelle skoonmaak.

(8) 'n Werkgever moet sluitkassies vir eenman-operateurs, grondkondukteurs en/of onderhoudswerknemers verskaf.

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

(10) Een maal per jaar moet die volgende aan veiligheidshekwagte uitgereik word:

- (a) Een oorpak;
- (b) een paar leëstewels van leer;
- (c) een baret; en
- (d) een reënjas elke drie jaar.

(11) Indien daar nie binne 30 dae nadat hy met sy eerste skof begin het, 'n tydelike uniform ingevolge subklousule (2) aan 'n werknemer uitgereik word nie, moet hy 'n toelae van 10c per werksdag betaal word vir elke werksdag wat van hom vereis word om sy pligte sonder 'n tydelike uniform uit te voer.

9. INDIENSNEMING VAN VAKVERENIGING ARBEID

Geen werkgever wat lid is van die werkgeversorganisasie mag 'n werknemer in diens hou wat, hoewel hy geregtig is op lidmaatskap van enigeen van die vakverenigings, nie lid is van sodanige vakvereniging op die datum waarop hierdie Ooreenkoms in werking tree of wat nie lid word binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indiensneming waar die indiensneming na die inwerkingtreding van hierdie Ooreenkoms geskied nie, en geen lid van enige en van die vakverenigings mag in diens bly van 'n werkgever wat nie lid is van die werkgeversorganisasie op die datum waarop hierdie Ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indiensneming van die betrokke werknemer waar die indiensneming na die inwerkingtreding van hierdie Ooreenkoms geskied, lid word van die werkgeversorganisasie nie: Met dien verstande dat hierdie klousule nie van toepassing is waar 'n werkgever of 'n werknemer, na die mening van die Raad, sonder redelike gronde lidmaatskap van 'n party by hierdie Ooreenkoms geweier is nie.

10. DIENSBEËINDIGING

(1) Behoudens subklousule (2), moet 'n werkgever of 'n werknemer minstens een week vanaf die gewone betaaldag kennis gee van beëindiging van die dienskontrak: Met dien verstande dat die reg van die werkgever of die werknemer om die dienskontrak sonder kennisgewing en wel om 'n geldige rede te beëindig, nie hierdeur geraak word nie: Voorts met dien verstande dat die opseggingstyd nie mag saamval nie met, en daar ook nie kennis gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof wat ingevolge klousule 7 toegestaan is of 'n tydperk van militêre diens kragtens die Verdedigingswet, 1957, of 'n tydperk van siekteverlof van hoogstens 14 dae gedurende 'n jaar diens.

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

(3) 'n Werknemer wie se diens beëindig is, moet sy uitklaring binne die vasgestelde 72 uur finaliseer voordat enige appél en/of herindiensneming oorweeg kan word.

11. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, an employer shall deduct from the wages of each of his employees an amount of 13c per week and to the amount so deducted, the employer shall add an equal amount.

(2) All amounts collected in accordance with the provisions of subclause (1), together with a statement showing the number of employees employed, shall be forwarded to the Secretary of the Council, P.O. Box 48, Port Elizabeth, 6000, not later than the 15th day of each month following that in respect of which the collections were made.

12. AGENTS

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

13. ADMINISTRATION OF AGREEMENT

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

14. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may grant exemptions from any of the provisions of this Agreement for any good and sufficient reason.

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

(3) Licences of exemption shall be issued over the signature of the Secretary of the Council.

15. RECORDS TO BE KEPT

Employees shall keep records (fuel sheets, time sheets, etc.) in such form as may be determined by the employer. The employer shall furnish each employee with the necessary forms for keeping such records, which shall be returned to the employer by the employee on completion of his day's work.

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 for attending to their duties in connection with the work of the Council.

17. TRADE UNION SUBSCRIPTIONS

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

18. EXHIBITION OF AGREEMENT

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

19. BASIC CONDITIONS OF EMPLOYMENT

Notwithstanding anything to the contrary contained in this Agreement, the hours of work, overtime and holiday provisions contained in sections 2, 4, 8 and 12 of the Basic Conditions of Employment Act, 1983, shall apply to employees in so far as provision is not made for employees in the Industry.

PART II.—WAGES

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

(a) One-man operator and ground conductors:	Cents per hour
First three months in the grade as Junior OMO	250
Next nine months in the grade as OMO	276
Second year in the grade	287
Third year in the grade	298
Fourth year in the grade	310
Fifth year in the grade	322
Sixth year in the grade	336
Seventh year in the grade and thereafter	349
(b) Learner bus driver	150

11. UITGAWES VAN DIE RAAD

(1) Om die uitgawes van die Raad te bestry, moet 'n werkgewer 'n bedrag 13c per week aftrek van die loon van elkeen van sy werknemers, en by die bedrag dus afgetrek, moet die werkgewer 'n gelyke bedrag voeg.

(2) Alle bedrae wat ingevolge subklousule (1) ingevorder word, moet tesame met 'n staat waarop die getal werknemers in diens verskyn, gestuur word aan die Sekretaris van die Raad, Posbus 48, Port Elizabeth, 6000, voor of op die 15de dag van die maand wat volg op dié waarin die invorderings gemaak is.

12. AGENTE

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

13. ADMINISTRASIE VAN OOREENKOMS

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

14. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet kan die Raad vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms om 'n goeie en afdoende rede verleen.

(2) Die Raad kan die vrystellingsvoorwaardes en -termyn bepaal.

(3) Vrystellingstifikate moet deur die Sekretaris van die Raad onderteken word.

15. REGISTERS WAT BYGEHOU MOET WORD

Werknemers moet registers (brandstofstate, uurstate, ens.) byhou in die vorm wat die werkgewer bepaal. Die werkgewer moet elke werknemer voorsien van die vorms wat nodig is om die registers by te hou, en die werknemer moet die vorms by voltooiing van sy werk vir die dag aan die werkgewer terugbesorg.

16. VERTEENWOORDIGERS VAN VAKVERENIGINGS IN DIE RAAD

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

17. LEDEGELD VAN VAKVERENIGING

Op die skriftelike versoek van 'n werknemer moet 'n werkgewer die bedrag van die werknemer se ledegeld van die vakvereniging aftrek van sy loon en dit oorbetal aan die beampte wat die vakvereniging aangestel het om dit te ontvang.

18. VERTONING VAN OOREENKOMS

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

19. WET OP BASIESE DIENSVORWAARDES: FABRIEKWERKNEMERS

Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is die bepalinge in verband met werkure, oortydwerk en vakansiedae soos vervat in artikels 2, 4, 8 en 12 van die Wet op Basiese Diensvoorwaardes, 1983, van toepassing op werknemers, vir so sover daar nie voorsiening gemaak is nie vir werknemers in die Nywerheid.

DEEL II.—LONE

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

(a) Eenman-operateur en grondkondukteurs:	Sent per uur
Eerste drie maande in die graad as Junior-EMO	250
Volgende nege maande in die graad as EMO	276
Tweede jaar in die graad	287
Derde jaar in die graad	298
Vierde jaar in die graad	310
Vyfde jaar in die graad	322
Sesde jaar in die graad	336
Sewende jaar in die graad en daarna	349
(b) Leerlingbusdrywer	150

(c) *Traffic employee (special grade):*

First year in the grade	228
Second year in the grade	237
Third year in the grade	246
Fourth year in the grade	256
Fifth year in the grade and thereafter	266

(d) *Brush hand:*

First year in the grade	253
Second year in the grade	264
Third year in the grade	274
Fourth year in the grade	286
Fifth year in the grade and thereafter	297

(e) *Works staff employee:*

First year in the grade	234
Second year in the grade	243
Third year in the grade	252
Fourth year in the grade	263
Fifth year in the grade and thereafter	273

(f) *Labourer and cleaner:*

First year in the grade	197
Second year in the grade	205
Third year in the grade	212
Fourth year in the grade	221
Fifth year in the grade and thereafter	230

(g) *Security gate guard:*

First year in the grade	206
Second year in the grade	213
Third year in the grade	222
Fourth year in the grade	231
Fifth year in the grade and thereafter	241

(h) *Semi-skilled employee:*

First year in the grade	298
Second year in the grade	299
Third year in the grade	300
Fourth year in the grade	301
Fifth year in the grade and thereafter	305

(i) *Journeyman*..... 449

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

(3) To the working time of a one-man operator and a ground conductor shall be added 20 minutes per day as time allowance for paying in, drawing and checking equipment, etc., if such time is not included in his duty schedule.

(4) (a) Remuneration shall be paid on Fridays in respect of the previous working week, which shall be from a Monday to a Sunday, or within 72 hours of termination of employment if this takes place before the ordinary pay-day.

(b) Every employer shall, if he has not already done so in terms of a previous agreement, register with the Council the address of the office at which remuneration shall be paid and shall notify the Council of any change of address.

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

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

and such statement shall become the property of the employee.

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

- With the written consent of his employee, a deduction for sick benefit, insurance, savings, Council, provident or pension funds;

(c) *Verkeerswerknemers (spesiale graad):*

Eerste jaar in die graad	228
Tweede jaar in die graad	237
Derde jaar in die graad	246
Vierde jaar in die graad	256
Vyfte jaar in die graad en daarna	266

(d) *Grofskilder:*

Eerste jaar in die graad	253
Tweede jaar in die graad	264
Derde jaar in die graad	274
Vierde jaar in die graad	286
Vyfte jaar in die graad en daarna	297

(e) *Werkepersoneelwerknemer:*

Eerste jaar in die graad	234
Tweede jaar in die graad	243
Derde jaar in die graad	252
Vierde jaar in die graad	263
Vyfte jaar in die graad en daarna	273

(f) *Arbeider en skoonmaker:*

Eerste jaar in die graad	197
Tweede jaar in die graad	205
Derde jaar in die graad	212
Vierde jaar in die graad	221
Vyfte jaar in die graad en daarna	230

(g) *Veiligheidsheskwas:*

Eerste jaar in die graad	206
Tweede jaar in die graad	213
Derde jaar in die graad	222
Vierde jaar in die graad	231
Vyfte jaar in die graad en daarna	241

(h) *Halfgeskoolde werknemer:*

Eerste jaar in die graad	298
Tweede jaar in die graad	299
Derde jaar in die graad	300
Vierde jaar in die graad	301
Vyfte jaar in die graad en daarna	305

(i) *Ambagsman*..... 449

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

(3) Twintig minute per dag moet by die werktyd van 'n eenman-operateur en 'n grondkondukteur gevoeg word as tydtoelae vir inbetaling en die uitneem en nagaan van uitrusting, indien sodanige tyd nie in sy diensrooster ingesluit is nie.

(4) (a) Besoldiging moet of Vrydae betaal word ten opsigte van die vorige werkweek wat van Maandag tot 'n Sondag moet strek, of binne 72 uur na diensbeëindiging indien dit voor die gewone betaaldag plaasvind.

(b) Elke werkgever wat dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet die adres van die kantoor waar besoldiging betaal moet word, by die Raad registreer en moet die Raad van enige adresverandering verwittig.

(5) Besoldiging wat kragtens hierdie Ooreenkoms betaal word, moet vergesel gaan van 'n staat waarop die volgende verskyn:

- Die werkgever se naam;
- die werknemer se naam;
- die getal ure gewerk, met inbegrip van oortyd;
- besonderhede van bedrae wat van die werknemer se verdienste afgetrek is;
- die werklike bedrag wat aan die werknemer betaal is; en
- die tydperk ten opsigte waarvan besoldiging betaal is;

en die staat moet die eiendom van die werknemer word.

(6) 'n Werkgever mag sy werknemer geen boetes opleë nie en mag ook geen bedrag van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

- Met die skriftelike toestemming van sy werknemer, 'n bedrag vir siektebystands-, versekerings-, besparings-, Raads-, voorsorg- of pensioenfondse;

- (b) except where otherwise provided in this Agreement, whenever an employee is absent from work for any cause other than on the instructions or at the request of his employer; a deduction proportionate to the period of his absence and calculated on the basis of the remuneration which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction in respect of trade union subscriptions in terms of clause 17 of Part I of the Agreement;
- (d) a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;
- (e) any other deduction that may be mutually agreed upon in writing between the trade unions, the employee and the employer.
- (7) An employer who on any day requires or permits a member of one class of his employees to perform, either in addition to his own work or in substitution therefor work of another class for which—

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

is prescribed, in subclause (1), shall pay 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 the conditions of this subclause shall not apply to employees undergoing training as specified in subclause (12).

(8) Forty-four hours of work within six days or pay in lieu thereof shall be guaranteed to all traffic employees.

(9) If a maintenance employee is required or permitted to work as a driver, caboose driver (duty-busdriver) or one-man operator on any scheduled duty, he shall, in respect of the time during which he so works and in respect of time so worked in excess of the limit prescribed in clause 5 of Part I, be paid not less than the wage and overtime allowance payable to a one-man operator during his first year of service.

(10) Where an employer, due to a clerical or accounting or administrative error or miscalculations, pays an employee any remuneration in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from subsequent wages or earnings: Provided that—

- (i) the deduction may be made from one or more payments of wages, but no one deduction shall exceed 15 per cent of the wages from which it is deducted; and
- (ii) no such deduction shall be made from any leave pay or leave bonus payable in terms of this Agreement.

(11) Employees working as dial-a-bus OMOs and shift mechanics shall be paid at a rate 10 % higher than their basic rate as determined in subclause (1) (a), (h) or (i) above.

(12) Employees undergoing training as specified below shall be paid at the rate such employees were receiving prior to commencing the appropriate learnership period and after successfully completing the period of learnership be promoted and paid the relevant rate for the job, provided a suitable vacancy exists:

MAXIMUM TRAINING PERIODS

Cleaners to Works Staff

Steam jenny operator	2 weeks
Fueler	2 weeks
Oiler	3 weeks
Battery servicer	3 weeks
Tyreman	3 weeks
Mechanical assistant	4 weeks
Electrical assistant	4 weeks
Body shop assistant	4 weeks
Greaser	4 weeks
Shunter	4 weeks

Works Staff to Semi-skilled Employee

Mechanical	6 weeks
Electrical	6 weeks
Body	6 weeks
Tyre programme	8 weeks

- (b) behoudens andersluidende bepalingen hierin, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgever, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die besoldiging van sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het;
- (c) 'n bedrag ten opsigte van ledegeld van die vakvereniging soos in klousule 17 van Deel I van die Ooreenkoms bepaal;
- (d) 'n bedrag wat 'n werkgever regtens of op bevel van 'n hof met regsbevoegdheid moet of mag aftrek;
- (e) alle ander bedrae waaroor die vakverenigings, die werknemer en die werkgever onderling skriftelik ooreenkom.
- (7) 'n Werkgever wat op 'n bepaalde dag van 'n lid van een klas van sy werknemers vereis of hom toelaat om of benewens sy eie werk of ter vervanging daarvan, werk van 'n ander klas te verrig waarvoor—

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

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

- (i) In die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër loon; en
- (ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op die kerf in die stygende loonskaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het: Met dien verstande dat die voorwaardes van hierdie subklousule nie van toepassing is op werknemers wat opleiding ontvang soos in subklousule (12) voorgeskryf nie.

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

(9) Indien daar van 'n onderhoudswerknemer vereis of hy toegelaat word om in 'n vasgestelde diens as 'n drywer, diensbusdrywer of eenman-operateur te werk, moet hy, ten opsigte van die tyd wat hy aldus werk en ten opsigte van die tyd aldus gewerk wat langer is as die tyd in klousule 5 van Deel I voorgeskryf, minstens die loon en oortydtoelae betaal word wat gedurende sy eerste jaar diens aan 'n eenman-operateur betaalbaar is.

(10) Waar 'n werkgever weens 'n klerklike, boekhou- of administratiewe fout of weens 'n verkeerde berekening aan 'n werknemer 'n hoër loon betaal as die bedrag wat regtens betaalbaar is, is die werkgever geregtig om die bedrag wat te veel betaal is, te verhaal deur dit van daaropvolgende lone of verdienste af te trek: Met dien verstande dat—

- (i) dit van een of meer loonbetalings afgetrek kan word maar dat geen bepaalde aftrekking meer mag wees as 15 persent van die loon waarvan dit afgetrek word nie;
- (ii) geen sodanige aftrekking gemaak mag word van verlofbesoldiging of verlofbonus wat ingevolge hierdie Ooreenkoms betaalbaar is nie.

(11) Werknemers wat as skakel-'n-bus-EMO's en skofwerktuigkundiges werk, moet besoldig word teen 'n koers wat 10 persent hoër is as hul basiese loon soos vasgestel in subklousule (1) (a), (h) of (i) hierbo.

(12) Werknemers wat opleiding ondergaan soos hieronder uiteengesit, moet besoldig word teen die koers wat sodanige werknemers ontvang het voor die aanvang van die betrokke opleidingstydperk en moet na voltooiing van die opleidingstydperk bevorder word en die toepaslike koers vir die werk betaal word, mits daar 'n geskikte vakature beskikbaar is:

MAKSIMUM OPLEIDINGSTYDPERKE

Skoonmakers tot Werkepersoneel

Stoomskoonblaasmasjien bediener	2 weke
Brandstofman	2 weke
Olieman	3 weke
Batteryversier	3 weke
Buitebandversier	3 weke
Meganiese assistent	4 weke
Elektriese assistent	4 weke
Bakwinklassistent	4 weke
Smeedders	4 weke
Rangeerders	4 weke

Werkepersoneel tot halfgeskoolde werknemer

Meganies	6 weke
Elektries	6 weke
Bakwerk	6 weke
Buitebandprogram	8 weke

This Agreement signed at Port Elizabeth, on behalf of the parties, this 23rd day of May 1985.

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

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

A. L. PAGE,
Secretary of the Council.

Hierdie Ooreenkoms is namens die partye op hede die 23ste dag van Mei 1985 te Port Elizabeth onderteken.

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

R. J. NELSON,
Ondervoorsitter van die Raad.

A. C. PAGE,
Sekretaris van die Raad.

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