



Buitengewone Staatskooerant Government Gazette Extraordinary

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

VOL. I.]

PRYS 5c.

PRETORIA, 28 JULIE 1961.
28 JULY 1961.

PRICE 5c.

(No. 51.)

GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. 325.]

[28 Julie 1961.

WET OP NYWERHEIDSVERSOENING, 1956.

PADPASSASIERSVERVOERBEDRYF, KAAP.

HOOFOOREENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Padpassasiersvervoerbedryf, Kaap, betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in die Ooreenkoms [uitgesonderd klousules 1, 2, 4 (d) en (e) en 5], vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die landdrosdistrikte die Kaap, Wynberg, Simonstad en Bellville; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in die Ooreenkoms [uitgesonderd klousules 1, 2, 4 (d) en (e), (5) en 11 (4) (e)], vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, in die landdrosdistrikte die Kaap, Wynberg, Simonstad en Bellville *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. 325.]

[28 July 1961.

INDUSTRIAL CONCILIATION ACT, 1956.

ROAD PASSENGER TRANSPORT INDUSTRY,
CAPE.**MAIN AGREEMENT.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Road Passenger Transport Industry, Cape, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in the Agreement [excluding clauses 1, 2, 4 (d) and (e) and 5] shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Simonstown and Bellville; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Simonstown and Bellville and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in the Agreement [excluding clauses 1, 2, 4 (d) and (e), 5 and 11 (4) (e)], shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

NYWERHEIDSRAAD VIR DIE PADPASSASIERSVERVOERBEDRYF (KAAP).

OOREENKOMS

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

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms is in die landdrosdistrikte die Kaap, Wynberg, Simonstad en Bellville bindend vir die Tramway and Omnibus Workers' Union (Cape), hieronder die „Vakvereniging” genoem, en die Road Passenger Employers' Association (Cape), hieronder die „Werkgewersorganisasie” genoem, en vir die werkneemers en werkgewers wat onderskeidelik lede is van genoemde Vakvereniging of Werkgewersorganisasie in die Padpassasiervervoerbedryf.

2. DATUM VAN INWERKINGTREDING VAN OOREENKOMS.

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

3. WOORDOMSKRYWING.

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

„Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig;
„kondukteur” die kondukteur van 'n padpassasiervoertuig;
„Raad” die Nywerheidsraad vir die Padpassasiervervoerbedryf (Kaap) geregistreer ingevolge artikel *negentien*, soos toegepas by artikel *twee* (4), van die Wet;
„dag” wanneer gebruik in verband met die werktyd van 'n bestuurder of 'n kondukteur, die tydperk van vier-en-twintig uur tussen 4 v.m. op enige dag en 4 v.m. op die daaropvolgende dag;

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

„bestuurder” die bestuurder van 'n padpassasiervoertuig of 'n steerwa;

„diensvoertuigbestuurder” 'n loodswerknemer wat, afgesien van sy gewone pligte, 'n voertuig moet bestuur wat gebruik word vir die vervoer van werkneemers na en van hul werk; „uurloon” die uurloon voorgeskryf in klousule 7;

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

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

„Padpassasiervervoerbedryf” of „Bedryf” die onderneming waarin werkgewers en werkneemers met mekaar geassosieer is met die doel om 'n persoon of persone teen vergoeding per openbare pad te vervoer deur middel van 'n voertuig (uitgesonderd 'n voertuig wat deur die Suid-Afrikaanse Spoerweg- en Hawensadministrasie beheer word) wat ontwerp is vir aandrywing op 'n ander manier as deur middel van mense- of dierkrag en wat ontwerp is vir die vervoer van meer as agt persone, met inbegrip van die bestuurder van sodanige voertuig, en dit omvat ook persone wat in diens geneem is vir die instandhouding, skoonmaak, opknapping, herstel, verandering of bou van—

- (a) luglyne; en
- (b) voertuie;

wanneer sodanige werk deur die eienaar daarvan onderneem word;

„padpassasiervervoertuig” 'n voertuig (uitgesonderd 'n voertuig wat deur die Suid-Afrikaanse Spoerweg- en Hawensadministrasie beheer word) wat ontwerp is vir aandrywing op 'n ander manier as deur middel van mense- of dierkrag en wat ontwerp is vir die vervoer van meer as agt persone, met inbegrip van die bestuurder van sodanige voertuig;

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

AGREEMENT

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

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

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

1. SCOPE AND APPLICATION OF AGREEMENT.

The terms of this Agreement shall be binding in the magisterial districts of the Cape, Wynberg, Simonstown and Bellville upon the Tramway and Omnibus Workers' Union (Cape), hereinafter referred to as the "trade union", and the Road Passenger Transport Employers' Association (Cape), hereinafter referred to as the "employers' organisation", and upon the employees and employers who are members of the said trade union or employers' organisation, respectively, in the Road Passenger Transport Industry.

2. DATE OF APPLICATION OF AGREEMENT.

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

3. DEFINITIONS.

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

“Act” means the Industrial Conciliation Act, 1956, as amended;

“conductor” means the conductor of a road passenger transport vehicle;

“Council” means the Industrial Council for the Road Passenger Transport Industry (Cape) registered in terms of section *nineteen*, as applied by section *two* (4), of the Act; “day” means, when used in connection with the working time of a driver or conductor, the period of twenty-four hours between 4 a.m. on any day and 4 a.m. on the next succeeding day;

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

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

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

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

“military training” means continuous training which an employee is required to undergo in terms of section *twenty-one* (1), read with sub-sections (1) and (2) of section *twenty-two* of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section *twenty-three* of the said Act nor any training of service for which he volunteers or which he elects to undergo;

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

“Road Passenger Transport Industry” or “Industry” means the undertaking in which employers and employees are associated for the purpose of transporting for reward over any public road any person or persons by means of any vehicle (other than a vehicle controlled by the South African Railways and Harbours Administration) designed for propulsion otherwise than by human or animal power and designed to carry more than eight persons including the driver of such vehicle and shall include persons engaged in the maintenance, cleaning, renovating, repair, alteration or construction of—

(a) any overhead lines; and

(b) vehicles;

when such work is undertaken by the owner thereof;

“road passenger transport vehicle” means any vehicle (other than a vehicle controlled by the South African Railways and Harbours Administration) designed for propulsion otherwise than by human or animal power and designed to carry more than eight persons including the driver of such vehicles;

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

"loodswerknemer" enige werknemer, uitgesondert 'n inspekteur, afsender, bestuurder, kondukteur, klerklike of administratiewe werknemer;

"loodswerknemer, graad A1, letterskilder," 'n loodswerknemer wat in diens geneem is vir die verrigting van een of meer van ondergenoemde werksaamhede en wat vir die verrigting van sodanige werksaamhede gebruik word:—

Die rangskikking en uitskryf van advertensies, letters en syfers op sowel die binne- as die buitekant van voertuie en ook op kennisgewingborde; die verrigting van enige vorm van skryfwerk op die maatskappy se perseel en daarbenewens die verrigting van werk wat onder die omskrywing van „voertuigskilder" ingesluit is;

"loodswerknemer, graad A2, voertuigskilder," 'n loodswerknemer wat in diens geneem is vir die verrigting van een of meer van ondergenoemde werksaamhede en wat vir die verrigting van sodanige werksaamhede gebruik word:—

Die bereiding van verftowwe vir die aanbring daarvan; die aanbring, met behulp van 'n kwass of 'n roller of 'n spuit, van onderlae of bolae van gekleurde verf of vernis op alle dele van voertuie, uitgesondert die binnekant van bestuurderskajuite en toe motors tot by die onderste deel van die vensterlyste, wiele, honderelings, stampers, agterste platvorms, trappe en dakke.

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

"loodswerknemer, graad A2, stoofeerder en bekleer," 'n loodswerknemer wat in diens geneem is vir die verrigting van een of meer van ondergenoemde werksaamhede en wat vir die verrigting van sodanige werksaamhede gebruik word:—

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

"loodswerknemer, graad B,"—
graad B1, 'n loodswerknemer wat een of meer van die volgende werksaamhede verrig:—

Die herstel van verkoelers, versoel van remme of koppeelaars, verwijdering en aansit van buite- en binnebande aan wielvellings, besteding van aandag aan voertuie wat onklaar geraak het gedurende skofte waaroer geen teenstelling gehou word nie, verlening van hulp aan luglynwerskers by die instandhouding en herstelling van luglynuitrusting, instandhouding en herstel van trembusuitrusting, nagaan van werkstate en verantwoordelikheid vir departementele voorrade; masjienelewerk, herstel van ruitveërs en aanbring van verf aan ondergenoemde dele van voertuie:—

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

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

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

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

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

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

Klapperhaar en perdehaar uitpluis; werk vashou vir plaatmetaalwerskers en duikklopers, skuurpapierwerk; grondlaagvulsel en stopverfplaksel gelyk vryf; dele van voertuie, implemente, gereedskap of masjieneriek skoonmaak en poler en met mengsels bewerk; verf afskraap en korrosieverende middels aanbring;

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

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

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

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

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

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

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

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

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

"shed employee, grade B,"—
grade B1 shall mean any shed employee who performs any one or more of the following operations:

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

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

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

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

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

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

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

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

„loodswerknemer, graad C,” ‘nloodswerknemer wat gebruik word om voertuie van personele te was, skoon te maak en af te stof, verkoelers te vul, tee te maak, trollies te draai, ekstra kaartjies per fiets aan afsenders af te lever, trokke op en af te laai, algemene arbeiderswerk te verrig;

„loodswerknemer in die voertuigpersoneel” ‘n ranger, wasser, trolleyhoofman, buitebandman, arbeider of anderloodswerknemer wie se werk gewoonlik verrig word by ‘n depot waarin voertuie gesluis word;

„loodswerknemer in die onderhoudspersoneel” ‘nloodswerknemer wie se werk gewoonlik in ‘n werkinkel verrig word; „werkdagbestek” die tydperk wat verloop vanaf die tyd waarop daar op ‘n bepaalde dag met die werk begin word tot die tyd waarop die werk beëindig word;

„volle uurloon” die uurloon voorgeskryf in klousule 7 van hierdie Ooreenkoms plus die toepaslike lewenskostetolae voorgeskryf in klousule 8 van hierdie Ooreenkoms, bereken op ‘n uurgrondslag;

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

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

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

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

4. ADMINISTRASIE VAN OOREENKOMS.

(a) Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy mag menings wat nie met die bepalings hiervan onbestaanbaar is nie, uitspreek vir die leiding van werkgewers en werknemers.

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

(a) ‘n werkgever; en

(b) ‘n werknemer;

met dien verstande dat geen vrystelling van die bepalings van subklousule (8) van klousule 10 van hierdie Ooreenkoms ten opsigte van ‘n vroulike werknemer wat ooreenkomsdig die bepalings van die Wet op Fabriek, Masjienerie en Bouwerk, 1941, in diens geneem is en wat handearbeid verrig, verleen mag word nie behalwe met die doel om werk te verrig wat deur ‘n noodgeval noodsaklik gemaak word.

(2) Die Raad besit die bevoegdheid om—

(a) die voorwaardes waarop; en

(b) die tydperk waarvoor

vrystellings verleen mag word, vas te stel.

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

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

(c) *Onkoste van die Raad.*—(1) Ten einde die onkoste van die Raad te bestry, moet elke werkgever 2c per week van die loon van elkeen van sy werknemers vir wie ‘n loon van 20c (twintig sent) of meer per uur in klousule 7 van hierdie Ooreenkoms voorgeskryf word en 1c per week van die loon van elkeen van sy ander werknemers vir wie ‘n loon van minder as 20c per uur aldus voorgeskryf word, aftrek. By die bedrag aldus afgetrek, moet die werkgever ‘n bedrag voeg wat daaraan gelyk is.

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

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

(e) *Vakvereniging se verteenwoordigers in die Raad.*—‘n Werkgever moet aan enigeen van sy werknemers wat ‘n verteenwoordiger in die Raad is, alle redelike fasilitete verleen om sy pligte in verband met die werk van die Raad na te kom.

5. LIDMAATSKAP VAN VAKVERENIGING.

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

(a) wanneer ‘n werknemer lid is van die Amalgamated Engineering Union of Amalgamated Society of Woodworkers of ‘n ander vakvereniging wat die Raad mag goedkeur;

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

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

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

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

“straight time” means the hourly rate in terms of clause 7 of this Agreement plus the appropriate cost-of-living allowance in terms of clause 8 of this Agreement expressed in an hourly basis;

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

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

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

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

4. ADMINISTRATION OF AGREEMENT.

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

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

(a) any employer; and

(b) any employee;

provided that no exemption from the provisions of sub-clause (8) of clause 10 of this Agreement shall be granted in respect of any female employee, who is an employee in terms of the Factories, Machinery and Building Work Act, 1941, and who is employed in manual work, except for the purpose of performing work which is necessitated by an emergency.

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

(a) the conditions; and

(b) the period

under and during which exemptions may be granted.

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

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

(c) *Expenses of the Council.*—(1) For the purpose of meeting the expenses of the Council each employer shall deduct 2c per week from the wages of each of his employees for whom a wage of 20c (twenty cents) or more per hour is prescribed in clause 7 of this Agreement, and 1c per week from the wages of each of his other employees for whom wages of less than 20c per hour are so prescribed. To the amount so deducted the employer shall add an equal amount.

(2) All amounts collected in accordance with the provisions of sub-clause (1) of this clause shall, together with a statement showing the number of employees employed be forwarded to the Secretary of the Council at 183, Sir Lowry Road, Cape Town, on or before the 15th day of each month.

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

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

5. TRADE UNION MEMBERSHIP.

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

(a) when an employee is a member of the Amalgamated Engineering Union or Amalgamated Society of Woodworkers, or such other trade union as the Council may approve;

- (b) wanneer die Raad van mening is dat daar, afgesien van 'n persoon se regte kragtens artikel een-en-vyftig (10) van die Wet, geen grondige of afdoende rede was om so 'n persoon lidmaatskap van die Vereniging te weier nie en wanneer die persoon wat om lidmaatskap van die Vereniging aansoek gedoen het, die Raad binne 30 dae van sodanige weiering in kennis gestel het;
- (c) ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika met dien verstande dat, as 'n immigrant te enigertyd na die eerste drie maande vanaf die datum waarop hy in die bedryf in diens geneem is, 'n uitnodiging van die betrokke Vakvereniging om lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik in werkung tree en die werkgewer van sodanige immigrant hom nie vir 'n langer tydperk as een week vanaf die datum van sodanige weiering in diens mag hou nie;
- (d) op die indiensneming van 'n werknaem wat, na die mening van die Minister, grondige rede het om te weier om lid van die betrokke Vakvereniging te word of te bly.

6. BEPERKING OP INDIENSNEMING.

- (a) Niemand onder die leeftyd van 16 jaar mag as 'n loods-werknaem in diens geneem word nie.

(b) Niemand—

- (i) onder die leeftyd van 21 jaar mag as 'n bestuurder in diens geneem word nie;
- (ii) onder die leeftyd van 19 jaar mag as 'n kondukteur in diens geneem word nie.

(c) Iemand wat voor die datum waarop hierdie Ooreenkoms in werkung tree, nie in die Padpassasiervervoerbedryf in die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad in diens was nie, mag nie as 'n letterskilder of voertuigskilder of as 'n bekleer of stoffeerdeur in diens geneem word of toegelaat word om enigeen van die soorte werk gemeid onder die omskrywings van "letterskilder", "voertuigskilder" of "stoffeerdeur en bekleer" soos vervat in klousule 3 van hierdie Ooreenkoms, te verrig nie tensy hy in besit is van getuigskrifte soos voorgeskryf by die Wet op Vakleerlinge.

7. LONE EN/OF VERDIENSTE.

(1) Eenhoudens die aftrekkings waarvoor daar in klousule 11 van hierdie Ooreenkoms magtiging verleen word, mag die minimum weekloon van 'n werknaem nie minder as 44 maal sy urlloon wees nie al was die werktyd van sodanige werknaem in sodanige week ook minder as 44 uur.

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

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

	Per uur. Rand.
(a) (i) Bestuurders:	
Vir die eerste ses maande diens.....	0.2834
Vir die sewende maand en tot een jaar diens	0.3000
Vir die tweede jaar diens.....	0.3250
Vir die derde jaar diens.....	0.3500
Vir die vierde jaar diens.....	0.3667
Vir die vyfde jaar diens.....	0.3750
Vir die sesde tot die tiende jaar diens....	0.4084
Vir die elfde jaar diens en daarna.....	0.4500
(ii) Kondukteurs:	
Vir die eerste ses maande diens.....	0.2750
Vir die sewende maand en tot een jaar diens	0.2917
Vir die tweede jaar diens.....	0.3167
Vir die derde jaar diens.....	0.3417
Vir die vierde jaar diens.....	0.3667
Vir die vyfde jaar diens.....	0.3750
Vir die sesde tot die tiende jaar diens....	0.4084
Vir die elfde jaar diens en daarna.....	0.4500
(b) Diensbusbestuurder.....	0.2584
(c) (i) Loodswerknaem, graad A1.....	0.4167
(ii) Loodswerknaem, graad A2.....	0.4000
(iii) Loodswerknemers, graad B1:	
Vir die eerste jaar diens.....	0.1834
Vir die tweede jaar diens.....	0.2000
Vir die derde jaar diens.....	0.2084
Vir die vierde jaar diens.....	0.2167
Vir die vyfde jaar diens.....	0.2250
Daarna.....	0.2334
(iv) Loodswerknemers, graad B2:	
Vir die eerste jaar diens.....	0.1584
Vir die tweede jaar diens.....	0.1750
Vir die derde jaar diens.....	0.1834
Vir die vierde jaar diens.....	0.1917
Vir die vyfde jaar diens.....	0.2000
Daarna.....	0.2084

(b) when, apart from a person's rights in terms of section fifty-one (10) of the Act, in the opinion of the Council membership of the union has been refused without good or sufficient cause and the applicant for membership to the union has notified the Council within thirty days of such refusal;

(c) in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry refused any invitation from the trade union concerned to become a member of it, the provisions of this section shall immediately come into operation, and the employer of such immigrant shall not continue to employ him for a period or more than one week, reckoned from the date of such refusal;

(d) to the employment of any employee who in the opinion of the Minister has good cause for objecting to becoming or remaining a member of the union concerned.

6. RESTRICTION OF EMPLOYMENT.

(a) No person under the age of sixteen years shall be engaged as a shed employee.

(b) No person—

- (i) under the age of 21 years shall be engaged as a driver;
(ii) under the age of 19 years shall be engaged as a conductor.

(c) No person who, prior to the date on which this Agreement shall have come into operation, was not employed in the Road Passenger Transport Industry in the Magisterial Districts of the Cape, Wynberg, Bellville or Simonstown, shall be engaged as a signwriter or coach painter or as an upholsterer and trimmer, or be permitted to perform any of the categories of work set forth under the definitions of "signwriter", "coach painter" or "upholsterer and trimmer" as contained in clause 3 of this Agreement, unless he is in possession of credentials in terms of the Apprenticeship Act.

7. WAGES AND/OR EARNINGS.

(1) Subject to any deduction authorised in clause 11 of this Agreement the minimum wage per week of any employee shall not be less than 44 times his hourly rate even though the working time of such employee in such week may have been less than 44 hours.

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

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

	Per Hour. Rand
(a) (i) Drivers—	
For the first six months service.....	0.2834
For the seventh month's service up to one year.....	0.3000
For the second year of service.....	0.3250
For the third year of service.....	0.3500
For the fourth year of service.....	0.3667
For the fifth year of service.....	0.3750
For the sixth to tenth year of service....	0.4084
For the eleventh year and thereafter....	0.4500
(ii) Conductors—	
For the first six months service.....	0.2750
For the seventh month's service up to one year.....	0.2917
For the second year of service.....	0.3167
For the third year of service.....	0.3417
For the fourth year of service.....	0.3667
For the fifth year of service.....	0.3750
For the sixth to tenth year of service....	0.4084
For the eleventh year and thereafter....	0.4500
(b) Duty vehicle driver.....	0.2584
(c) (i) Shed employee, grade A1.....	0.4167
(ii) Shed employee, grade A2.....	0.4000
(iii) Shed employee, grade B1—	
For the first year of service.....	0.1834
For the second year of service.....	0.2000
For the third year of service.....	0.2084
For the fourth year of service.....	0.2167
For the fifth year of service.....	0.2250
Thereafter.....	0.2334
(iv) Shed employee in grade B2:—	
For the first year of service.....	0.1584
For the second year of service.....	0.1750
For the third year of service.....	0.1834
For the fourth year of service.....	0.1917
For the fifth year of service.....	0.2000
Thereafter.....	0.2084

	Per Uur. Rand.
(v) Loodswerknemer, graad B3:	
Vir die eerste jaar diens.....	0.1417
Vir die tweede jaar diens.....	0.1584
Vir die derde jaar diens.....	0.1667
Vir die vierde jaar diens.....	0.1750
Vir die vyfde jaar diens.....	0.1834
Daarna.....	0.1917
(vi) Loodswerknemer, graad B4:	
Vir die eerste jaar diens.....	0.1250
Vir die tweede jaar diens.....	0.1417
Vir die derde jaar diens.....	0.1500
Vir die vierde jaar diens.....	0.1584
Vir die vyfde jaar diens.....	0.1667
Daarna.....	0.1750
(vii) Loodswerknemer, graad C:	
Vir die eerste jaar diens.....	0.1167
Vir die tweede jaar diens.....	0.1334
Vir die derde jaar diens.....	0.1417
Vir die vierde jaar diens.....	0.1500
Vir die vyfde jaar diens.....	0.1584
Daarna.....	0.1667

(4) Die lone voorgeskryf in subklousule 3.(b) en in subklousule 3.(c) (i), (ii), (iii), (iv), (v), (vi) en (vii), moet met R0.0167 per uur verhoog word in die geval van werknemers wat 15 jaar diens by dieselfde werkgever voltooi het en met R0.0250 per uur in die geval van werknemers wat 20 jaar diens by dieselfde werkgever voltooi het.

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

8. LEWENSKOSTETOELAES.

(a) Benewens die lone soos voorgeskryf in klousule 7, moet 'n weeklike lewenskostetoeleae op onderstaande grondslag betaal word:

(i) *Bestuurders en kondukteurs.*—'n Bestuurder of 'n kondukteur moet 'n lewenskostetoeleae van R10.0667 (R0.1000) ontvang.

(ii) *Loodswerknemers.*—'n Werknemer wie se basiese loon te staan kom op—

A. hoogstens R6 per week.....	R6.6917 (R0.0584)
B. meer as R6, maar hoogstens R7 per week.....	R7.7334 (R0.0667)
C. meer as R7, maar hoogstens R8 per week.....	R8.7750 (R0.0750)
D. meer as R8, maar hoogstens R9 per week.....	R9.8167 (R0.0834)
E. meer as R9, maar hoogstens R9.8000 per week.....	R10.8584 (R0.0917)
F. meer as R9.8000 per week.....	R11.9000 (R0.1000)

(b) Die toelaes voorgeskryf in (a) (i) en (ii) hierbo, moet met die bedrag wat in die regterhandse kolom tussen hakies voorkom, vermeerder of verminder word vir onderskeidelik elke stygging of daling, bo of onder 101·76, van 0·452 van 'n punt in die beswaarde gemiddelde syfers van die verbruikersprysindeks vir die nege vernaamste stedelike gebiede soos deur die Departement van Sensus en Statistiek, Pretoria, uitgereik.

(c) Elke aanpassing van die lewenskostetoeleae wat volg op 'n stygging of daling van die indeks, moet gemaak word met ingang van die eerste betaaldag in die maand wat volg op die publikasie van sodanige stygging of daling in die Staatskoerant.

(d) Geen werkgever mag die besoldiging van 'n werknemer wat 'n hoër loon ontvang as dié wat in hierdie Ooreenkoms voorgeskryf word, laat verlaag of toelaat dat dit verlaag word, of sodanige werknemer ontslaan en hom weer teen 'n laer besoldiging in diens neem, of 'n werknemer toelaat of van hom vereis om die hele lewenskostetoeleae, of 'n deel daarvan, wat betaalbaar is, te betaal of terugbetaal nie, en hy mag ook niks laat doen, of toelaat dat dit gedoen word, wat die regstreekse gevolg sal hé dat 'n werknemer die voordeel of 'n gedeelte van die voordeel van sodanige toelaes ontnem word nie.

(e) 'n Werknemer mag nie minder as die lewenskostetoeleae vir 'n dag betaal word nie as hy, afgesien van die tyd gewerk, op daardie dag wel gewerk het, maar in die geval van 'n werknemer wat versuim het om die bepalings van sy kontrak na te kom, mag 'n *pro rata*-deel van die lewenskoste afgetrek word vir die getal ure wat sodanige werknemer van sy werk afwesig was as gevolg van sodanige versuim.

9. OORLOGSMAATREËL NO. 43 VAN 1942, SOOS GEWYSIG.

Die lewenskostetoeleae waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word, sluit die lewenskostetoeleae in wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, aan die betrokke werknemers betaalbaar is; met dien verstande dat waar die totale wat in hierdie Ooreenkoms voorgeskryf word, kleiner is as dié wat ingevolge genoemde Oorlogsmaatreël aan die betrokke werknemer betaalbaar is, dit so verhoog moet word dat dit nie minder is nie as die toelae wat in die Oorlogsmaatreël voorgeskryf word.

	Per Hour. Rand.
(v) <i>Shed employee in Grade B3:</i>	
For the first year of service.....	0.1417
For the second year of service.....	0.1584
For the third year of service.....	0.1667
For the fourth year of service.....	0.1750
For the fifth year of service.....	0.1834
Thereafter.....	0.1917
(vi) <i>Shed employee in Grade B4:</i>	
For the first year of service.....	0.1250
For the second year of service.....	0.1417
For the third year of service.....	0.1500
For the fourth year of service.....	0.1584
For the fifth year of service.....	0.1667
Thereafter.....	0.1750
(vii) <i>Shed employee in Grade C:</i>	
For the first year of service.....	0.1167
For the second year of service.....	0.1334
For the third year of service.....	0.1417
For the fourth year of service.....	0.1500
For the fifth year of service.....	0.1584
Thereafter.....	0.1667

(4) Die rates specified in sub-clause (3) (b) and in sub-clauses (3) (c) (i), (ii), (iii), (iv), (v), (vi) and (vii) shall be increased by R0.0167 per hour in respect of employees who have completed 15 years of service with the same employer, and by R0.0250 per hours in respect of employees who have completed 20 years service with the same employer.

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

8. COST OF LIVING ALLOWANCES.

(a) In addition to the rates of wages specified in clause 7, a weekly cost of living allowance on the following basis shall be paid:

(i) *Drivers and Conductors.*—A driver or conductor shall receive a cost of living allowance of R10.0667 (R0.1000).

(ii) *Shed Employees.*—An employee whose basic wage is an amount

A. not exceeding R6 per week.....	R6.6917 (R0.0584)
B. exceeding R6, but not exceeding R7 per week.....	R7.7334 (R0.0667)
C. exceeding R7 but not exceeding R8 per week.....	R8.7750 (R0.0750)
D. exceeding R8 but not exceeding R9 per week.....	R9.8167 (R0.0834)
E. exceeding R9 but not exceeding R9.8000 per week.....	R10.8584 (R0.0917)
F. exceeding R9.8000 per week.....	R11.9000 (R0.1000)

(b) The allowances set out in (a) (i) and (ii) above shall be increased or decreased by the amount shown in brackets in the right-hand column for each completed 0·425 of a point variation in the weighted average of the consumer price index figures for the nine principal urban areas, issued by the Department of Census and Statistics, Pretoria, above or below 101·76.

(c) Any adjustment in the rate of cost of living allowance consequent upon a variation of the index shall be effected as from the first pay-day in the month following publication of the *Government Gazette* reflecting such variation.

(d) No employer shall cause or permit the remuneration of any employee who is in receipt of wages higher than those prescribed in this Agreement to be reduced, or dismiss any such employee and re-employee him at a reduced remuneration, or require or permit any employee to pay or repay the whole or any portion of the cost of living allowance payable, nor shall he do any act or cause or permit any act to be done as a direct result of which any employee is deprived of the benefit, or any portion of the benefit, of any such allowance.

(e) No employee shall be paid less than the cost of living allowance for a day if he has worked on that day, irrespective of the time worked, except in the case of any failure on the part of any employee to fulfil the terms of his contract, a pro rata deduction from the cost of living allowance may be made for the number of hours for which such employee has been absent from duty by reason of such failure.

9. WAR MEASURE NO. 43 OF 1942, AS AMENDED.

The cost of living allowance provided for herein shall include any allowance payable to the employee concerned under War Measure No. 43 of 1942, as amended from time to time; provided that where the allowance prescribed in this Agreement is less than that payable to the employees concerned under the said War Measure, it shall be increased so as to be not less than that of the allowance prescribed in the War Measure.

10. WERKURE EN OORTYD.

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

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

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

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

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

(i) een en 'n half maal die urlloon, moet sodanige betaling vir sodanige oortydwerk ten opsigte van elke uur of gedeelte van 'n uur, nie minder wees nie as die urlloon wat ooreenkomsdig die bepalings van klousule 7 aan sodanige werknemer betaalbaar is plus die lewenskostetoe-lae, op 'n urlondbasis bereken, wat ingevolge die bepalings van klousule 8 aan hom betaalbaar is;

Die urlloon plus die lewenskostetoe-lae, bereken op 'n urlondbasis, word hieronder die „volle urlloon“ genoem;

(ii) tweemaal die urlloon, moet sodanige betaling vir sodanige oortydwerk ten opsigte van elke uur of gedeelte van 'n uur, nie minder wees nie as die volle urlloon wat op sodanige werknemer van toepassing is plus een derde van die volle urlloon.

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

(i) meer as 46 uur in 'n bepaalde week beloop; of

(ii) meer as 8½ uur op 'n bepaalde dag beloop; of

(iii) langer is as die werkdagbestek soos bepaal in subklousule (6) hiervan;

moet behoudens die bepalings van subklousule (4) (b), een en 'n half maal sy urlloon betaal word vir alle tyd aldus langer gwerk.

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

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

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

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

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

(ii) moet 'n loodswerknemer in die onderhoudspersoneel wat op 'n Sondag werk, minstens tweemaal sy urlloon betaal word wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, en vir elke uur of gedeelte van 'n uur wat hy op sodanige Sondag langer werk as sy gewone werkure, moet hy daarbenewens tweemaal sy urlloon betaal word.

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

(i) moet 'n loodswerknemer in die voertuigpersoneel wat meer as 44 uur in 'n bepaalde week werk of wat op 'n bepaalde dag, uitgesonderd die vry dag waarop hy geregtig is, langer as sy gewone werkure werk, betaal word teen een en 'n half maal sy urlloon vir elke uur of gedeelte van 'n uur aldus gwerk;

10. HOURS OF WORK AND OVERTIME.

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

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

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

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

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

(i) "one and one-half times the hourly rate", such payment for such overtime shall, in respect of each hour or part of an hour, be paid not less than the hourly rate payable to such employee in terms of clause 7 plus the cost of living allowance expressed in an hourly basis payable to him in terms of clause 8.

The hourly rate plus cost of living allowance expressed in an hourly basis is hereinafter referred to as "straight time".

(ii) Twice the hourly rate, such payment for such overtime shall in respect of each hour or part of an hour, be paid not less than straight time appropriate to such employee plus one-third of straight time.

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

(i) exceeds 46 hours in any one week; or

(ii) exceeds eight and one-half hours in any one day; or

(iii) exceeds the provisions for spread-over contained in sub-clause (6) hereof;

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

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

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

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

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

(e) Subject to sub-clause (4) (b)—

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

(ii) a shed employee on the maintenance staff who works on a Sunday shall be paid not less than twice his hourly rate payable in respect of the period ordinarily worked by him on a week day, and for each hour or part of an hour worked by him on such a Sunday in excess of his ordinary working hours shall be paid in addition at twice his hourly rate.

(f) Subject to sub-clause (4) (b)—

(i) a shed employee on the running staff who works in excess of 44 hours in any one week or in excess of his ordinary working hours in any one day other than the day which he is entitled to have off duty, shall, be paid at one and one-half times his hourly rate for every hour or part of an hour so worked;

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

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

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

(i) 'n Bestuurder of kondukteur van wie daar vereis word om, benewens die werk wat hy volgens die diensrooster van daardie dag verrig het of sal verrig, oortyd te werk, moet, behoudens die bepalings van subklousule (4) (b), minstens vir twee (2) uur betaal word teen een en 'n half maal sy uurloon; met dien verstande dat daar 'n breek moet wees tussen sy roosterdiens en die oortyddiens.

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

(ii) Daar moet by die werktyd van 'n kondukteur twintig minute bygetel word as tyd wat toegelaat word vir inbetaling, die verkryging en nagaan van uitrusting, ensovoorts, as sodanige tyd nie in sy diensrooster ingesluit is nie.

(6) *Werkdagbestek.*—Die daagliks werkure moet voltooi word binne 'n werkdagbestek—

(1) vanaf Maandag tot Vrydag, van—

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

(2) op Saterdae, Sondae en die vakansiedae met betrekking tot diensrooster, soos genoem in klousule 12 (6), van—

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

(7) *Werktydperk:*—

(a) *Bestuurders en kondukteurs:*—

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

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

(8) Ondanks die bepalings van hierdie klousule—

- (i) mag geen vroulike werknemer toegelaat of daar van haar vereis word om—
 - (a) tussen ses-uur nm. en ses-uur vm. te werk nie; of
 - (b) na een-uur nm. op meer as vyf dae in 'n week te werk nie;
- (ii) mag geen vroulike werknemer toegelaat of daar van haar vereis word om oortyd te werk nie—
 - (a) vir meer as twee uur op 'n dag;
 - (b) op meer as drie agtereenvolgende dae;
 - (c) op meer as sestig dae in 'n jaar;
 - (d) na voltooiing van haar gewone werkure, vir meer as een uur op 'n dag tensy—
 - (i) sy voor die middag daarvan in kennis gestel is; of

(ii) a shed employee on the maintenance staff who works in excess of 44 hours in any one week or in excess of his ordinary working hours in any one day other than a Sunday, shall be paid one and one-half times his hourly rate for every hour or part of an hour so worked;

(iii) no shed employee shall be required or permitted—

- (a) to work for more than 44 ordinary working hours in any one week; or
- (b) to work for more than nine ordinary working hours in any one day; or
- (c) to work overtime for more than 10 hours in any one week.

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

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

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

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

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

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

(1) from Mondays to Fridays—

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

(2) on Saturdays, Sundays and on paid holidays as referred to in clause 12 (6)—

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

(7) *Spell of Duty:*—

(a) *Drivers and Conductors:*—

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

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

(8) Notwithstanding the provisions of this section—

- (i) no employee who is a female, shall be required or permitted to work—
 - (a) between six o'clock p.m. and six o'clock a.m.; or
 - (b) after one o'clock p.m. on more than five days in any week;
- (ii) no employee who is a female, shall be required or permitted to work overtime—
 - (a) for more than two hours on any day;
 - (b) on more than three consecutive days;
 - (c) on more than 60 days in any year;
 - (d) after completion of her ordinary working hours for more than one hour on any day unless she has been—
 - (i) given notice thereof before midday; or

- (ii) sy van 'n toereikende ete voorsien is voordat sy met die oortydwerk moet begin; or
- (iii) 'n toelae van 15c lank genoeg vooruitbetaal is om haar in staat te stel om 'n ete te nuttig voordat sy met die oortydwerk moet begin.

11. BETALING VAN VERDIENSTE.

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

(b) Lone, verdienste en alle ander besoldiging wat verskuldig is, moet aan die werknemers oorhandig word in koeverte of moet vergesel gaan van 'n aftrekstrokie waarop die naam van die werkewer en die werknemer, die getal ure gwerk, die aftrekings wat gemaak is en die datum van betaling gemeld word.

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

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

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

(a) 'n Werkewer mag van die weekloon van 'n werknemer wat, sonder dat die werkewer hom daartoe gelas het, op 'n bepaalde dag nie die hele werktyd wat vir daardie dag aan hom toegewys is, werk nie, een uur se loon aftrek vir elke voltooide uur wat sodanige werknemer nie gwerk het nie; met dien verstande dat, in die geval van 'n werknemer wat hom op 'n dag laat vir diens aanmeld, as gevolg waarvan hy sy toegewese skof vir daardie dag mis, die werkewer die verskil tussen so 'n werknemer se loon, teen die voorgeskrewe uurloon, vir die getal ure wat hy werklik gwerk het en sy loon vir die getal ure van sodanige skof, van sy weekloon mag aftrek.

(b) Met die toestemming van die werknemer, mag daar bedrae afgetrek word vir vakansie-, siekte-, versekerings-, voor-sorgs- en pensioenfondse.

(c) Enige ander aftrekings waарoor daar onderling skriftelik ooreengekom mag word tussen die Vakvereniging, die werknemer en die betrokke werkewer, uitgesonderd bydraes tot 'n ongeregistreerde organisasie van werknemers van die aard van 'n vakvereniging.

(d) Bydraes wat vereis mag word by paragraaf (c) van klousule 4.

(e) Met die skriftelike toestemming van die werknemer, aftrekings vir die ledegelede van 'n vakvereniging.

12. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

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

(a) Vir elkeen van die eerste 10 jaar diens: 18 werkdae.

(b) Vir elkeen van die 11de tot en met die 19de jaar diens, afgesien daarvan of sodanige verlof voor of na die verstrekking van elke sodanige jaar toegestaan word: 24 werkdae.

(c) Vir die 20ste jaar diens en vir elke jaar diens daarna, afgesien daarvan of sodanige verlof voor of na die verstrekking van elke sodanige jaar toegestaan word:—

(i) in die geval van bestuurders en kondukteurs: 30 werkdae;

(ii) in die geval van alle ander werknemers: 24 werkdae.

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

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

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

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

(ii) provided with an adequate meal before she has to commence overtime; or

(iii) paid an allowance of 15c in sufficient time to enable her to obtain a meal before the overtime is due to commence.

11. PAYMENT OF EARNINGS.

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

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

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

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

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

(a) Any employer may deduct from the weekly wage of an employee, who, except on the employer's instruction, does not work on any day the whole of the working time assigned to him for that day, one hour's wage for each completed hour of such time not worked; provided that the employer may deduct from the weekly wages of any employee who, through arriving late for duty on any day misses his allotted shift for that day, the difference between his wage at the prescribed hourly wage for the number of hours actually worked and for the number of hours of such shift.

(b) With the written consent of the employee deductions may be made for holiday, sick, insurance, provident or pension funds.

(c) Any other deductions that may be mutually agreed in writing between the union, the employee and the employer concerned, excluding contributions to any unregistered organisation of employees of the nature of a trade union.

(d) Deductions as required by paragraph (c) of clause 4.

(e) With the written consent of the employee deductions for subscriptions to the trade union.

12. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) Every employee shall be granted leave of absence on full pay for each year of service with the same employer on the following basis:—

(a) For each of the first 10 years of service: 18 working days.

(b) For each of the 11th to the 19th year of service (both inclusive), whether such leave be granted before or after the expiration of each such year: 24 working days.

(c) For the 20th year of service and for each year of service thereafter whether such leave be granted before or after the expiration of each such year:—

(i) in the case of drivers and conductors: 30 working days;
(ii) all other employees: 24 working days.

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

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

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

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

(6) Alle werknemers wat nie op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Uniedag, Krugerdag, Geloofdag of Kersdag werk nie, moet ten opsigte van elke sodanige dag teen hul gewone lone betaal word vir sewe uur en twintig minute. Werknemers wat op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Uniedag, Krugerdag, Geloofdag of Kersdag werk, moet, behoudens die bepalings van klosule 10 (4) (b) en 11 (4) (a) van hierdie Ooreenkomst, vir die tyd wat hulle op enige van genoemde dae gewer het, minstens twee maal hul urloon betaal word, en die minimum bedrag wat hulle vir elke sodanige dag moet ontvang, moet gelyk wees aan hul gewone urloon vir 14 uur 40 minute; met dien verstande dat—

(a) indien 'n vakansiedag met betaling binne die jaarlike verloftydperk van 'n bestuurder, kondukteur ofloodswerknemer in die voertuigpersoneel val, besoldiging vir 'n addisionele dag van sewe en een derde uur aan hom toegestaan moet word en sodanige werknemer sy werk moet hervat na voltooiing van die jaarlike verlof wat hom in gevolge die bepalings van subklosule (1) (a), (b) en (c) van hierdie klosule toekom;

(b) indien 'n vakansiedag met betaling binne die jaarlike verloftydperk van 'nloodswerknemer in die onderhoudspersoneel val, sodanige vakansiedag by die verlof wat in subklosule (1) (a), (b) en (c) van hierdie klosule voorgeskryf word, gevoeg moet word as 'n verdere tydperk van afwesigheidsoorlof met volle besoldiging.

(7) Ondanks die omskrywing van die woord „diens“ in klosule 3, word die woord „diens“ in hierdie klosule geag enige tydperk in te sluit ten opsigte waarvan 'n werkewer ooreenkomsdig die bepalings van subklosule (1) van Klosule 15 'n werknemer betaal in plaas daarvan om hom kennis te gee en ook enige tydperk of tydperke waarin 'n werknemer afwesig is—

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

13. UNIFORMS, UITRUSTING EN GEREEDSKAP.

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

(a) Een uniform wanneer hy by die werkewer in diens tree en een uniform vier maande later.

(b) Een uniform twaalf maande na die tweede uniform genoem in paraagraaf (a) hierbo, en 'n ander uniform elke nege maande daarna.

(c) Alle uniforms bly die eiendom van die werkewer.

(2) Bestuurders en kondukteurs is elke drie jaar geregtig op een warmjas of een uitgevoerde reënjas.

(3) Bestuurders en kondukteurs is elke jaar geregtig op twee kakiekhemde, elkeen met twee los boordjies, en een swart das, en hierdie artikels moet, behoudens die bepalings van subklosule (6), gedurende die eerste week in November elke jaar uitgereik word.

(4) Bestuurders en kondukteurs is elke drie jaar geregtig op een leergordel wat een en 'n half duim breed is.

(5) Bestuurders is elke drie jaar geregtig op een sonbril.

(6) Ondanks die bepalings van subklosule (3), moet hemde en 'n das op onderstaande grondslag aan nuwe werknemers uitgereik word:—

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

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

Maand waarin hemde, das, ens., uitgereik word.

January.	November.
February.	November.
March.	November.
April.	November.
May.	November.
June.	November.
July.	November.
August.	December.
September.	January (following year).
October.	February (following year).
November.	November (following year).
December.	November (following year).

(7) Anderloodswerknemers as dié wat onder graad A1 en A2 ressorteer, is geregtig op twee (2) oorpakke elke jaar en daarbenewens—

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

(8) Loodswerknemers wat trolley-uitrusting herstel en in stand hou, is geregtig op stewels, wat vervang moet word wanneer hulle weens redelike slytasie nie meer dienlik is nie.

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

(10) 'n Werkewer moet alleloodswerknemers voorsien van sluitkaste vir hul klere.

(6) All employees not working on New Year's Day, Good Friday, Easter Monday, Ascension Day, Union Day, Kruger Day, Day of the Covenant or Christmas Day, shall be paid seven hours and twenty minutes pay at their ordinary rate for each such day. Employees who work on New Year's Day, Good Friday, Easter Monday, Ascension Day, Union Day, Kruger Day, Day of the Covenant or Christmas Day, shall for the time they have worked on any such day be paid, subject to the provisions of clauses 10 (4) (b) and 11 (4) (a) of this Agreement, not less than twice their hourly rate within a minimum of 14 hours and 40 minutes pay for each such day at their ordinary hourly rates; provided that—

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

(b) should any paid holiday fall within the period of annual leave of a shed employee on the maintenance staff, such holiday shall be added to the leave prescribed in sub-clause (1) (a), (b) and (c) of this clause as a further period of leave of absence on full pay.

(7) Notwithstanding the definition of the expression "service" in clause 3, the expression "service" in this clause shall be deemed to include any period in respect of which an employer in terms of sub-clause (1) of clause 15 pays an employee in lieu of notice, and also any period or periods during which an employee is absent—

- (a) on leave in terms of sub-clause (1);
- (b) on the instruction or at the request of his employer;
- (c) undergoing military training.

13. UNIFORMS, EQUIPMENT AND TOOLS.

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

(a) One uniform on entering into the service of the employer; one uniform four months after.

(b) One uniform 12 months after the second one in paragraph (a) above, and a further uniform every nine months thereafter.

(c) All uniforms shall remain the property of the employer.

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

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

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

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

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

<i>Month of Engagement and Issue of Original Uniform.</i>	<i>Month of Issue of Shirts, tie, etc.</i>
---	--

January.	November.
February.	November.
March.	November.
April.	November.
May.	November.
June.	November.
July.	November.
August.	December.
September.	January (following year).
October.	February (following year).
November.	November (following year).
December.	November (following year).

(7) Shed employees other than those in grades A1 and A2 shall be entitled to two (2) overalls annually and in addition—

(a) battery attendants shall be entitled to rubber aprons;

(b) cleaners shall be entitled to wellingtons or clogs, which shall be replaced when they cease to be serviceable due to fair wear and tear;

(c) labourers shall be entitled to clogs, which shall be replaced when they cease to be serviceable due to fair wear and tear;

(8) Shed employees engaged in repairing and maintaining trolley gear shall be entitled to boots which shall be replaced when the cease to be serviceable due to fair wear and tear.

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

(10) An employer shall provide clothing lockers for all she employees.

14. KERSFONDS.

(1) Met ingang van 1 Desember 1961 moet daar aan elke werknemer wat op die eerste dag van Desember in enige jaar in die diens van sy werkgever is, 'n bedrag betaal word wat gelyk is aan drie persent van die brutō verdienste (met inbegrip van lewenskostetoeleae) wat hy uit sodanige diens verky het gedurende die tydperk van twaalf kalendermaande wat genoemde eerste dag van Desember onmiddellik voorafgegaan het.

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

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

(4) Die bepalings van klousule 14 (3) is nie op 'n werknemer wat weens swak gesondheid uit die Bedryf ontslaan word, van toepassing nie.

15. DIENSBEËINDIGING.

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

(i) Die reg van 'n werkgever of sy werknemer om die kontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer waarin voorsiening gemaak word vir 'n langer kennisgewingtermyn, wat vir beide partye ewe lank moet wees, as dié voorgeskryf in hierdie klousule;

(iii) die inwerkingtreding van 'n verbeuring of 'n boete wat by enige wet van toepassing is ten opsigte van 'n werknemer wat dros.

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

(3) Die kennisgewingtermyn wat in subklousule (1) voorgeskryf word, loop vanaf die gewone betaaldag van die werknemer; met dien verstande dat die kennisgewingtermyn nie mag saamval nie met, of kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof wat ooreenkombig die bepalings van subklousule 12 toegestaan is of gedurende enige tydperk van militêre opleiding.

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

Namens die partye te Kaapstad onderteken op hede die 24ste dag van April 1961.

A. W. LIEFELDT,
Voor sitter van die Raad.

B. RAITNER,
Ondervoorsitter van die Raad.

R. A. GREGORY,
Sekretaris van die Raad.

As getuies:

A. R. McLAUGHLIN.
G. W. ROBB.

No. 326.]

[28 Julie 1961.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

PADPASSASIERSVERVOERBEDRYF, KAAP.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel *twoe-en-twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Padpassasiervervoerbedryf, Kaap, gepubliseer by Goewermentskennisgewing No. 325 van 28 Julie 1961, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereel word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

14. CHRISTMAS FUND.

(1) As from December 1st, 1961, every employee who is in the service of his employer at the first day of December in any year, shall be paid an amount equivalent to three per cent of his gross earnings (inclusive of cost of living allowance) from such service during the period of 12 calendar months immediately preceding the said first day of December.

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

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

(4) The provisions of clause 14 (3) shall not apply to an employee who is discharged from the industry on the grounds of ill-health.

15. TERMINATION OF SERVICE.

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

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

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

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

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

(3) The notice prescribed in sub-clause (1) shall run from the ordinary pay day of the employee: Provided that the period of notice shall not run concurrently with nor shall notice be given during an employee's absence on leave granted in terms of clause 12 or during any period of military training.

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

Signed at Cape Town on behalf of the parties on this the 24th day of April, 1961.

A. W. LIEFELDT,
Chairman of the Council.

B. RAITNER,
Vice-Chairman of the Council.

R. A. GREGORY,
Secretary of the Council.

As witnesses:

A. R. McLAUGHLIN.
G. W. ROBB.

No. 326.]

[28 July 1961.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.

ROAD PASSENGER TRANSPORT INDUSTRY,
CAPE.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Road Passenger Transport Industry, Cape, published under Government Notice No. 325, dated the 28th July, 1961, to be on the whole not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

No. 327.]

[28 Julie 1961.]

No. 327.]

[28 July 1961.]

WET OP NYWERHEIDSVERSOENING, 1956.**ARBITRASIETOEKENNING VIR DIE
PADPASSASIERSVERVOERBEDRYF, KAAP.**

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartikel (5) van artikel *nege-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Arbitrasietoekenning wat op 21 Augustus 1959 deur die Nywerheidshof gemaak is vanaf die tweede Maandag na die publikasie van hierdie kennisgewing nie meer bindend is nie.

M. VILJOEN,
Adjunk-minister van Arbeid.

INDUSTRIAL CONCILIATION ACT, 1956.**ARBITRATION AWARD FOR THE ROAD
PASSENGER TRANSPORT INDUSTRY, CAPE.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, do hereby, in terms of subsection (5) of section *forty-nine* of the Industrial Conciliation Act, 1956, declare that the provisions of the Arbitration Award which was made by the Industrial Tribunal on the 21st August, 1959, shall cease to be binding from the second Monday after the date of publication of this notice.

M. VILJOEN,
Deputy-Minister of Labour.

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