



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 2853

PRYS + 1c AVB 20c PRICE + 1c GST

REGULATION GAZETTE No. 2853

As 'n Nuusblad by die Poskantoor Geregistreer

BUITELANDS 30c ABROAD

Registered at the Post Office as a Newspaper

POSVRY · POST FREE

Vol. 170]

PRETORIA, 31 AUGUSTUS 1979
AUGUST

[No. 6639

GOEWERMENTSKENNISGEWINGS

**DEPARTEMENT VAN MANNEKRAG-
BENUTTING**

No. R. 1896

31 Augustus 1979

WET OP NYWERHEIDSVERSOENING 1956

**PADPASSASIEVERVOERBEDRYF, PORT
ELIZABETH.—HOOFDOOREENKOMS**

Ek, Stephanus Petrus Botha, Minister van Mannekragebenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Padpassasiersvervoerbedryf betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 24 Desember 1981 eindig, bindend is vir die werkgewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2 van Deel I, 2 (7) (c) en (e), 8, 11, 14 en 15 van Deel II en Deel III, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 24 Desember 1981 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die gebiede gespesifiseer in klousule 1 (1) (b) van Deel I van genoemde Ooreenkoms; en

GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R. 1896

31 August 1979

INDUSTRIAL CONCILIATION ACT, 1956

**ROAD PASSENGER TRANSPORT INDUSTRY,
PORT ELIZABETH.—MAIN AGREEMENT**

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Road Passenger Transport Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 24 December 1981, upon the employer and the trade union which entered into the said Agreement and upon the employees who are members of the said union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2 of Part I, 2 (7) (c) and (e), 8, 11, 14 and 15 of Part II and 10 of Part III, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 24 December 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of Part I of the said Agreement; and

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2 van Deel I, 2 (7) (c) en (e), 8, 11, 14 en 15 van Deel II en 10 van Deel III, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 24 Desember 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van Deel I van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

NYWERHEIDSRaad VIR DIE PADPASSASIEERS- VERVOERBEDRYF, PORT ELIZABETH HOOFOOREENKOMS

kragtens die Wet op Nywerheidsversoening, Wet 28 van 1956, gesluit deur en aangegaan tussen

P.E. Tramways Ltd

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

Port Elizabeth Bus Workers' Union

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

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

DEEL I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) deur die werkgewers vermeld in die aanhef van die Bylae en alle werknemers wat lede van die vakvereniging is;

(b) in die landdrosdistrik Port Elizabeth en daardie gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewernementskennisgewing 1515 van 4 Oktober 1963 binne die landdrosdistrik Port Elizabeth geval het.

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

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister kragtens artikel 48 van die Wet vasgestel word en bly van krag vir 'n tydperk wat op 24 Desember 1981 eindig of vir sodanige ander tydperk as wat hy bepaal.

3. SPESIALE BEPALINGS

(1) Ondanks andersluidende bepalings daarin, is Deel II van hierdie Ooreenkoms nie van toepassing nie op alle eenmanoperateurs of grondkondukteurs werksaam in die Bedryf (soos in Deel II omskryf) op voertuie wat in, na of van die New Brighton-lokasie (soos in Deel III omskryf) loop, of op loodswerknemers wat die versiening van sodanige voertuie waarneem.

(2) Ondanks andersluidende bepalings daarin, is Deel III beperk tot eenmanoperateurs of grondkondukteurs werksaam in die Bedryf (soos in Deel II omskryf) op voertuie wat in, na of van die New Brighton-lokasie (soos in Deel III omskryf) loop, of tot loodswerknemers wat die versiening van sodanige voertuie waarneem.

DEEL II

1. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Deel van hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet; waar daar van 'n wet of ordonnansie melding gemaak word, sluit dit ook alle wysigings van sodanige wet of ordonnansie in, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vroue bedoel; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of Part I of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 24 December 1981, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2 of Part I, 2 (7) (c) and (e), 8, 11, 14 and 15 of Part II and 10 of Part III shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ROAD PASSENGER TRANSPORT INDUSTRY, PORT ELIZABETH

MAIN AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, made and entered into by and between

P. E. Tramways Ltd

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

Port Elizabeth Bus Workers' Union

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

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

PART I

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) by the employers referred to in the preamble to the Schedule and all employees who are members of the trade union;

(b) in the Magisterial District of Port Elizabeth and that portion of the Magisterial District of Hankey which, prior to the publication of Government Notice 1515 of 4 October 1963, fell within the Magisterial District of Port Elizabeth.

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister in terms of section 48 of the Act, and shall remain in operation for the period ending 24 December 1981 or such other period as may be determined by him.

3. SPECIAL PROVISIONS

(1) Notwithstanding anything to the contrary contained therein, the provisions of Part II of this Agreement shall not apply to all one-man-operators or ground conductors employed in the Industry (as defined in Part II) on vehicles operating within, into and out of New Brighton Location (as defined in Part III) or to shed employees engaged on servicing such vehicles.

(2) Notwithstanding anything to the contrary contained therein, the application of the provisions of Part III shall be limited to one-man-operators or ground conductors employed in the Industry (as defined in Part II) on vehicles operating within, into and out of New Brighton Location (as defined in Part III) or to shed employees engaged on servicing such vehicles.

PART II

1. DEFINITIONS

Any terms used in this Part of this Agreement which are defined in the Act shall have the same meanings as in that Act, any reference to an act or ordinance shall include any amendment of such act or ordinance 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;

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

"Raad" die Nywerheidsraad vir die Padpassasiersvervoerbedryf (Port Elizabeth) wat kragtens artikel 2 van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word kragtens die Wet geregistreer te wees;

"kondukteur" 'n werknemer wat die reisgeld op voertuie invorder en wat verantwoordelik is vir die veiligheid van die passasiers en daarvoor moet sorg dat die voertuie behoorlik op tyd loop, en sluit dit 'n grondkondukteur in;

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

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

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

"arbeider en skoonmaker" 'n loodswerknemer, uitgesonderd 'n werke-afdelingwerknemer of 'n grofskilder, vir wie lone in hierdie Deel van die Ooreenkoms voorgeskryf word;

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

"Padpassasiersvervoerbedryf" of "Bedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is om 'n persoon of persone teen beloning per openbare pad te vervoer deur middel van 'n voertuig (uitgesonderd 'n voertuig wat deur die Suid-Afrikaanse Spoorweg- en Hawens-administrasie beheer word) ontwerp vir aandrywing op 'n ander manier as deur middel van mense- of dierekrag en ontwerp vir die vervoer van meer as agt persone, benewens die drywer van sodanige voertuig;

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

"loodswerknemer" 'n werknemer, uitgesonderd 'n drywer, verkeerswerknemer (spesiale klas), kondukteur of 'n grondkondukteur, wat in die loods werksaam is en vir wie 'n loon in hierdie Deel van die Ooreenkoms voorgeskryf word;

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

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

(i) voertuie ranteer op die werkgewer se perseel of tussen depots of tussen punte soos deur die werkgewer verlang; en

(ii) amptenare van die werkgewer in die werkgewer se voertuie vervoer en wat tweerigtingradio's en brandblusuitrusting bedien wanneer nodig;

"loon" die loon wat in klousule 2 (1) en (2) van hierdie Deel voorgeskryf word: Met dien verstande dat waar die werkgewer 'n werknemer gereeld 'n bedrag betaal wat hoër is as dié wat in genoemde subklousules voorgeskryf word, dit sodanige hoër bedrag beteken;

"werke-afdelingwerknemer" 'n werknemer wat, onder andere in die loods in een of meer van die volgende hoedanighede of werksaamhede in diens is:

- (1) Voertuie voorberei om geveer te word;
- (2) die grondverflaag of kleurekalk aanbring;
- (3) mans werk toe neem en daar gaan haal;
- (4) verkoelers herstel;
- (5) remskoene versool;
- (6) binne- en buitebande van wielvellings afhaal en weer opsit;
- (7) bestelwa dryf;
- (8) voertuie vir diens ranteer en omruil;
- (9) werktuigkundiges, passasiers, elektrisiëns, sweisers, timmermanne en duikkloppers help;
- (10) skoonmakeronderbaas;
- (11) magasynassistent;
- (12) batterye versorg;
- (13) 'n poleermasjien bedien;
- (14) voertuie van brandstof voorsien;
- (15) ghries;
- (16) bande oppomp;
- (17) ghries met stoom verwyder;
- (18) afwerking (bekleedsel);
- (19) wiele omruil.

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

"Council" means the Industrial Council for the Road Passenger Transport Industry (Port Elizabeth), registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Act;

"conductor" means an employee engaged in the collection of fares on vehicles and who is responsible for the safety of passengers and proper timely running of buses and includes a ground conductor;

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

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

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

"labourer and cleaner" means a shed employee, other than a works department employee or a brush hand, for whom wages are prescribed in this Part of this Agreement;

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

"Road Passenger Transport Industry" or "Industry" means the Industry in which employers and employees are associated for the purpose of transporting for reward over any public road any person or persons by means of any vehicle (other than a vehicle controlled by the South African Railways and Harbours Administration) designed for propulsion otherwise than by human or animal power, designed to carry more than eight persons in addition to the driver of such vehicle;

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

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

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

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

- (i) shunts vehicles on the employer's premises, or between depots, or between points as required by the employer;
- (ii) drives officials of the employer in the employer's vehicles and operates two way radios and fire fighting equipment as and when required.

"wage" means the wage prescribed in clause 2 (1) and (2) of this Part: Provided that where the employer regularly pays an employee an amount higher than that prescribed in the said subclauses, it means such higher amount;

"works department employee" means an employee engaged, *inter alia* in the shed in one or more of the following capacities or operations:

- (1) Preparing vehicles for painting;
- (2) applying priming coat or colour washing;
- (3) taking and fetching men to and from work;
- (4) radiator repairing;
- (5) relining brake shoes;
- (6) removing and refitting tyres and tubes to wheel rims;
- (7) van driving;
- (8) shunting and changing vehicles for service;
- (9) assisting mechanics, fitters, electricians, welders, carpenters and panel beaters;
- (10) cleaner chargehand;
- (11) stores assistant;
- (12) attending to batteries;
- (13) operating a polishing machine;
- (14) refueling of vehicles;
- (15) greasing;
- (16) tyre inflating;
- (17) steam degreasing;
- (18) trimming (upholstery);
- (19) wheel changing.

2. LONE

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

	Vanaf die datum waarop hierdie Ooreenkoms in werking tree tot 23/12/79	Gedurende die tydperk 24/12/79 tot 21/12/80	Daarna
	Sent per uur	Sent per uur	Sent per uur
(a) Drywer en kondukteur:			
Eerste jaar in die graad...	114	124	134
Tweede jaar in die graad...	119	129	139
Derde jaar in die graad...	122	132	142
Vierde jaar in die graad...	125	135	145
Vyfde jaar in die graad...	127	137	147
Sesde jaar in die graad...	129	139	149
Sewende jaar in die graad	131	141	151
Agste tot 11de jaar in die graad...	133	143	153
12de tot 15de jaar in die graad...	135	145	155
16de tot 19de jaar in die graad...	137	147	157
20ste tot 24ste jaar in die graad...	139	149	159
25ste jaar in die graad en daarna...	141	151	161
(b) Eenman-operateur:			
Eerste jaar in die graad...	134	144	154
Tweede jaar in die graad...	139	149	159
Derde jaar in die graad...	142	152	162
Vierde jaar in die graad...	145	155	165
Vyfde jaar in die graad...	147	157	167
Sesde jaar in die graad...	149	159	169
Sewende jaar in die graad	151	161	171
Agste tot 11de jaar in die graad...	153	163	173
12de tot 15de jaar in die graad...	155	165	175
16de tot 19de jaar in die graad...	157	167	177
20ste tot 24ste jaar in die graad...	159	169	179
25ste jaar in die graad en daarna...	161	171	181
(c) Grofskilder:			
Eerste jaar in die graad...	110	120	130
Tweede jaar in die graad...	113	123	133
Derde jaar in die graad...	116	126	136
Vierde jaar in die graad...	119	129	139
Vyfde jaar in die graad en daarna...	122	132	142
(d) Werke-afdelingwerknemer:			
Eerste jaar in die graad...	96	106	116
Tweede jaar in die graad...	99	109	119
Derde jaar in die graad...	102	112	122
Vierde jaar in die graad...	105	115	125
Vyfde jaar in die graad en daarna...	108	118	128
(e) Arbeider en skoonmaker:			
Eerste jaar in die graad...	83	93	103
Tweede jaar in die graad...	84	94	104
Derde jaar in die graad...	87	97	107
Vierde jaar in die graad...	90	100	110
Vyfde jaar in die graad en daarna...	93	103	113
(f) Verkeerswerknemer, spesiale klas:			
Eerste jaar in die graad...	99	109	119
Tweede jaar in die graad...	104	114	124
Derde jaar in die graad...	109	119	129
Vierde jaar in die graad...	111	121	131
Vyfde jaar in die graad en daarna...	113	123	133

(2) Alle werknemers vir wie lone in subklousules (1) (c) tot en met (1) (e) voorgeskryf word en wat 11 jaar maar nog nie 15 jaar diens by dieselfde werkgewer voltooi het, moet 'n ekstra 1,5c per uur betaal word; dié werknemers wat 15 jaar maar nog nie 20 jaar diens by dieselfde werkgewer

2. WAGES

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

	From the date on which this Agreement comes into operation until 23/12/79	During the period 24/12/79 to 21/12/80	Thereafter
	Cents per hour	Cents per hour	Cents per hour
(a) Driver and conductor:			
First year in the grade...	114	124	134
Second year in the grade...	119	129	139
Third year in the grade...	122	132	142
Fourth year in the grade...	125	135	145
Fifth year in the grade...	127	137	147
Sixth year in the grade...	129	139	149
Seventh year in the grade	131	141	151
Eighth to 11th year in the grade...	133	143	153
12th to 15th year in the grade...	135	145	155
16th to 19th year in the grade...	137	147	157
20th to 24th year in the grade...	139	149	159
25th year in the grade and thereafter...	141	151	161
(b) One-man-operator:			
First year in the grade...	134	144	154
Second year in the grade...	139	149	159
Third year in the grade...	142	152	162
Fourth year in the grade...	145	155	165
Fifth year in the grade...	147	157	167
Sixth year in the grade...	149	159	169
Seventh year in the grade	151	161	171
Eighth to 11th year in the grade...	153	163	173
12th to 15th year in the grade...	155	165	175
16th to 19th year in the grade...	157	167	177
20th to 24th year in the grade...	159	169	179
25th year in the grade and thereafter...	161	171	181
(c) Brush hand:			
First year in the grade...	110	120	130
Second year in the grade...	113	123	133
Third year in the grade...	116	126	136
Fourth year in the grade...	119	129	139
Fifth year in the grade and thereafter...	122	132	142
(d) Works department employee:			
First year in the grade...	96	106	116
Second year in the grade...	99	109	119
Third year in the grade...	102	112	122
Fourth year in the grade...	105	115	125
Fifth year in the grade and thereafter...	108	118	128
(e) Labourer and cleaner:			
First year in the grade...	83	93	103
Second year in the grade...	84	94	104
Third year in the grade...	87	97	107
Fourth year in the grade...	90	100	110
Fifth year in the grade and thereafter...	93	103	113
(f) Traffic employee, special class:			
First year in the grade...	99	109	119
Second year in the grade...	104	114	124
Third year in the grade...	109	119	129
Fourth year in the grade...	111	121	131
Fifth year in the grade and thereafter...	113	123	133

(2) All employees for whom wages are prescribed in sub-clauses (1) (c) to (e) inclusive, and who have completed 11 years but not yet 15 years of service with the same employer, shall be paid an extra 1,5c per hour; those employees who have completed 15 years, but not yet 20 years of service with the same employer shall be paid an extra 2,5c per

voltooi het, moet 'n ekstra 2,5c per uur betaal word en dié wat 20 jaar of meer diens by dieselfde werkgever voltooi het, moet 'n ekstra 3,5c per uur betaal word.

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

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

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

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

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

- (a) Die werkgever se naam;
- (b) die werknemer se naam;
- (c) die getal ure gewerk, met inbegrip van oortyd;
- (d) besonderhede van bedrae wat van die werknemers se verdienste afgetrek is;
- (e) die werklike bedrag wat aan die werknemer betaal is; en

(f) die tydperk ten opsigte waarvan besoldiging betaal is; en dié staat moet die eiendom van die werknemer word.

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siektebystand-, versekerings-, spaar-, voorsorg- of pensioenfondse;

(b) behoudens andersluidende bepalings hierin, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgever, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die besoldiging wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het;

(c) 'n bedrag ten opsigte van ledegeld aan die vakvereniging, soos in klousule 15 van hierdie Deel bepaal;

(d) 'n bedrag wat 'n werkgever regtens of op bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(e) enige ander bedrag waarvoor die vakvereniging, die werknemer en die werkgever onderling skriftelik ooreen mag kom.

(8) 'n Werkgever wat op enige bepaalde dag van 'n lid van een klas van sy werknemers vereis of hom toelaat om of benewens sy eie werk of ter vervanging daarvan, werk van 'n ander klas te verrig waarvoor—

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

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

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

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

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op die kerf in die stygende loonskaal onmiddelik bokant die loon wat die werknemer vir sy gewone werk ontvang het.

(9) Vier-en-veertig uur werk binne ses dae of besoldiging in plaas daarvan, moet aan alle werknemers gewaarborg word.

(10) Indien daar van 'n loodswerknemer vereis of hy toegelaat word om in enige vasgestelde diens as 'n drywer, kondukteur of eenman-operateur te werk, moet hy, ten opsigte van die tyd wat hy aldus werk en ten opsigte van die tyd aldus gewerk wat langer is as die tyd in klousule 3 (1) (a) van hierdie Deel voorgeskryf, minstens die loon en oortydtoelae betaal word wat gedurende sy eerste jaar diens aan 'n drywer, kondukteur of eenman-operateur betaalbaar is.

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

(i) dit van een of meer loonbetalings afgetrek kan word maar dat geen bepaalde aftrekking meer mag wees as 15 persent van die loon waarvan dit afgetrek word nie; en

hour; and those employees who have completed 20 years or more service with the same employer shall be paid an extra 3,5c per hour.

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

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

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

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

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

- (a) the employer's name;
- (b) the employee's name;
- (c) the number of hours worked, including overtime;
- (d) particulars of deductions made from employee's earnings;
- (e) the actual amount paid to the employee; and
- (f) the period in respect of which payment is made;

and such statement shall become the property of the employee.

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

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

(b) except where otherwise provided in this Agreement, whenever an employee is absent from work for any cause other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the remuneration which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(c) a deduction in respect of trade union subscriptions in terms of clause 15 of this Part;

(d) a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;

(e) any other deduction that may be mutually agreed upon in writing between the trade union, the employee and the employer.

(8) An employer who on any day requires or permits a member of one class of his employees to perform either in addition to his own work or in substitution therefor work of another class for which—

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

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

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

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

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

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

(10) If a shed employee is required or permitted to work as a driver, conductor, or one-man-operator on any scheduled duty, he shall, in respect of the time during which he so works and in respect of time so worked in excess of the limit prescribed in clause 3 (1) (a) of this Part, be paid not less than the wage and overtime allowance payable to a driver, conductor, or one-man-operator during his first year of service.

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

(i) the deductions may be made from one or more payments of wages but no one deduction shall exceed 15 per cent of the wages from which it is deducted; and

(ii) geen sodanige aftrekking gemaak mag word van enige verlofbesoldiging of verlofbonus wat ingevolge hierdie Ooreenkoms betaalbaar is nie.

(12) 'n Drywer, kondukteur of grondkondukteur wat voor 1 Januarie 1968 in diens was van 'n werkgewer en wat sy 11de diensjaar by sodanige werkgewer voltooi het, moet vanaf die begin van sy 12de diensjaar die loon betaal word wat in subklousule (1) (b) van hierdie klousule vir 'n eenman-operateur gespesifiseer word.

3. WERKURE

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

(i) as die resulterende kwosiënt minder as 44 uur is, die werknemer, vir doeleindes van besoldiging, geag moet word 44 uur elke week te gewerk het; en

(ii) as die resulterende kwosiënt meer as 44 uur is, die werknemer vir die ekstra ure besoldig moet word teen een en 'n derde maal sy uurloon.

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

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

(i) meer as agt uur per dag op Sondag tot Donderdae en meer as agt en 'n half uur per dag op Vrydae en Saterdae te werk nie;

(ii) op meer as ses dae in 'n bepaalde werkweek te werk nie.

Vir tyd wat daar langer gewerk is as die gewone ure in hierdie klousule voorgeskryf, moet daar betaal word soos in klousule 4 (1) bepaal.

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

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

Eenman-operateurs en drywers.—Busse vanaf of terug na Brickmakerskloof-depot bestuur: 10 minute.

Busse vanaf of terug na Valleyweg-depot bestuur: 5 minute.

Geen tyd word toegestaan vir die aanvang en beëindiging van ritte op Markplein-busstasie nie.

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

(3) Elke werkgewer moet 'n diensrooster, soos in hierdie Ooreenkoms omskryf, op 'n gereedelik toeganklike plek vertoon vir insae deur werknemers en die Raad se agent.

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

(i) 'n onderhoudstoelae van R12 betaal word vir elke nag wat hy weg van die huis moet deurbring; en

(ii) 'n uitstедigheidstoelae van R2 betaal word vir elke dag waarop hy afwesig is.

(b) 'n Eenman-operateur of drywer wat vir 'n tydperk langer as sewe uur en 20 minute 'n spesiale rit onderneem maar wat nie weg van die huis moet oornag nie, moet, benewens die loon waarop hy kragtens hierdie Ooreenkoms geregtig is, 'n uitstедigheidstoelae van R2 ten opsigte van daardie dag betaal word.

(ii) no such deduction shall be made from any leave pay or leave bonus payable in terms of this Agreement.

(12) A driver, conductor or ground conductor who was in the employ of the employer prior to 1 January 1968, and who has completed his 11th year of service with the employer, shall, from the commencement of his 12th year of service, be paid the wage rates specified for a one-man-operator in subclause (1) (b) of this clause.

3. HOURS OF WORK

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

(i) if the resulting quotient is less than 44 hours, the employee shall be regarded for purposes of payment as having worked 44 hours in each week; and

(ii) if the resulting quotient exceeds 44 hours, the employee shall, for the excess hours, be paid at the rate of one and one-third times his hourly wage.

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

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

(i) for more than eight hours per day on Sundays to Thursdays and more than eight and a half hours per day on Fridays and Saturdays;

(ii) on more than six days in any one working week.

Times worked in excess of the ordinary hours prescribed in this clause shall be paid at the rates provided for in clause 4 (1).

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

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

One-man-operators and drivers.—Taking buses or returning buses to or from Brickmakerskloof Depot: 10 minutes.

Taking buses or returning buses to or from Valley Road Depot: 5 minutes.

No time shall be allowed for starting or finishing at Market Square Bus Station.

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

(3) Every employer shall exhibit in a readily accessible place for reference by employees and the Council's agent, a duty schedule as defined in this Agreement.

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

(i) a subsistence allowance of R12 for each night that he is required to sleep away from home; and

(ii) an out-of-town allowance of R2 for each day that he is away.

(b) A one-man-operator or driver who is engaged on special hire for a period of longer than seven hours and 20 minutes but who is not required to sleep away from home shall, in addition to the wages which he is entitled to receive in terms of this Agreement, be paid an out-of-town allowance of R2 in respect of that day.

4. BESOLDIGING VIR OORTYDWERK

(1) Vir alle tyd wat 'n werknemer langer as die ure voorgeskryf in klousule 3 (1) (a) van hierdie Deel gewerk het, moet daar betaal word teen een en 'n derde maal sy uurloon vir die tyd aldus gewerk: Met dien verstande dat, waar oortyd wat ten opsigte van 'n week op 'n daaglikse grondslag bereken word, verskil van oortyd wat op 'n weeklikse grondslag bereken word, die hoër grondslag aanvaar moet word.

(2) As daar van 'n werknemer vereis word om op sy diensvrye dag te werk, moet hy vir elke uur of gedeelte van 'n uur wat hy aldus gewerk het, dubbel sy uurloon betaal word, met 'n minimum van sewe uur en 20 minute se besoldiging ten opsigte van eenman-operateurs, drywers of kondukteurs en 'n volle skof se besoldiging vir daardie dag van die week ten opsigte van loodswerknemers.

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

5. WERKDAGBESTEK

(1) Die diensrooster vir eenman-operateurs, drywers en kondukteurs moet so opgestel word dat 25 persent van die skofte daarop 'n werkdagbestek van hoogstens agt en 'n half uur per dag en die oorblywende 75 persent van die skofte 'n werkdagbestek van hoogstens 12 uur per dag tot gevolg het: Met dien verstande dat 'n werkgewer by die opstelling van 'n diensrooster langer diensure as dié hierbo vermeld, kan vereis, op voorwaarde dat daar vir alle ure wat 'n werknemer langer werk as die ure in hierdie subklousule voorgeskryf, betaal moet word teen die oortydbesoldiging voorgeskryf in klousule 4 (1) van hierdie Deel.

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

6. BESOLDIGING VIR OPENBARE VAKANSIEDAE EN JAARLIKSE VERLOF

(1) Aan elke werknemer moet afwesigheidsverlof met volle besoldiging op ondervermelde grondslag toegestaan word ten opsigte van elke jaar diens by dieselfde werkgewer:

- (a) Vir elk van die eerste 10 jaar diens: 18 werkdag.
- (b) Vir elk van die 11de tot die 20ste jaar diens: 24 werkdag.
- (c) Vanaf die 21ste jaar en daarna—
 - (i) in die geval van eenman-operateurs, drywers en kondukteurs: 30 werkdag;
 - (ii) in die geval van alle ander werknemers: 24 werkdag.

(2) 'n Werknemer wat nie op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag, Republiekdag of Paasmaandag werk nie, moet ten opsigte van elke sodanige dag vir sewe uur en 20 minute teen sy uurloon besoldig word. 'n Werknemer wat op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag, Republiekdag of Paasmaandag werk, moet vir die tyd wat hy op sodanige dag werk, minstens dubbel sy uurloon betaal word, met 'n minimum van sewe uur en 20 minute se besoldiging ten opsigte van alle werknemers, uitgesonderd 'n verkeerswerknemer, spesiale klas, waar die minimum sewe uur en 40 minute is.

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

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

(5) 'n Werknemer wie se dienskontrak gedurende enige tydperk van 12 maande diens beëindig word voordat die tydperk van verlof, voorgeskryf in subklousule (1), ten opsigte van daardie tydperk opgeloopt het, moet by diensbeëindiging en

4. OVERTIME RATES

(1) Payment shall be made for all time worked by an employee in excess of the hours prescribed in clause 3 (1) (a) of this Part at the rate of one and one-third times his hourly wage for the time so worked: Provided that when overtime is calculated on a daily basis in respect of any week differs from overtime calculated on a weekly basis, the higher basis shall be adopted.

(2) Should any employee be required to work on his "day off" he shall for each hour or part of an hour so worked be paid double his hourly wage with a minimum of seven hours and 20 minutes' pay in respect of one-man-operators, drivers or conductors and a complete shift's pay for that day of the week in respect of shed employees.

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

5. SPREADOVER

(1) The duty schedule for one-man-operators, drivers and conductors shall be so compiled as to provide 25 per cent of the shifts thereon with a spreadover not exceeding eight and a half hours per day and the remaining 75 per cent of the shifts with a spreadover not exceeding 12 hours per day: Provided that an employer may in the compilation of a duty schedule exceed the hours set out above, subject to the condition that all hours worked by an employee in excess of the hours prescribed in this subclause shall be paid for at overtime rates prescribed in clause 4 (1) of this Part.

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

6. PAYMENT FOR PUBLIC HOLIDAYS AND ANNUAL LEAVE

(1) Every employee shall be granted leave of absence on full pay in respect of 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 20th year of service: 24 working days.
- (c) From the 21st year and thereafter—
 - (i) in the case of one-man-operators, drivers and conductors: 30 working days;
 - (ii) in the case of all other employees: 24 working days.

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

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

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

(5) An employee whose contract of employment is terminated during any period of 12 months of employment before the period of leave prescribed in subclause (1), in respect of that period has accrued, shall upon such termination and

benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige dienstydperk 'n bedrag betaal word van minstens een twaalfde van die bedrag van die verlofbesoldiging waarop hy ingevolge subklousule (1) geregtig is.

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

(7) Betaling van die bedrag verskuldig ingevolge subklousule (6) moet gedoen word op die gewone betaaldag in die tweede week van Desember.

(8) 'n Werknemer wie se dienskontrak voor 1 Desember van 'n bepaalde jaar eindig, moet 'n bedrag gelyk aan vier persent van sy besoldiging betaal word, bo en behalwe die bedrag betaalbaar ingevolge hierdie subklousule asook die bedrag betaalbaar ingevolge subklousule (6) van hierdie klousule, wat sedert 1 Desember die vorige jaar ontvang is: Met dien verstande dat 'n werknemer met minder as ses maande ononderbroke diens by dieselfde werkgever voor sodanige diensbeëindiging nie op sodanige betaling geregtig is nie.

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

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

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

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

7. UNIFORMS EN UITRUSTING

(1) Behoudens subklousule (2), moet eenman-operateurs, drywers, kondukteurs en werknemers in klousule 2 (10) van hierdie Deel bedoel, met uniforms uitgerus word op sodanige grondslag as wat die Raad van tyd tot tyd bepaal: Met dien verstande dat die volgende die minimum uitrusting is wat uitgereik moet word gedurende elke siklus van vier jaar beginnende op die datum waarop hierdie Ooreenkoms in werking tree:

- Ses safaripakke;
- ses broeke;
- twee tunieke;
- vier pette;
- ag hemde;
- vier dasse.

(2) Ondanks subklousule (1), moet pas gekwalifiseerde eenman-operateurs, drywers en kondukteurs uitgerus word met twee stofjasse by voltooiing van hul opleidings tydperk by die opleidingskool.

(3) Benewens die uniformuitrusting in subklousule (1) bedoel, moet eenman-operateurs, drywers, kondukteurs en werknemers in klousule 2 (10) van hierdie Deel bedoel, uitgerus word met—

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

(4) Behoudens subklousules (1), (2) en (6), moet eenman-operateurs, drywers, kondukteurs en werknemers in klousule 2 (10) van hierdie Deel bedoel, uitgerus word met 'n uniform en 'n leergordel sodra hy drie maande diens voltooi het wat begin vanaf die datum waarop die werknemer sy opleidings tydperk by die opleidingskool voltooi.

(5) Indien 'n eenman-operateur, 'n drywer, 'n kondukteur en 'n werknemer in klousule 2 (10) van hierdie Deel bedoel, wat met 'n uniform uitgerus is, sy diens beëindig binne 30 dae na die datum waarop hy sy eerste vol uniform ontvang het, kan die werkgever die volle koste van die uniform aldus uitgereik, verhaal en wel by wyse van 'n aftrekking van enige besoldiging aan die werknemer verskuldig op die datum waarop hy sy diens beëindig.

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

- (i) leer- of rubbervoorskote wat, ingeval van billike slytasie, vervang moet word, benewens die twee oorpakke uitgereik moet word aan loodswerknemers wat met batterye werk;

in addition to any other remuneration which may be due to him be paid in respect of each completed month of such period of employment an amount of not less than one twelfth of the amount of leave pay to which he is entitled in terms of subclause (1).

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

(7) Payment of the amount due in terms of subclause (6) shall be made on the normal pay-day in the second week of December.

(8) Any employee whose contract of employment terminates before 1 December of any year, shall be paid an amount equal to four per cent of his remuneration, excluding the amount payable in terms of this subclause and the amount payable in terms of subclause (6) of this clause, received since 1 December, in the preceding year: Provided that an employee who has had less than six months' continuous service with the same employer prior to such termination shall not be entitled to such payment.

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

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

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

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

7. UNIFORMS AND EQUIPMENT

(1) Subject to the provisions of subclause (2), one-man-operators, drivers, conductors and an employee referred to in clause 2 (1) of this Part shall be issued with uniforms on such basis as the Council may from time to time determine: Provided that the following shall be the minimum issue during each cycle of four years commencing from the date on which this Agreement comes into operation:

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

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

(3) In addition to the uniform issue referred to in subclause (1), one-man-operators, drivers, conductors and an employee referred to in clause 2 (10) of this Part, shall be issued with—

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

(4) Subject to the provisions of subclauses (1), (2) and (6), one-man-operators, drivers, conductors and an employee referred to in clause 2 (10) of this Part, shall be issued with a uniform and a leather belt as soon as he has completed three months' service commencing from the date on which the employee completes his period of training at the training school.

(5) In the event of a one-man-operator, a driver, a conductor and an employee referred to in clause 2 (10) of this Part, who has been issued with a uniform, terminating his services within 30 days of the date on which he received his first full uniform issue, the employer may recover the full cost of the uniform so issued and may do so by way of a deduction from any remuneration due to the employee on the date on which he terminates his services.

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

- (i) shed employees attending to batteries shall, in addition to the two overalls, be issued with leather or rubber aprons which shall be renewed in the event of deterioration owing to fair wear and tear;

(ii) kniestewels of kaparrangs, wat, in geval van billike slytasie, vervang moet word, benewens die twee oorpakke uitgereik moet word aan loodswerknemers wat as skoonmakers werksaam is; en

(iii) kaparrangs wat, as gevolg van billike slytasie, vervang moet word, uitgereik moet word aan loodswerknemers wat as arbeiders werksaam is.

(7) 'n Werkgewer moet oorjasse en waterdigte mantels aan loodswerknemers verskaf wanneer sodanige werknemers aan die wisselvalligheid van die weer blootgestel is.

(8) 'n Werkgewer moet sluitkassies vir eenman-operateurs, kondukteurs en/of loodswerknemers verskaf.

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

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

8. LIDMAATSAP VAN VAKVERENIGING

(1) 'n Werkgewer mag nie 'n werknemer wat nie lid van die vakvereniging is, in diens neem nie: Met dien verstande dat hierdie klousule nie van toepassing is nie—

(a) op 'n werknemer wat in 'n administratiewe, klerklike of toesighoudende hoedanigheid in diens is;

(b) behoudens artikel 51 (10) van die Wet, as lidmaatskap van die vakvereniging na die mening van die Raad sonder afdoende rede geweier is en die aansoeker om lidmaatskap van die vakvereniging die Raad binne 30 dae na sodanige weiering daarvan in kennis gestel het;

(c) op die indiensneming van 'n werknemer wat, na die mening van die Minister, 'n grondige rede het om beswaar daarteen te hê dat hy lid van die betrokke vakvereniging word of bly.

(2) Hierdie klousule is nie van toepassing nie 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 eniger tyd ná die eerste drie maande sedert hy in die Nywerheid begin werk het 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik van toepassing word.

9. DIENSBEÏNDIGING

(1) Behoudens subklousule (2), moet 'n werkgewer of 'n werknemer minstens een week vanaf die gewone betaaldag kennis gee van beëindiging van die dienskontrak: Met dien verstande dat die reg van die werkgewer of die werknemer om die dienskontrak sonder kennisgewing en wel om 'n regsgeldige rede te beëindig, nie hierdeur geraak word nie: Voorts met dien verstande dat die opseggingstyd nie mag saamval nie met, en daar ook nie kennis gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof wat ingevolge klousule 6 toegestaan is of 'n tydperk van militêre diens kragtens die Verdedigingswet, 1957, of 'n tydperk van siekteverlof van hoogstens 14 dae gedurende 'n jaar diens.

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

10. UITGAWES VAN DIE RAAD

(1) Om die uitgawes van die Raad te bestry, moet 'n werkgewer 8c per week aftrek van die loon van elkeen van sy werknemers en by die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg.

(2) Alle bedra wat ingevolge subklousule (1) ingevorder is, moet, tesame met 'n staat waarop die getal werknemers in diens verskyn, voor of op die 15de dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae ingevorder is, gestuur word aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth.

11. AGENTE

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

12. ADMINISTRASIE VAN OOREENKOMS

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

(ii) shed employees engaged as cleaners shall, in addition to the two overalls, be issued with wellingtons or clogs which shall be renewed in the event of deterioration owing to fair wear and tear; and

(iii) shed employees engaged on labouring activities shall be issued with clogs which shall be renewed in the event of deterioration owing to fair wear and tear.

(7) An employer shall provide overcoats and waterproofs to shed employees whenever shed employees are exposed to the vagaries of the weather.

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

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

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

8. MEMBERSHIP OF THE TRADE UNION

(1) An employer shall not employ any employee who is not a member of the trade union: Provided that this clause shall not apply—

(a) to an employee who is engaged in an administrative, clerical or supervisory capacity;

(b) save as is provided in section 51 (10) of the Act, if in the opinion of the Council, membership of the trade union has been refused without good or sufficient cause and the applicant for membership of the union has notified the Council within 30 days of such refusal;

(c) 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.

(2) The provisions of this clause shall not apply in respect of any immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately become operative.

9. TERMINATION OF SERVICE

(1) Subject to the provisions of subclause (2), not less than one week's notice from the ordinary pay-day shall be given by an employer or an employee to terminate the contract of service: Provided that this shall not affect the right of the employer or employee to terminate the contract of service without notice for any cause recognised by law as sufficient: Provided further that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 6 or any period of military service in pursuance of the Defence Act, 1957, or any period of sick leave not exceeding 14 days during any year of service.

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

10. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, an employer shall deduct 8c per week from the wages of each of his employees and to the amount so deducted, the employer shall add an equal amount.

(2) All amounts collected in accordance with the provisions of subclause (1), together with a statement showing the number of employees, employed, shall be forwarded to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, not later than the 15th day of each month following that in respect of which the collections have been made.

11. AGENTS

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

12. ADMINISTRATION OF AGREEMENT

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

13. VRYSTELLINGS

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

(2) Die Raad besit die bevoegdheid om die vrystellingsvoorwaardes en -termyn te bepaal.

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

14. VERTEENWOORDIGERS VAN VAKVERENIGINGS IN DIE RAAD

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

15. LEDEGELD VAN VAKVERENIGING

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

16. VERTONING VAN OOREENKOMS

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

17. TOEPASSING VAN DIE WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

Ondanks andersluidende bepalings hierin, is die bepalings in verband met werke, oortydwerk en vakansiedae soos vervat in artikels 19, 20 en 21 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, op werknemers wat werksaam is, in of in verband met 'n fabriek soos in genoemde Wet omskryf, van toepassing vir sover die bepalings van die Ooreenkoms minder gunstig is.

DEEL III

BEPALINGS WAT VAN TOEPASSING IS OP EENMAN-OPERATEURS OF GRONDKONDUKTEURS WAT IN DIE BEDRYF WERKSAAM IS OP VOERTUIG WAT IN, NA EN VAN NEW BRIGHTON-LOKASIE GEBRUIK WORD OF OP LOODSWERKNEMERS WAT VIR DIE DIENSING VAN SODANIGE VOERTUIG IN DIENS GENEEM IS

1. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Deel van hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet; waar daar van 'n wet of ordonnansie melding gemaak word, sluit dit ook alle wysigings van sodanige wet of ordonnansie in, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vroue bedoel; voorts, tensy dit onbestaanbaar met die sinsverband is, beteken—

“Wet” die Wet op Nywerheidsversoening, 1956;

“grofskilder” 'n werknemer wat verfwerk verrig tot en met inbegrip van die finale kleurlaag, maar uitgesonderd verniswerk, siervverfwerk en die verf van kennisgewings en advertensies;

“Raad” die Nywerheidsraad vir die Padpassasiersvervoerbedryf (Port Elizabeth) wat ingevolge artikel 2 van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word ingevolge die Wet geregistreer te wees;

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

“grondkondukteur” 'n werknemer wat voornemende passasiers in toue opstel en die reisgeld van sodanige passasiers invorder voordat hulle in die voertuig klim, en wat alle tipes kaartjies aan voornemende passasiers verkoop;

“arbeider en skoonmaker” 'n loodswerknemer, uitgesonderd 'n werke-afdelingwerknemer vir wie lone in hierdie Deel van die Ooreenkoms voorgeskryf word;

“New Brighton-lokasie” die gebied wat in Goewerments-kennisgewing 2246 van 11 November 1955 omskryf word, met inbegrip van KwaZekele en alle uitbreidings van genoemde gebied en alle aangrensende of aanliggende gebiede wat as 'n Swart lokasie, Swart dorp of Swart dorpsgebied afgesonderd kan word;

“eenman-operateur” 'n werknemer wat 'n voertuig dryf op 'n vasgestelde passasiersdiens en wat terselfdertyd daarvoor verantwoordelik is om reisgeld in te vorder en kaartjies uit te reik;

13. EXEMPTIONS

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

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

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

14. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL

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

15. TRADE UNION SUBSCRIPTIONS

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

16. EXHIBITION OF AGREEMENT

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

17. APPLICATION OF FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

Notwithstanding anything to the contrary contained in this Agreement, the hours of work, overtime and holiday provisions contained in sections 19, 20 and 21 of the Factories, Machinery and Building Work Act, 1941, shall apply to employees engaged in or in connection with a factory as defined in the said Act in so far as the provisions of this Agreement are less favourable.

PART III

PROVISIONS APPLICABLE TO ONE-MAN-OPERATORS OR GROUND CONDUCTORS EMPLOYED IN THE INDUSTRY ON VEHICLES OPERATING WITHIN, INTO AND OUT OF NEW BRIGHTON LOCATION (AS DEFINED IN THIS PART) OR TO SHED EMPLOYEES ENGAGED ON SERVICING SUCH VEHICLES

1. DEFINITIONS

Any terms used in this Part of this Agreement which are defined in the Act shall have the same meanings as in that Act, any reference to an act or ordinance shall include any amendment of such act or ordinance 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;

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

“Council” means the Industrial Council for the Road Passenger Transport Industry (Port Elizabeth), registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Act;

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

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

“labourer and cleaner” means a shed employee, other than a works department employee, for whom wages are prescribed in this Part of this Agreement;

“New Brighton Location” means the area defined in Government Notice 2246, dated 11 November 1955, including KwaZekele and any extensions of the said area and any adjacent or contiguous area which may be set aside as a Black location, Black village or Black township;

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

"Padpassasiersvervoerbedryf" of "Bedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is om 'n persoon of persone teen beloning per openbare pad te vervoer deur middel van 'n voertuig (uitgesonderd 'n voertuig wat deur die Suid-Afrikaanse Spoorweg- en Hawensadministrasie beheer word) ontwerp vir aandriwing op 'n ander manier as deur middel van mense- of dierekrag en ontwerp vir die vervoer van meer as agt persone, benewens die drywer van sodanige voertuig;

"deelsgeskoolde werknemer" 'n werknemer wat nie 'n ambagsman is nie en wat enigeen van of al die volgende werksaamhede verrig:

- (1) Vere en skommels omruil;
- (2) remskoene aansit en versool;
- (3) remme stel;
- (4) kruiskoppeling omruil;
- (5) nawe en laers van wiele verwyder en vervang;
- (6) kringspille en busse omruil;
- (7) verslete penne en busse in rem-, koppelaar- en wisselaar-skakelings omruil;
- (8) water- en brandstoflekke herstel, insluitende die herstel en die aanmeekaarsit van verkoelers en brandstoftanks;
- (9) enjins, ratkaste, ewenaars, brandstompompe, kompressors, skroefaste, waterpompe en stuurkaste verwyder en vervang;
- (10) enjins, ratkaste, ewenaars, stuurkaste en alle ander eenhede voor opknapping uitmekaarhaal;
- (11) naaldrolleers verwyder en vervang;
- (12) spoorstange en sleepskakels uitmekaarhaal en omruil, maar nie die hermontering daarvan nie;
- (13) dun sweiswerk, soos lekke in pype en brandstoftanks, ens.;
- (14) inspuiterpype, brandstof-, lug- en rempype verwyder en weer insit;
- (15) aansitters, dinamo's, alternators en beheerpanele, ligtoebehore binne en buite, waarskuwings- en seinstelsels, ens., verwyder en aansit;
- (16) 'n gedeelte van of die hele bedrading van 'n voertuig herstel en vervang;
- (17) batterye herstel;
- (18) ligtoebehore opknop en vervang en, waar nodig, alle liggloeidrade, soos gloeilampies, ens., vervang;
- (19) die bakwerk van voertuie versorg, dun sweiswerk ingesluit;
- (20) voorafgesnyde of voorbereide en gevormde panele, met inbegrip van plafonne, hollyste, kraallyste en staalstaanders, verwyder en weer insit;
- (21) alle vensters verwyder en insit;
- (22) ou vloere, linoleum en platformtrappe stroop;
- (23) nuwe voorbereide planke en linoleum lê;
- (24) sitplekke en bestemmingsrolle verwyder en vervang;
- (25) met 'n draagbare masjien boor en skuur;
- (26) 'n veeldoelige snymasjien bedien;
- (27) 'n guillotine bedien;
- (28) alle veselglaspaneel vorm en veselglaspaneel van voertuie herstel, met inbegrip van die veselglaswerk aan stuurwiele;
- (29) panele vasklink; en
- (30) boue aan die bakwerk vasdraai;

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

"loodswerknemer" 'n werknemer, uitgesonderd 'n eenman-operateur of 'n grondkondukteur, wie se lone in hierdie Ooreenkoms voorgeskryf word;

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

"verkeerswerknemer, spesiale klas," 'n werknemer wat—

- (i) voertuie ranger op die werkgewer se perseel of tussen depots of tussen punte soos deur die werkgewer verlang; en
- (ii) amptenare van die werkgewer in die werkgewer se voertuie vervoer en wat tweerigtingradio's en brandblusuitrusting bedien wanneer nodig;

"loon" die loon wat in klousule 2 van hierdie Deel voorgeskryf word: Met dien verstande dat waar die werkgewer 'n werknemer gereeld 'n bedrag betaal wat hoër is as dié wat in genoemde klousule voorgeskryf word, dit sodanige hoër bedrag beteken;

"werke-afdelingwerknemer" 'n werknemer wat, onder andere, in die loods in een of meer van die volgende hoedanighede of werksaamhede in diens is:

- (1) Verkoelers herstel;
- (2) remskoene versool;
- (3) binne- en buitebande van wielvellings afhaal en weer opsit;

"Road Passenger Transport Industry" or "Industry" means the Industry in which employers and employees are associated for the purpose of transporting for reward over any public road any person or persons by means of any vehicle (other than a vehicle controlled by the South African Railways and Harbours Administration) designed for propulsion otherwise than by human or animal power and designed to carry more than eight persons in addition to the driver of such vehicle;

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

- (1) Changing springs and shackles;
- (2) fitting and relining brake shoes;
- (3) adjusting brakes;
- (4) changing universal joints;
- (5) removing and replacing wheel hubs and bearings;
- (6) changing king pins and bushes;
- (7) changing worn pins and bushes in brake, clutch and change speed linkages;
- (8) attending to water and fuel leaks, including the repair and assembly of radiators and fuel tanks;
- (9) removing and replacing engines, gearboxes, differentials, fuel pumps, compressors, propeller shafts, water pumps and steering boxes;
- (10) dismantling engines, gearboxes, differentials, steering boxes and all other units prior to overhaul;
- (11) removing and replacing needle-roller bearings;
- (12) dismantling and changing track rods and drag links, but not the reassembling thereof;
- (13) light gauge welding, such as leaks in pipes and fuel tanks, etc.;
- (14) removing and refitting injector pipes, fuel, air and brake pipes;
- (15) removing and fitting starters, dynamos, alternators and control boards, interior and exterior light fittings, warning and signalling systems, etc.;
- (16) repairing and replacing part of or all vehicle wiring;
- (17) repairing batteries;
- (18) overhauling and replacing light fixtures and replacing, where necessary, all light filaments, such as bulbs, etc.;
- (19) attending to the body work of vehicles, including light gauge welding;
- (20) removing and refitting of pre-cut or prepared and shaped panels, including ceilings, covings, beadings and stan-chions;
- (21) removing and fitting of all windows;
- (22) stripping old floors, lino and platform steps;
- (23) laying new prepared boards and lino;
- (24) removing and replacing seats and destination scrolls;
- (25) portable machine drilling and grinding;
- (26) operating a "Do All" cutting machine;
- (27) operating a guillotine;
- (28) forming all fibre glass sections and repairing fibre glass sections of vehicles, including the fibre-glassing of steering wheels;
- (29) rivetting of panels; and
- (30) tightening body bolts;

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

"shed employee" means an employee, other than a one-man-operator or a ground conductor, employed in the shed and for whom wages are prescribed in this Part of this Agreement;

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

"traffic employee, special class," means an employee who—

- (i) shunts vehicles on the employer's premises, or between depots, or between points as required by the employer; and
- (ii) drives officials of the employer in the employer's vehicles and operates two-way radios and fire-fighting equipment as and when required;

"wage" means the wage prescribed in clause 2 of this Part: Provided that where the employer regularly pays an employee an amount higher than that prescribed in the said clause, it means such higher amount;

"works department employee" means an employee engaged, *inter alia*, in the shed in one or more of the following capacities or operations:

- (1) Radiator repairing;
- (2) re-lining brake shoes;
- (3) removing and refitting tyres and tubes to wheel rims;

- (4) bestelwa dryf;
- (5) werktuigkundiges, passers, elektrisiëns, sweisers, timmermanne en duikkloppers help;
- (6) skoonmakeronderbaas;
- (7) magasynassistent;
- (8) batterye versorg;
- (9) 'n poleermasjien bedien;
- (10) voertuie van brandstof voorsien;
- (11) ghries;
- (12) bande oppomp;
- (13) wiele omruil;
- (14) ghries met stoom verwyder;
- (15) afwerking (bekleedsel);
- (16) mans werk toe neem en daar gaan haal;
- (17) voertuie voorberei vir verwerk;
- (18) aanbring van die grondverflaag of kleurkalk.

2. LONE

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

	Vanaf die datum waarop hierdie Ooreenkoms in werking tree tot 23/12/79	Gedurende die tydperk 24/12/79 tot 21/12/80	Daarna
	Sent per uur	Sent per uur	Sent per uur
(a) Eenman-operateur:			
Eerste jaar in die graad...	125	140	154
Tweede jaar in die graad...	126	141	159
Derde jaar in die graad...	127	142	162
Vierde jaar in die graad...	132	147	165
Vyfde jaar in die graad...	133	148	167
Sesde jaar in die graad...	134	149	169
Sewende jaar in die graad...	135	150	171
Agste jaar in die graad...	136	151	173
Negende jaar in die graad...	137	152	173
10de jaar in die graad...	138	153	173
11de jaar in die graad...	139	154	173
12de tot 15de jaar in die graad...	141	155	175
16de tot 19de jaar in die graad...	143	158	177
20ste tot 24ste jaar in die graad...	145	160	179
25ste jaar in die graad en daarna...	147	162	181
(b) Grondkondukteur:			
Eerste jaar in die graad...	110	124	134
Tweede jaar in die graad...	111	126	139
Derde jaar in die graad...	112	127	142
Vierde jaar in die graad...	117	132	145
Vyfde jaar in die graad...	118	133	147
Sesde jaar in die graad...	119	134	149
Sewende jaar in die graad...	120	135	151
Agste jaar in die graad...	121	136	153
Negende jaar in die graad...	121	136	153
10de jaar in die graad...	121	136	153
11de jaar in die graad...	121	136	153
12de tot 15de jaar in die graad...	126	141	155
16de tot 19de jaar in die graad...	128	143	157
20ste tot 24ste jaar in die graad...	130	145	159
25ste jaar in die graad en daarna...	132	147	161
(c) Verkeerswerknemer, spesiale klas:			
Eerste jaar in die graad...	99	109	119
Tweede jaar in die graad...	104	114	124
Derde jaar in die graad...	109	119	129
Vierde jaar in die graad...	111	121	131
Vyfde jaar in die graad en daarna...	113	123	133
(d) Werke-afdelingwerknemer:			
Eerste jaar in die graad...	96	106	116
Tweede jaar in die graad...	99	109	119
Derde jaar in die graad...	102	112	122
Vierde jaar in die graad...	105	115	125
Vyfde jaar in die graad en daarna...	108	118	128

- (4) van driving;
- (5) assisting mechanics, fitters, electricians, welders, carpenters and panel beaters;
- (6) cleaner chargehand;
- (7) stores assistant;
- (8) attending to batteries;
- (9) operating a polishing machine;
- (10) refueling of vehicles;
- (11) greasing;
- (12) tyre inflating;
- (13) wheel changing;
- (14) steam degreasing;
- (15) trimming (upholstery);
- (16) taking and fetching men to and from work;
- (17) preparing vehicles for painting;
- (18) applying priming coat or colour washing.

2. WAGES

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

	From the date on which this Agreement comes into operation until 23/12/79	During the period 24/12/79 to 21/12/80	Thereafter
	Cents per hour	Cents per hour	Cents per hour
(a) One-man-operator:			
First year in the grade...	125	140	154
Second year in the grade...	126	141	159
Third year in the grade...	127	142	162
Fourth year in the grade...	132	147	165
Fifth year in the grade...	133	148	167
Sixth year in the grade...	134	149	169
Seventh year in the grade...	135	150	171
Eighth year in the grade...	136	151	173
Ninth year in the grade...	137	152	173
Tenth year in the grade...	138	153	173
Eleventh year in the grade...	139	154	173
12th to 15th year in the grade...	141	155	175
16th to 19th year in the grade...	143	158	177
20th to 24th year in the grade...	145	160	179
25th year in the grade and thereafter...	147	162	181
(b) Ground conductor:			
First year in the grade...	110	124	134
Second year in the grade...	111	126	139
Third year in the grade...	112	127	142
Fourth year in the grade...	117	132	145
Fifth year in the grade...	118	133	147
Sixth year in the grade...	119	134	149
Seventh year in the grade...	120	135	151
Eighth year in the grade...	121	136	153
Ninth year in the grade...	121	136	153
Tenth year in the grade...	121	136	153
Eleventh year in the grade...	121	136	153
12th to 15th year in the grade...	126	141	155
16th to 19th year in the grade...	128	143	157
20th to 24th year in the grade...	130	145	159
25th year in the grade and thereafter...	132	147	161
(c) Traffic employee, special class:			
First year in the grade...	99	109	119
Second year in the grade...	104	114	124
Third year in the grade...	109	119	129
Fourth year in the grade...	111	121	131
Fifth year in the grade and thereafter...	113	123	133
(d) Works department employee:			
First year in the grade...	96	106	116
Second year in the grade...	99	109	119
Third year in the grade...	102	112	122
Fourth year in the grade...	105	115	125
Fifth year in the grade and thereafter...	108	118	128

	Vanaf die datum waarop hierdie Ooreenkoms in werking tree tot 23/12/79	Gedurende die tydperk 21/12/79 tot 21/12/80	Daarna
	Sent per uur	Sent per uur	Sent per uur
(e) Halfgeskoolde werknemer:			
Eerste jaar in die graad...	124	139	154
Tweede jaar in die graad...	125	140	155
Derde jaar in die graad...	126	141	146
Vierde jaar in die graad...	127	142	157
Vyfde jaar in die graad en daarna.....	128	143	158
(f) Grofskilder:			
Eerste jaar in die graad...	110	120	130
Tweede jaar in die graad...	113	123	133
Derde jaar in die graad...	116	126	136
Vierde jaar in die graad...	119	129	139
Vyfde jaar in die graad en daarna.....	122	132	142
(g) Arbeider en skoonmaker:			
Eerste jaar in die graad...	83	93	103
Tweede jaar in die graad...	84	94	104
Derde jaar in die graad...	87	97	107
Vierde jaar in die graad...	90	100	110
Vyfde jaar in die graad en daarna.....	93	103	113

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

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

(3) Besoldiging wat ingevolge hierdie Ooreenkoms betaal word, moet vergesel gaan van 'n staat wat die volgende meld:

- Die werkgewer se naam;
- die werknemer se naam;
- die getal ure gewerk, met inbegrip van oortyd;
- besonderhede van bedrae wat van die werknemer se verdienste afgetrek is;
- die werklike bedrag wat aan die werknemer betaal word; en
- die tydperk ten opsigte waarvan die betaling geskied; en sodanige staat moet die eiendom van die werknemer word.

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

- Bydraes tot die fondse van die Raad, asook siekte- en pensioenfondsybydraes;
- behoudens andersluidende bepalings hierin, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgewer, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werke ten tyde van sodanige afwesigheid ontvang het;
- enige ander bedrag, uitgesonderd bydraes tot 'n onge-registreerde organisasie van werknemers wat die aard van 'n vakvereniging het, waaroor die werknemer en die werkgewer onderling skriftelik ooreengekom het;
- 'n bedrag wat 'n werkgewer regtens of op bevel van 'n hof met regsbevoegdheid moet of mag aftrek.

(5) 'n Werknemer van wie vereis word om op 'n bepaalde dag twee of meer klasse werk te verrig waarvoor verskillende lone voorgeskryf word, moet vir die tyd wat hy die werk met die hoër loon verrig, sodanige hoër loon betaal word.

(6) Vier-en-veertig werke binne ses dae of besoldiging in plaas daarvan moet aan alle werknemers gewaarborg word.

(7) Indien daar van 'n loodswerknemer vereis of hy toegelaat word om op enige vasgestelde diens as 'n eenman-operateur te werk, moet hy, ten opsigte van die tyd wat hy aldus werk en ten opsigte van die tyd aldus gewerk wat langer is as die tyd in klousule 3 (1) (a) van hierdie Deel voorgeskryf, minstens die loon en oortydtoelae betaal word wat aan 'n eenman-operateur betaalbaar is.

	From the date on which this Agreement comes into operation until 23/12/79	During the period 24/12/79 to 21/12/80	Thereafter
	Cents per hour	Cents per hour	Cents per hour
(e) Semi-skilled employee:			
First year in the grade....	124	139	154
Second year in the grade...	125	140	155
Third year in the grade...	126	141	146
Fourth year in the grade...	127	142	157
Fifth year in the grade and thereafter.....	128	143	158
(f) Brush hand:			
First year in the grade....	110	120	130
Second year in the grade...	113	123	133
Third year in the grade...	116	126	136
Fourth year in the grade...	119	129	139
Fifth year in the grade and thereafter.....	122	132	142
(g) Labourer and cleaner:			
First year in the grade....	83	93	103
Second year in the grade...	84	94	104
Third year in the grade...	87	97	107
Fourth year in the grade...	90	100	110
Fifth year in the grade and thereafter.....	93	103	113

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

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

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

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

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

- Contributions to the funds of the Council, sick and pension fund contributions;
- except where otherwise provided in this Agreement, whenever an employee is absent from work for any cause other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- any other deduction that may be mutually agreed upon, in writing, between the employee and the employer, other than contributions to any unregistered organisation of employees of the nature of a trade union;
- a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make.

(5) Any employee who on any one day is required to perform two or more classes of work for which different rates are prescribed, shall, for the time employed on the higher rated service, be paid the higher rate.

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

(7) If a shed employee is required or permitted to work as a one-man-operator on any scheduled duty, he shall, in respect of the time during which he so works and in respect of time so worked in excess of the limit prescribed in clause 3 (1) (a) of this Part, be paid not less than the wage and overtime allowance payable to a one-man-operator.

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

(i) dit van een of meer loonbetalings afgetrek kan word;

(ii) geen sodanige bedrag afgetrek mag word van enige verlofbesoldiging of verlofbonus wat ingevolge hierdie Ooreenkoms betaalbaar is nie.

(9) 'n Grondkondukteur wat voor 1 Januarie 1968 in diens was van 'n werkgewer en wat sy 11de diensjaar by sodanige werkgewer voltooi het, moet vanaf die begin van sy 12de diensjaar die loon betaal word wat in subklousule (1) (b) van hierdie klousule vir 'n eenman-operateur gespesifiseer word.

3. WERKURE

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

(i) as die resulterende kwosiënt minder as 44 uur is, die werknemer vir doeleindes van besoldiging geag moet word 44 uur in elke week te gewerk het; en

(ii) as die resulterende kwosiënt meer as 44 uur is, die werknemer vir die ekstra ure besoldig moet word teen een en 'n derde maal sy uurloon.

(b) Behoudens klousule 5 van hierdie Deel van hierdie Ooreenkoms, mag geen werkgewer van sy werknemer vereis om—

(i) meer as nege uur op 'n bepaalde dag te werk nie;

(ii) op meer as ses dae in 'n bepaalde werkweek te werk nie.

Vir tyd wat daar langer gewerk is as die gewone ure in hierdie klousule voorgeskryf, moet daar betaal word soos in klousule 4 (1) van hierdie Deel van hierdie Ooreenkoms bepaal.

(c) Daar mag van geen eenman-operateur of grondkondukteur vereis word om langer as vyf uur aaneen sonder 'n pouse van minstens 20 minute te werk nie. Enige pouse van hoogstens 20 minute per skof moet bereken word as deel van die werktijd vir enige bepaalde dag.

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

(3) Elke werkgewer moet 'n diensrooster, soos in hierdie Ooreenkoms omskryf, op 'n gereedlik toeganklike plek vertoon vir insae deur werknemers en die Raad se agent.

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

(i) 'n onderhoudstoelae van R12 betaal word vir elke nag wat hy weg van die huis moet deurbring; en

(ii) 'n uitstедigheidstoelae van R2 betaal word vir elke dag waarop hy afwesig is.

(b) 'n Eenman-operateur wat vir 'n tydperk langer as sewe uur en 20 minute 'n spesiale rit moet onderneem maar wat nie weg van die huis moet oornag nie, moet, benewens die loon waarop hy kragtens hierdie Ooreenkoms geregtig is, 'n uitstедigheidstoelae van R2 ten opsigte van daardie dag betaal word.

4. BESOLDIGING VIR OORTYDWERK

(1) Vir alle tyd wat 'n werknemer langer as die ure voorgeskryf in klousule 3 (1) (a) van hierdie Deel van hierdie Ooreenkoms, gewerk het, moet daar betaal word teen een en 'n derde maal sy uurloon vir tyd aldus gewerk: Met dien

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

(i) the deductions may be made from one or more payments of wages from which it is deducted;

(ii) no such deduction shall be made from any leave pay or leave bonus payable in terms of this Agreement.

(9) A ground conductor who was in the employ of the employer prior to 1 January 1968 and who has completed his 11th year of service with the employer, shall from the commencement of his 12th year of service be paid the wage rates specified for a one-man-operator in subclause (1) (b) of this clause.

3. HOURS OF WORK

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

(i) if the resulting quotient is less than 44 hours, the employee shall be regarded for purposes of payment as having worked 44 hours in each week; and

(ii) if the resulting quotient exceed 44 hours, the employee shall for the excess hours be paid at the rate of one and one-third times his hourly wage.

(b) Subject to the provisions of clause 5 of this Part of this Agreement, no employer shall require his employee to work—

(i) for more than nine hours on any day;

(ii) on more than six days in any one working week.

Time worked in excess of the ordinary hours prescribed in this clause shall be paid for at the rate provided for in clause 4 (1) of this Part of this Agreement;

(c) No one-man-operator or ground conductor shall be required to work for a longer period than five hours continuously without a break of not less than 20 minutes.

Any break of 20 minutes or less on a straight shift shall be calculated as part of the working time for any one day.

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

(3) Every employer shall exhibit in a readily accessible place for reference by employees and the Council's agent, a duty schedule as defined in this Agreement.

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

(i) a subsistence allowance of R12 for each night that he is required to sleep away from home; and

(ii) an out-of-town allowance of R2 for each day that he is away.

(b) A one-man-operator who is engaged on special hire for a period of longer than seven hours and 20 minutes but who is not required to sleep away from home shall, in addition to the wages which he is entitled to receive in terms of this Agreement, be paid an out-of-town allowance of R2 in respect of that day.

4. OVERTIME RATES

(1) Payment shall be made for all time worked by an employee in excess of the hours prescribed in clause 3 (1) (a) of this Part of this Agreement at the rate of one and one third times his hourly wage for the time so worked:

verstande dat, waar oortyd wat ten opsigte van 'n week op 'n daaglikse grondslag bereken word, verskil van oortyd wat op 'n weeklikse grondslag bereken word, die hoër grondslag aanvaar moet word.

(2) As daar van 'n werknemer vereis word om op sy diensvrye dag te werk, moet hy vir elke uur of gedeelte van 'n uur wat hy aldus gewerk het, dubbel sy uurloon betaal word, met 'n minimum van sewe uur en 20 minute se besoldiging ten opsigte van eenman-operateurs en grondkondukteurs en 'n volle skof se besoldiging vir daardie dag van die week ten opsigte van loodswerknemers.

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

5. WERKDAGBESTEK

Die diensrooster vir eenman-operateurs en grondkondukteurs moet so opgestel word dat die skofte hoogstens 13 uur per dag op Maandae tot en met Vrydae, hoogstens 12 uur op Saterdag en hoogstens 11 uur op Sondag is: Met dien verstande dat die werkgewer langer diensure as dié hierbo genoem, kan laat werk op voorwaarde dat daar vir alle ure wat 'n werknemer langer werk as die ure in hierdie klousule voorgeskryf, betaal moet word teen die oortydbesoldiging voorgeskryf in klousule 4 (1) van hierdie Deel van hierdie Ooreenkoms.

6. BESOLDIGING VIR OPENBARE VAKANSIEDAE EN JAARLIKSE VERLOF

(1) Daar moet aan elke werknemer 18 agtereenvolgende werkdae afwesigheidsverlof met volle besoldiging toegestaan word ten opsigte van elke voltooide jaar diens by dieselfde werkgewer: Met dien verstande dat, met ingang van 2 Januarie 1968, aan elke werknemer wat op of na daardie datum 10 jaar diens voltooi het, ten opsigte van die 11de jaar diens en elke jaar daarna 24 agtereenvolgende werkdae afwesigheidsverlof met volle besoldiging toegestaan word.

(2) 'n Werknemer wat nie op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Gelofte dag, Hemelvaartsdag, Republiekdag of Paasmaandag werk nie moet ten opsigte van elke sodanige dag vir sewe uur en 20 minute teen sy uurloon besoldig word. 'n Werknemer wat op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Gelofte dag, Hemelvaartsdag, Republiekdag of Paasmaandag werk, moet vir die tyd wat hy op sodanige dag werk minstens dubbel sy uurloon betaal word, met 'n minimum van sewe uur en 20 minute se besoldiging.

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

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

(5) 'n Werknemer wie se dienskontrak gedurende enige tydperk van 12 maande diens beëindig word voordat die tydperk van verlof, voorgeskryf in subklousule (1), ten opsigte van daardie tydperk opgeloop het, moet by diensbeëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide maand van sodanige diens tydperk 'n bedrag betaal word van minstens een twaalfde van die bedrag van die verlofbesoldiging waarop hy kragtens subklousule (1) geregtig is.

(6) (a) Elke werknemer wat op die eerste dag van Desember 1979 en Desember 1980 in diens is van die werkgewer, moet 'n bedrag betaal word gelyk aan 3½ persent van sy besoldiging, bo en behalwe die bedrag wat ingevolge hierdie subklousule betaalbaar is, vir die tydperk van sy diens binne die tydperk van 12 kalendermaande wat die eerste dag van onderskeidelik Desember 1979 en Desember 1980 onmiddellik voorafgaan.

(b) Elke werknemer wat op die eerste dag van Desember 1981 in die diens van sy werkgewer is, moet 'n bedrag betaal word gelyk aan 4 persent van sy besoldiging, bo en behalwe

Provided that when overtime calculated on a daily basis in respect of any week differs from overtime calculated on a weekly basis, the higher basis shall be adopted.

(2) Should any employee be required to work on his day off he shall for each hour or part of an hour so worked be paid double his hourly wage with a minimum of seven hours and 20 minutes pay in respect of one-man-operators and ground conductors and a complete shift's pay for that day of the week in respect of shed employees.

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

5. SPREADOVER

The duty schedule for one-man-operators and ground conductors shall be compiled so as to provide shifts not exceeding 13 hours per day on Mondays to Fridays (inclusive), 12 hours on Saturdays and 11 hours on Sundays: Provided that the employer may require or permit one-man-operators and ground conductors to work longer hours than those set out above, subject to the condition that all hours worked in excess of the hours prescribed in this clause shall be paid for at the overtime rates prescribed in clause 4 (1) of this Part of this Agreement.

6. PAYMENT FOR PUBLIC HOLIDAYS AND ANNUAL LEAVE

(1) Every employee shall be granted 18 consecutive working days' leave on full pay in respect of each completed year of service with the same employer: Provided that, with effect from 2 January 1968, every employee who completes or who has completed 10 years of service on or after that date, shall, in respect of the 11th year of service and every year thereafter be granted 24 consecutive working days leave on full pay.

(2) An employee who does not work on Kruger Day, Christmas Day, New Year's Day, Good Friday, Day of the Covenant, Ascension Day, Republic Day or Easter Monday shall be paid for seven hours and 20 minutes at the rate of his hourly wage for each such day. An employee who works on Kruger Day, Christmas Day, New Year's Day, Good Friday, Day of the Covenant, Ascension Day, Republic Day or Easter Monday, shall, for the time he works on any such day, be paid not less than double his hourly wage, with a minimum of seven hours and 20 minutes pay.

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

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

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

(6) (a) Every employee who is in the service of the employer on the first day of Desember 1979 and Desember 1980 respectively, shall be paid an amount equal to 3½ per cent of his remuneration, excluding the amount payable in terms of this subclause, for the period of his service within the period of 12 calendar months immediately preceding the first days of Desember 1979 and Desember 1980 respectively.

(b) Every employee who is in the service of the employer on the first day of Desember 1981 shall be paid an amount equal to 4 per cent of his remuneration, excluding the amount payable in terms of this subclause, for the period of his

die bedrag wat ingevolge hierdie subklousule betaalbaar is, vir die tydperk van sy diens binne die tydperk van 12 kalendermaande wat die eerste dag van Desember 1981 onmiddellik voorafgaan.

(7) Betaling van die bedrag verskuldig kragtens subklousule (6) moet gedoen word op die gewone betaaldag in die tweede week van Desember.

(8) 'n Werknemer wie se dienskontrak voor 1 Desember 1979 en 1 Desember 1980 eindig, moet 'n bedrag gelyk aan 3½ persent, en 'n werknemer wat op die eerste dag van Desember 1981 in diens is van die werkgever, moet 'n bedrag gelyk aan 4 persent van sy besoldiging betaal word, bo en behalwe die bedrag betaalbaar kragtens hierdie subklousule, asook die bedrag betaalbaar kragtens subklousule (6) van hierdie klousule, wat sedert 1 Desember die vorige jaar ontvang is: Met dien verstande dat 'n werknemer met minder as ses maande ononderbroke diens by dieselfde werkgever voor sodanige diensbeëindiging nie op sodanige betaling geregtig is nie.

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

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

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

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

7. UNIFORMS EN UITRUSTING

(1) Behoudens subklousule (2), moet uniforms aan eenman-operateurs en grondkondukteurs en werknemers in klousule 2 (8) van hierdie Deel bedoel, uitgereik word op sodanige grondslag as wat die Raad van tyd tot tyd bepaal: Met dien verstande dat die volgende die minimum uitrusting is wat uitgereik mag word gedurende elke siklus van vier jaar beginnende op die datum waarop hierdie Ooreenkoms in werking tree:

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

(2) Ondanks subklousule (1), moet pas gekwalifiseerde eenman-operateurs en grondkondukteurs uitgerus word met twee stofjasse by voltooiing van hul opleidingstydperk by die opleidingskool.

(3) Benewens die uniformuitrusting in subklousule (1) bedoel, moet eenman-operateurs, grondkondukteurs en werknemers in klousule 2 (10) van hierdie Deel bedoel, uitgerus word met—

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

(4) Behoudens subklousules (1), (2) en (6) moet eenman-operateurs, grondkondukteurs en werknemers in klousule 2 (10) van hierdie Deel bedoel, uitgerus word met 'n uniform en 'n leergordel sodra hy drie maande diens voltooi het wat begin vanaf die datum waarop die werknemer sy opleidings-tydperk by die opleidingskool voltooi.

(5) Indien 'n eenman-operateur, 'n grondkondukteur of 'n werknemer in klousule 2 (10) van hierdie Deel bedoel, wat met 'n uniform uitgerus is, sy diens beëindig binne 30 dae na die datum waarop hy sy eerste vol uniform ontvang het, kan die werkgever die volle koste van die uniform aldus uitgereik, verhaal en wel by wyse van 'n aftrekking van enige besoldiging aan die werknemer verskuldig op die datum waarop hy sy diens beëindig.

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

- (i) leer- of rubbervoorskote wat, in geval van billike slytasie, vervang moet word, benewens die twee oorpakke uitgereik moet word aan loodswerknemers wat met batterye werk;
- (ii) kniestewels of kaparrangs, wat, in geval van billike slytasie, vervang moet word, benewens die twee oorpakke uitgereik moet word aan loodswerknemers wat as skoonmakers werksaam is; en

service within the period of 12 calendar months immediately preceding the first day of December 1981.

(7) Payment of the amount due in terms of subclause (6) shall be made on the normal pay-day in the second week of December.

(8) Any employee whose contract of employment terminates before 1 December in 1979 and 1980 shall be paid an amount equal to 3½ per cent, and an employee in the service of the employer on the first day of December 1981 shall be paid an amount equal to 4 per cent of his remuneration, excluding the amount payable in terms of this subclause and the amount payable in terms of subclause (6) of this clause, received since 1 December in the preceding year: Provided that an employee who has had less than six months' continuous service with the same employer prior to such termination shall not be entitled to such payment.

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

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

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

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

7. UNIFORMS AND EQUIPMENT

(1) Subject to the provisions of subclause (2), one-man-operators, ground conductors and an employee referred to in clause 2 (8) of this Part shall be issued with uniforms on such basis as the Council may from time to time determine: Provided that the following shall be the minimum issue during each cycle of four years commencing from the date on which this Agreement comes into operation:

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

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

(3) In addition to the uniform issue referred to in subclause (1), one-man-operators, ground conductors and an employee referred to in clause 2 (10) of this Part, shall be issued with—

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

(4) Subject to the provisions of subclauses (1), (2) and (6), one-man-operators, ground conductors and an employee referred to in clause 2 (10) of this Part, shall be issued with a uniform and a leather belt as soon as he has completed three months' service commencing from the date on which the employee completes his period of training at the training school.

(5) In the event of a one-man-operator, ground conductor or an employee referred to in clause 2 (10) of this Part, who has been issued with a uniform terminating his services within 30 days of the date on which he received his first full uniform issue, the employer may recover the full cost of the uniform so issued and may do so by way of a deduction from any remuneration due to the employee on the date on which he terminates his services.

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

- (i) shed employees attending to batteries shall, in addition to the two overalls, be issued with leather or rubber aprons which shall be renewed in the event of deterioration owing to fair wear and tear;
- (ii) shed employees engaged as cleaners shall, in addition to the two overalls, be issued with wellingtons or clogs which shall be renewed in the event of deterioration owing to fair wear and tear; and

(iii) kaparrangs wat as gevolg van billike slytasie vervang moet word, uitgereik moet word aan loodswerknemers wat as arbeiders werksaam is.

(7) 'n Werkgewer moet oorjasse en waterdigte mantels aan loodswerknemers verskaf wanneer sodanige werknemers aan die wisselvalligheid van die weer blootgestel is.

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

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

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

8. DIENSBEÏNDIGING

(1) Behoudens subklousule (2) van hierdie klousule, moet 'n werkgewer of 'n werknemer minstens een week vanaf die gewone betaaldag kennis gee van die beëindiging van die dienskontrak: Met dien verstande dat die reg van die werkgewer of die werknemer om die dienskontrak sonder kennisgewing en wel om 'n regsgeldige rede te beëindig, nie hierdeur geraak word nie: Voorts met dien verstande dat die kennisgewingstermyn nie mag saamval nie met en daar ook nie kennis gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof wat ingevolge klousule 6 toegestaan is of enige tydperk van siekteverlof van hoogstens 14 dae gedurende 'n jaar diens.

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

9. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet 'n werkgewer 8c per week aftrek van die loon (alle toelaes uitgeslote) van elk van sy werknemers wat R4 of meer per week ontvang, en 4c per week van elk van sy werknemers wat minder as R4 per week ontvang, en by die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daarmee gelyk staan.

(2) Alle bedrae wat ingevolge subklousule (1) van hierdie klousule ingevorder is, tesame met 'n staat wat toon hoeveel werknemers in diens is, moet voor of op die 15de dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae ingevorder is, aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, 6000, gestuur word.

10. AGENTE

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

11. ADMINISTRASIE VAN OOREENKOMS

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

12. VRYSTELLINGS

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

(2) Die Raad het die bevoegdheid om die vrystellingsvoorwaardes en -termyn te bepaal.

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

13. REGISTERS WAT BYGEHOU MOET WORD

Drywers en kondukteurs moet registers byhou in die vorm wat die werkgewer bepaal. Die werkgewer moet elke werknemer voorsien van die vorms wat nodig is om die registers by te hou, wat die werknemer by voltooiing van sy werk vir die dag aan die werkgewer moet terugbesorg. Daarna moet die werkgewer die registers in chronologiese volgorde lisseer.

14. VERTONING VAN OOREENKOMS

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

(iii) shed employees engaged on labouring activities shall be issued with clogs which shall be renewed in the event of deterioration owing to fair wear and tear.

(7) An employer shall provide overcoats and waterproofs to shed employees whenever shed employees are exposed to the vagaries of the weather.

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

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

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

8. TERMINATION OF SERVICE

(1) Subject to the provisions of subclause (2) of this clause, not less than one week's notice from the ordinary pay-day shall be given by an employer or an employee to terminate the contract of service: Provided that this shall not affect the right of the employer or employee to terminate the contract of service without notice for any cause recognised by law as sufficient: Provided further that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 6, or any period of sick leave not exceeding 14 days during any year of service.

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

9. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, and employer shall deduct 8c per week from the wages (exclusive of any allowances) of each of his employees receiving R4 per week or more, and 4c per week from each of his employees receiving less than R4 per week and the amount so deducted, the employer shall add an equal amount.

(2) All amounts collected in accordance with the provisions of subclause (1) of this clause, together with a statement showing the number of employees employed, shall be forwarded to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, 6000, not later than the 15th day of each month following that in respect of which the collections have been made.

10. AGENTS

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

11. ADMINISTRATION OF AGREEMENT

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

12. EXEMPTIONS

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

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

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

13. RECORDS TO BE KEPT

Drivers and conductors shall keep records in such form as may be determined by the employer. The employer shall furnish each employee with the necessary forms for keeping such records which shall be returned to the employer by the employee on completion of his day's work. The employer shall thereafter be required to keep such records filed in chronological order.

14. EXHIBITION OF AGREEMENT

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

15. TOEPASSING VAN DIE WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die bepalings in verband met werkure, oortydwerk en vakansiedae soos vervat in artikels 19, 20 en 21 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, van toepassing op werknemers wat werksaam is in of in verband met 'n fabriek soos in genoemde Wet omskryf, vir sover die bepalings van hierdie Ooreenkoms minder gunstig is.

Hierdie Ooreenkoms is namens die partye op hede die 17de dag van Januarie 1979 te Port Elizabeth onderteken.

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

R. J. NELSON, Ondervoorsitter van die Raad.

M. E. HOPPE, Sekretaris van die Raad.

No. R. 1897

31 Augustus 1979

WET OP NYWERHEIDSVERSOENING, 1956

PADPASSASIEVERVOERBEDRYF, PORT ELIZABETH.—AMBAGSMANOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Padpassasiersvervoerbedryf betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 24 Desember 1981 eindig, bindend is vir die werkgever en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vereniging is.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE PADPASSASIEVERVOERBEDRYF (PORT ELIZABETH) AMBAGSMANOOREENKOMS

ingevolge die Wet op Nywerheidsversoening, Wet 28 van 1956, gesluit deur en aangegaan tussen

P.E. Tramways

(hierna die "werkgever" genoem), aan die eenkant, en

Port Elizabeth Bus Workers' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) deur die werkgevers vermeld in die aanhef van die Bylae en alle werknemers wat lede van die vakvereniging is en vir wie lone en diensvoorwaardes in hierdie Ooreenkoms voorgeskryf word;

(b) in die landdrostdistrik Port Elizabeth en daardie gedeelte van die landdrostdistrik Hankey wat voor die publikasie van Goewermentskennisgewing 1515 van 4 Oktober 1963 binne die landdrostdistrik Port Elizabeth geval het.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel 48 van die Wet vasstel en bly van krag vir die tydperk eindigende 24 Desember 1981 of vir sodanige ander tydperk as wat hy mag bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet of 'n ordonnansie melding gemaak word, word ook alle wysigings van sodanige wet of ordonnansie bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vroue bedoel. Voorts, tensy dit onbestaanbaar met die sinsverband is, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

15. APPLICATION OF THE FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

Notwithstanding anything to the contrary contained in this Agreement, the hours of work, overtime and holiday provisions contained in sections 19, 20 and 21 of the Factories, Machinery and Building Work Act, 1941, shall apply to employees engaged in or in connection with a factory as defined in the said Act in so far as the provisions of this Agreement are less favourable.

This Agreement signed at Port Elizabeth on behalf of the parties this 17th day of January 1979.

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

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

M. E. HOPPE, Secretary of the Council.

No. R. 1897

31 August 1979

INDUSTRIAL CONCILIATION ACT, 1956

ROAD PASSENGER TRANSPORT INDUSTRY, PORT ELIZABETH.—ARTISANS' AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Road Passenger Transport Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 24 December 1981, upon the employer and the trade union which entered into the said Agreement and upon the employees who are members of the said union.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ROAD PASSENGER TRANSPORT INDUSTRY, PORT ELIZABETH ARTISANS' AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, made and entered into by and between

P.E. Tramways Ltd

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

Port Elizabeth Bus Workers' Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) by the employers referred to in the preamble to the Schedule and all employees who are members of the trade union and for whom wages and conditions of employment are prescribed in this Agreement;

(b) in the Magisterial District of Port Elizabeth and that portion of the Magisterial District of Hankey, which, prior to the publication of Government Notice 1515 of 4 October 1963, fell within the Magisterial District of Port Elizabeth.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister in terms of section 48 of the Act and shall remain in operation for the period ending 24 December 1981 or such other period as may be determined by him.

3. DEFINITIONS

Any terms used in this Agreement which are defined in the Act shall have the same meaning as in that Act, any reference to an act or ordinance shall include any amendment of such act or ordinance 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;

"Raad" die Nywerheidsraad vir die Padpassasiersvervoerbedryf (Port Elizabeth), wat kragtens artikel 2 van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word ingevolge die Wet geregistreer te wees;

"ambagsman" 'n werknemer, uitgesonderd 'n grofskilder soos omskryf in die Hoofooreenkoms wat 'n leerkontrak kragtens die Wet op Vakleerlinge, 1944, voltooi het, of 'n werknemer in besit van 'n sertifikaat wat deur die Raad erken word en wat hom in staat stel om as ambagsman in diens geneem te word;

"Hoofooreenkoms" die jongste Ooreenkoms van die Raad, gepubliseer ingevolge die Wet waarin lone voorgeskryf word vir werknemers uitgesonderd ambagsmanne en loodswerknemers graad I;

"Padpassasiersvervoerbedryf" of "Bedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is om, teen beloning, oor 'n openbare pad enige persoon of persone te vervoer deur middel van 'n voertuig (uitgesonderd 'n voertuig wat deur die Suid-Afrikaanse Spoorweg- en Hawensadministrasie beheer word) ontwerp vir aandrywing op 'n ander manier as deur middel van mense- of dierekrag en ontwerp vir die vervoer van meer as agt persone bo en behalwe die drywer van sodanige voertuig;

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

"Loodswerknemer graad I" 'n werknemer wat nie 'n ambagsman is nie en wat enigeen van of al die volgende werk-saamhede verrig:

- (1) Vere en skommels omruil;
- (2) remskoene aansit en versool;
- (3) remme stel;
- (4) kruiskoppelings omruil;
- (5) nawe en laers van wiele verwyder en vervang;
- (6) kringspille en busse omruil;
- (7) verslete penne en busse in rem-, koppelaar- en wisselaar-skakelings omruil;
- (8) water- en brandstoflekke herstel, insluitende die herstel en die aanmekearsit van verkoelers en brandstoftanks;
- (9) enjins, ratkaste, ewenaars, brandstofpompe, kompressors, skroefaste, waterpompe en stuurkaste verwyder en vervang;
- (10) enjins, ratkaste, ewenaars, stuurkaste en alle ander eenhede voor opknapping uitmekearhaal;
- (11) naaldrollaers verwyder en vervang;
- (12) spoorstange en sleepskakels uitmekearhaal en omruil, maar nie die hermontering daarvan nie;
- (13) dun sweiswerk, soos lekke in pype en brandstoftanks, ens.;
- (14) inspuiterpype, brandstof-, lug- en rempype verwyder en weer insit;
- (15) aansitters, dinamo's, alternators en beheerpanele, ligtoebehore binne en buite, waarskuwings- en seinstelsels, ens., verwyder en aansit;
- (16) 'n gedeelte van of die hele bedrading van 'n voertuig herstel en vervang;
- (17) batterye herstel;
- (18) ligtoebehore opknop en vervang en, waar nodig, alle liggloeidrade, soos gloeilampies, ens., vervang;
- (19) die bakwerk van voertuie versorg, dun sweiswerk ingesluit;
- (20) voorafgesnyde of voorbereide en gevormde panele, met inbegrip van plafonne, hollyste, kraallyste en staalstaanders, verwyder en weer insit;
- (21) alle vensters verwyder en insit;
- (22) ou vloere, linoleum en platformtrappe stroop;
- (23) nuwe voorbereide planke en linoleum lê;
- (24) sitplekke en bestemmingsrolle verwyder en vervang;
- (25) met 'n draagbare masjien boor en skuur;
- (26) 'n veeldoelige snymasjien bedien;
- (27) 'n guillotine bedien;
- (28) alle veselglaspanele vorm en veselglaspanele van voertuie herstel, met inbegrip van die veselglaswerk aan stuurwiele;
- (29) panele vasklink;
- (30) boue aan die bakwerk vasdraai;
- (31) kleppe slyp en sny, klepleiers insit en silinderkoppe inmekearsit; en
- (32) klein entbusse, stawe en ringe aan suiers vassit en suiers aan koppelstange vassit;

"lone" die lone wat in klousule 4 van hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat, waar die werkgewer aan 'n werknemer gereeld 'n hoër bedrag betaal as dié in genoemde klousule voorgeskryf, dit sodanige hoër bedrag beteken.

"Council" means the Industrial Council for the Road Passenger Transport Industry (Port Elizabeth), registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Act;

"journeyman" means an employee, other than a brush hand as defined in the Main Agreement, who has completed a contract of apprenticeship under the Apprenticeship Act, 1944, or an employee who is in possession of a certificate recognised by the Council, enabling him to be employed as a journeyman;

"Main Agreement" means the latest Agreement of the Council, published in terms of the Act, in which wages are prescribed for employees, other than journeymen and shed employees, grade I;

"Road Passenger Transport Industry" or "Industry" means the Industry in which employers and employees are associated for the purpose of transporting for reward over any public road any person or persons by means of any vehicle (other than a vehicle controlled by the South African Railways and Harbours Administration) designed for propulsion otherwise than by human or animal power, designed to carry more than eight persons in addition to the driver of such vehicle;

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

"shed employee, grade I" means an employee who is not a journeyman and who is engaged in one or more of the following capacities or operations:

- (1) Changing springs and shackles;
- (2) fitting and relining brake shoes;
- (3) adjusting brakes;
- (4) changing universal joints;
- (5) removing and replacing wheel hubs and bearings;
- (6) changing king pins and bushes;
- (7) changing worn pins and bushes in brake, clutch and change speed linkages;
- (8) attending to water and fuel leaks, including the repair and assembly of radiators and fuel tanks;
- (9) removing and replacing engines, gearboxes, differentials, fuel pumps, compressors, propeller shafts, water pumps and steering boxes;
- (10) dismantling engines, gearboxes, differentials, steering boxes and all other units prior to overhaul;
- (11) removing and replacing needle-roller bearings;
- (12) dismantling and changing track rods and drag links, but not the reassembling thereof;
- (13) light gauge welding, such as leaks in pipes and fuel tanks, etc.;
- (14) removing and refitting injector pipes, fuel, air and brake pipes;
- (15) removing and fitting starters, dynamos, alternators and control boards, interior and exterior light fittings, warning and signalling systems, etc.;
- (16) repairing and replacing part of or all vehicle wiring;
- (17) repairing batteries;
- (18) overhauling and replacing light fixtures and replacing, where necessary, all light filaments, such as bulbs, etc.;
- (19) attending to the body work of vehicles, including light gauge welding;
- (20) removing and refitting of pre-cut or prepared and shaped panels, including ceilings, covings, beadings and stan-chions;
- (21) removing and fitting of all windows;
- (22) stripping old floors, lino and platform steps;
- (23) laying new prepared boards and lino;
- (24) removing and replacing seats and destination scrolls;
- (25) portable machine drilling and grinding;
- (26) operating a "Do All" cutting machine;
- (27) operating a guillotine;
- (28) forming all fibreglass sections and repairing fibreglass sections of vehicles, including the fibreglassing of steering wheels;
- (29) riveting of panels; and
- (30) tightening body bolts;
- (31) valve grinding and cutting, fitting of valve guides and assembling cylinder heads;
- (32) fitting small end bushes, rods, rings to pistons and pistons to connecting rods;

"wage" means the wage prescribed in clause 4 of this Agreement: Provided that where the employer regularly pays an employee an amount higher than that prescribed in the said clause, it means such higher amount.

4. LONE

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

	Vanaf die datum waarop hierdie Ooreenkoms in werking tree tot 23/12/79	Gedurende die tydperk 24/12/79 tot 21/12/80	Daarna
	Sent per uur	Sent per uur	Sent per uur
(a) Ambagsman.....	234	244	254
(b) Loodswerknemer graad I	134	144	154

5. BETALING VAN BESOLDIGING

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

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

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

- (a) Die werkgewer se naam;
- (b) die werknemer se naam;
- (c) die getal ure gewerk, met inbegrip van oortyd;
- (d) besonderhede van bedrae wat van die werknemer se verdienste afgetrek is;
- (e) die werklike bedrag wat aan die werknemer betaal is; en
- (f) die tydperk ten opsigte waarvan besoldiging betaal is;

en dié staat moet die eiendom van die werknemer word.

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

- (a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siektebystand-, versekerings-, spaar-, voorsorg- of pensioenfondse;
- (b) behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgewer, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die besoldiging wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het;
- (c) 'n bedrag ten opsigte van ledegeld aan die vakvereniging kragtens klousule 16;
- (d) 'n bedrag wat 'n werkgewer regtens of op bevel van 'n hof met regsbevoegdheid moet of mag aftrek;
- (e) enige ander bedrag waarvoor die vakvereniging, die werknemer en die werkgewer onderling skriftelik ooreen mag kom.

(5) Vier-en-veertig uur werk binne ses dae of besoldiging in plaas daarvan moet aan alle werknemers gewaarborg word.

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

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

(i) dit van een of meer loonbetalings afgetrek kan word maar dat geen bepaalde aftrekking hoër mag wees as 15 persent van die loon waarvan dit afgetrek word nie; en

(ii) geen sodanige aftrekking gemaak mag word van enige verlofgeld of verlofbonus wat kragtens hierdie Ooreenkoms betaalbaar is nie.

6. WERKURE

(1) Ondanks andersluidende bepalinge in hierdie Ooreenkoms mag geen werkgewer van 'n werknemer vereis of hom toelaat—

(a) om meer as 44 uur, uitgesonderd etenspouses, in 'n bepaalde week te werk nie: Met dien verstande dat daar van 'n werknemer in enige week vereis kan word om 46

4. WAGES

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

	From the date on which this Agreement comes into operation until 23/12/79	During the period 24/12/79 to 21/12/80	Thereafter
	Cents per hour	Cents per hour	Cents per hour
(a) Journeyman.....	234	244	254
(b) Shed employee, grade I...	134	144	154

5. PAYMENT OF REMUNERATION

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

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

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

- (a) the employer's name;
- (b) the employee's name;
- (c) the number of hours worked, including overtime;
- (d) particulars of deductions made from employee's earnings;
- (e) the actual amount paid to the employee; and
- (f) the period in respect of which payment is made;

and such statement shall become the property of the employee.

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

- (a) With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds;
- (b) except where otherwise provided in this Agreement, whenever an employee is absent from work for any cause other than on the instruction or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the remuneration which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (c) a deduction in respect of trade union subscriptions in terms of clause 16;
- (d) a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;
- (e) any other deduction that may be mutually agreed upon in writing between the trade union, the employee and the employer.

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

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

(7) Where an employer, due to clerical or accounting or administrative error, or miscalculation, pays an employee any remuneration in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from subsequent wages or earnings subject to the following provisions:

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

6. HOURS OF WORK

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee—

(a) to work for more than 44 hours, excluding meal intervals, in any one week: Provided that an employee may in any week be required to work 46 ordinary hours if

gewone ure te werk, mits daar nie van hom vereis word nie om gedurende die week wat sodanige week onmiddellik voorafgaan en volg vir meer as 42 gewone ure te werk nie;

(b) om op Maandae tot Donderdae meer as agt uur en 30 minute, uitgesonderd etenspouses, op Vrydae agt uur, uitgesonderd etenspouses, en op Saterdag vier uur te werk nie;

(c) 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, vir die toepassing van hierdie paragraaf, werktydperke wat deur 'n pouse van minder as 'n uur onderbreek word, aaneenlopend geag moet word.

(2) Ondanks paragrafe (a) en (b) van subklousule (1), kan 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd vir 'n totale tydperk van hoogstens 10 uur in 'n bepaalde week te werk: Met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar toelaat om soos volg oortyd te werk nie:

- (a) Meer as twee uur op 'n dag;
- (b) op meer as drie agtereenvolgende dae;
- (c) op meer as 60 dae in 'n jaar;
- (d) ná voltooiing van haar gewone werkure, meer as een uur op 'n dag, tensy hy—

(i) aan sodanige werknemer voor die middag daarvan kennis gegee het; of

(ii) sodanige werknemer van 'n genoegsame ete voorsien het voordat sy met oortydwerk moet begin; of

(iii) sodanige werknemer betyds 'n toelae van minstens 15c betaal het om haar in staat te stel om 'n ete te bekom voordat die oortydwerk moet begin.

7. BESOLDIGING VIR OORTYD EN SONDAE

(1) 'n Werkgewer moet aan 'n werknemer wat by hom in diens is, besoldiging betaal teen een en 'n derde maal sy uurloon ten opsigte van alle oortyd wat sodanige werknemer werk.

(2) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer of—

(a) die werknemer—

(i) minstens die gewone besoldiging, betaalbaar ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, betaal as hy vir 'n tydperk van hoogstens vier uur aldus werk; of

(ii) as hy vir 'n tydperk van meer as vier uur werk, besoldiging betaal teen minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging wat minstens gelyk is aan dubbel die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

(b) die werknemer besoldiging betaal teen minstens een en 'n derde maal sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae vanaf sodanige Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldig teen minstens sy gewone besoldiging asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

8. BESOLDIGING VIR OPENBARE VAKANSIEDAE EN JAARLIKSE VERLOF

(1) Elke werknemer moet afwesigheidsverlof met volle besoldiging op ondervermelde grondslag toegestaan word ten opsigte van elke jaar diens by dieselfde werkgewer:

- (a) Vir elk van die eerste 10 jaar diens: 18 werkdag;
- (b) vir die 11de jaar diens en daarna: 24 werkdag.

(2) 'n Werknemer wat nie op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag, Republiekdag of Paasmaandag werk nie, moet ten opsigte van elke sodanige dag vir sewe uur en 20 minute teen sy uurloon besoldig word. 'n Werknemer wat op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag, Republiekdag of Paasmaandag werk, moet vir die tyd wat hy op sodanige dag werk, minstens dubbel sy uurloon betaal word, met 'n minimum van sewe uur en 20 minute se besoldiging.

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

he is during the week immediately preceding the week and following that in which he so works, required to work not more than 42 ordinary hours;

(b) to work for more than eight hours and 30 minutes, excluding meal intervals, on Mondays to Thursdays, eight hours, excluding meal intervals, on Fridays and four hours on Saturdays;

(c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that, for the purposes of this paragraph, periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(2) Notwithstanding the provisions of paragraphs (a) and (b) of subclause (1), an employer may require or permit an employee to work overtime for a total period not exceeding 10 hours in any one week: Provided that no employer shall require or permit a female employee 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 he has—

(i) given notice thereof to such employee before midday; or

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

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

7. PAYMENT FOR OVERTIME AND SUNDAYS

(1) An employer shall pay to an employee employed by him remuneration at a rate not less than one and one-third times his hourly rate in respect of all overtime worked by such employee.

(2) Whenever an employee works on Sunday, his employer shall either—

(a) pay to the employee—

(i) if he so works for a period not exceeding four hours not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday; or

(ii) if he works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday, and grant him within seven days of such Sunday, one day's holiday and pay him in respect thereof, remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

8. PAYMENT FOR PUBLIC HOLIDAYS AND ANNUAL LEAVE

(1) Every employee shall be granted leave of absence on full pay in respect of 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 the 11th year of service and thereafter: 24 working days.

(2) An employee who does not work on Kruger Day, Christmas Day, New Year's Day, Good Friday, Day of the Covenant, Ascension Day, Republic Day or Easter Monday, shall be paid for seven hours and 20 minutes at the rate of his hourly wage for each such day. An employee who works on Kruger Day, Christmas Day, New Year's Day, Good Friday, Day of the Covenant, Ascension Day, Republic Day or Easter Monday shall, for the time he works on any such day, be paid not less than double his hourly wage with a minimum of seven hours and 20 minutes' pay.

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

(4) Vir die doeleindes van jaarlikse verlof moet die diens van 'n werknemer geag word te begin vanaf die datum waarop sodanige werknemer by sy werkgever in diens getree het.

(5) 'n Werknemer wie se dienskontrak gedurende enige tydperk van 52 weke diens eindig voordat die tydperk van verlof, voorgeskryf in subklousule (1), ten opsigte van daardie tydperk opgeloopt het, moet by diensbeëindiging, en benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide week van sodanige diens tydperk 'n bedrag betaal word van minstens een twee-en-vyftigste van die bedrag van die verlofbesoldiging waarop hy kragtens subklousule (1) geregtig is.

(6) Elke loodswerknemer graad I wat op die eerste dag van Desember in enige jaar in die diens van sy werkgever is, moet 'n bedrag betaal word gelyk aan 4 persent van sy besoldiging, uitgesonderd die bedrag betaalbaar ingevolge hierdie subklousule, vir die tydperk van sy diens binne die tydperk van 12 kalendermaande onmiddellik voor die eerste dag van Desember.

(7) Betaling van die bedrag wag kragtens subklousule (6) verskuldig is, moet plaasvind op die gewone betaaldag in die tweede week van Desember.

(8) 'n Loodswerknemer graad I wie se dienskontrak voor 1 Desember in enige jaar eindig, moet 'n bedrag betaal word gelyk aan 4 persent van sy besoldiging, uitgesonderd die bedrag ingevolge hierdie subklousule betaalbaar en die bedrag ingevolge subklousule (6) van hierdie klousule betaalbaar, wat sedert 1 Desember die vorige jaar ontvang is: Met dien verstande dat 'n werknemer wat minder as ses maande ononderbroke diens by dieselfde werkgever voor sodanige diensbeëindiging gehad het, nie op sodanige besoldiging geregtig is nie.

(9) (a) Wanneer aan 'n ambagsman verlof kragtens subklousule (1) toegestaan word, moet hy gelyktydig met die besoldiging ten opsigte van sodanige verlof 'n vakansiebonus betaal word wat bereken word volgens die aantal agtereenvolgende verlofsiklusse wat hy by dieselfde werkgever voltooi het.

(b) Die bonus in paragraaf (a) bedoel, moet minstens die volgende bedra:

- R200 gedurende die eerste verlofsiklus;
- R225 gedurende die tweede verlofsiklus;
- R250 gedurende die derde verlofsiklus;
- R275 gedurende die vierde of daaropvolgende verlofsiklus.

(c) Enige ononderbroke diens tydperk by dieselfde werkgever onmiddellik voor die datum waarop sodanige werknemer as 'n ambagsman kwalifiseer, moet geag word diens te wees vir die berekening van die verlofsiklusse in paragrafe (a) en (b) bedoel.

(d) In die geval van 'n werknemer wat as 'n ambagsman kwalifiseer, kan die werkgever van die eerste bonus wat ingevolge paragrafe (a) en (b) aan hom betaal word, 'n bedrag aftrek gelyk aan 4 persent van die besoldiging aan hom betaal gedurende die tydperk bereken vanaf die datum waarop die werknemer se verlofsiklus begin het en die eerste dag van Desember onmiddellik voor die voltooiing van die verlofsiklus.

(10) 'n Ambagsman wie se dienskontrak gedurende enige tydperk van 12 maande diens eindig voordat die tydperk van verlof, voorgeskryf in subklousule (1), opgeloopt het, moet by sodanige diensbeëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide week van sodanige diens tydperk 'n bedrag betaal word van minstens een twee-en-vyftigste van die vakansiebonus in subklousule (9) van hierdie klousule bedoel.

(11) Die tydperk van verlof mag nie saamval nie met siekteverlof met besoldiging of met kennisgewing van diensbeëindiging of met 'n tydperk van militêre diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, moet ondergaan.

(12) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit wat 'n werknemer—

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

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

9. LIDMAATSKAP VAN VAKVERENIGING

(1) 'n Werkgever mag nie 'n werknemer wat nie lid van die Port Elizabeth Bus Workers' Union is, in diens neem nie.

(2) Ondanks subklousule (1), is hierdie klousule nie van toepassing nie ten opsigte van 'n immigrant gedurende die eerste jaar vanaf die datum waarop hy die Republiek van

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

(5) An employee whose contract of employment terminates during any period of 52 weeks of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued, shall upon termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed week of such period of employment and amount of not less than one fifty-second of the amount of leave pay to which he is entitled in terms of subclause (1).

(6) Every shed employee, grade I, who is in the service of his employer on the first day of December in any year, shall be paid an amount equal to 4 per cent of his remuneration, excluding the amount payable in terms of this subclause, for the period of his service within the period of 12 calendar months immediately preceding the first day of December.

(7) Payment of the amount due in terms of subclause (6), shall be made on the normal pay-day in the second week of December.

(8) Any shed employee, grade I, whose contract of employment terminates before 1 December in any year, shall be paid an amount equal to 4 per cent of his remuneration, excluding the amount payable in terms of this subclause and the amount payable in terms of subclause (6) of this clause, received since 1 December in the preceding year: Provided that an employee who has had less than six months' continuous service with the same employer prior to such termination shall not be entitled to such payment.

(9) (a) Whenever a journeyman is granted leave in terms of subclause (1), he shall, at the same time as he is paid in respect of such leave, be paid a holiday bonus calculated according to the number of consecutive leave cycles completed with the same employer.

(b) The bonus referred to in paragraph (a) shall not be less than—

- R200 during the first leave cycle;
- R225 during the second leave cycle;
- R250 during the third leave cycle;
- R275 during the fourth or subsequent leave cycle.

(c) Any period of continuous employment with the same employer immediately prior to the date on which such an employee qualifies as a journeyman shall be deemed to be employment for the purposes of calculating the leave cycles referred to in paragraphs (a) and (b).

(d) In the event of an employee qualifying as a journeyman, the employer may deduct from the first bonus paid to him in terms of paragraphs (a) and (b), an amount equal to 4 per cent of the remuneration paid to him during the period calculated from the date on which the employee's leave cycle commenced and the first day of December immediately preceding the completion of the leave cycle.

(10) A journeyman whose contract of employment terminates during any period of 12 months' employment before the period of leave prescribed in subclause (1) has accrued, shall upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed week of such period of employment an amount of not less than one fifty-second of the holiday bonus referred to in subclause (9) of this clause.

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

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

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

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

9. MEMBERSHIP OF THE TRADE UNION

(1) An employer shall not employ any employee who is not a member of the Port Elizabeth Bus Workers' Union.

(2) Notwithstanding the provisions of subclause (1), the provisions of this clause shall not apply in respect of any immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that, if any

Suid-Afrika binnegekom het: Met dien verstande dat, as 'n immigrant te eniger tyd na sy eerste drie maande diens in die Bedryf, 'n uitnodiging van die vakvereniging geweer het om lid daarvan te word, hierdie klousule onmiddellik van toepassing word.

10. DIENSBEEÏNDIGING

(1) Behoudens subklousule (2) van hierdie klousule, moet 'n werkgewer of 'n werknemer met ingang van die gewone betaaldag minstens een week kennis gee van die beëindiging van die dienskontrak: Met dien verstande dat die reg van die werkgewer of die werknemer om die dienskontrak sonder kennisgewing en wel om 'n regsgeldige rede te beëindig, nie hierdeur geraak word nie: Voorts met dien verstande dat die opseggingstermyn nie mag saamval nie met of kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof wat ooreenkomstig klousule 10 toegestaan is of met enige tydperk van militêre diens ingevolge die Verdedigingswet, 1957, of 'n tydperk van siekteverlof van hoogstens 14 dae gedurende enige jaar diens.

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

11. UITGAWES VAN DIE RAAD

(1) Om die uitgawes van die Raad te dek, moet 'n werkgewer 8c per week van die loon van elkeen van sy werknemers aftrek en by die bedrag aldus afgetrek, 'n bedrag voeg wat daaraan gelyk is.

(2) Alle bedrae wat ooreenkomstig subklousule (1) van hierdie klousule ingevorder is, moet tesame met 'n staat waarop die getal werknemers verskyn, voor of op die 15de dag van elke maand wat volg op die ten opsigte waarvan die bedrae ingevorder is, aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, gestuur word.

12. AGENTE

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

13. ADMINISTRASIE VAN OOREENKOMS

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

14. VRYSTELLINGS

(1) Die Raad kan om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad het die bevoegdheid om die voorwaardes en tydperk van vrystelling te bepaal.

(3) Sertifikate, onderteken deur die Sekretaris van die Raad, moet ten opsigte van alle vrystellings uitgereik word.

15. VAKVERENIGING SE VERTEENWOORDIGERS IN DIE RAAD

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

16. LEDEGELD VAN VAKVERENIGING

Wanneer skriftelik daartoe versoek deur 'n werknemer, moet 'n werkgewer die werknemer se ledegeld van die vakvereniging van die loon van daardie werknemer aftrek en dit oorhandig aan die beamppte wat die vakvereniging aangestel het om dit te ontvang.

17. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n kopie van hierdie Ooreenkoms vertoon op 'n plek wat gereedlik toeganklik is vir al die werknemers op wie dit van toepassing is, en die Ooreenkoms moet in die vorm wees wat in die regulasies van die Wet voorgeskryf word.

Hierdie Ooreenkoms is namens die partye op hede die 17de dag van Januarie 1979 te Port Elizabeth onderteken.

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

R. J. NELSON, Ondervoorsitter van die Raad.

M. E. HOPPE, Sekretaris van die Raad.

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 to become a member of it, the provisions of this clause shall immediately become operative.

10. TERMINATION OF SERVICE

(1) Subject to the provisions of subclause (2) of this clause, not less than one week's notice from the ordinary pay-day shall be given by an employer or an employee to terminate the contract of service: Provided that this shall not affect the right of the employer or employee to terminate the contract of service without notice for any cause recognised by law as sufficient: Provided further that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 10 or any period of military service in pursuance of the Defence Act, 1957, or any period of sick leave not exceeding 14 days during any year of service.

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

11. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, an employer shall deduct 8c per week from the wages of each of his employees and to the amount so deducted the employer shall add an equal amount.

(2) All amounts collected in accordance with the provisions of subclause (1) of this clause, together with a statement showing the number of employees employed, shall be forwarded to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, not later than the 15th day of each month following that in respect of which the collections have been made.

12. AGENTS

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

13. ADMINISTRATION OF AGREEMENT

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

14. EXEMPTIONS

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

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

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

15. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL

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

16. TRADE UNION SUBSCRIPTIONS

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

17. EXHIBITION OF AGREEMENT

A copy of this Agreement shall be exhibited by every employer in a place readily accessible to all employees to whom it applies and in the form prescribed in the regulations to the Act.

This Agreement signed at Port Elizabeth on behalf of the parties this 17th day of January, 1979.

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

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

M. E. HOPPE, Secretary of the Council.

No. R. 1898 31 Augustus 1979

**WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941****PADPASSASIEVERVOERBEDRYF,
PORT ELIZABETH**

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkomste en kennisgewings in verband met die Padpassasiersvervoerbedryf, gepubliseer by Goewermentskennisgewings R. 1896 en R. 1897 van 31 Augustus 1979, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 1898 31 August 1979

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941****ROAD PASSENGER TRANSPORT INDUSTRY,
PORT ELIZABETH**

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreements and notices relating to the Road Passenger Transport Industry, published under Government Notices R. 1896 and R. 1897 of 31 August 1979, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Manpower Utilisation.

INHOUD

No.		Bladsy No.	Staats- koerant No.
Mannekragbenutting, Departement van Goewermentskennisgewings			
R. 1896	Wet op Nywerheidsversoening (28/1956): Padpassasiersvervoerbedryf, Port Eliza- beth: Hoof-ooreenkoms.....	1	6639
R. 1897	do.: do.: Ambagsman-ooreenkoms.....	18	6639
R. 1898	Wet op Fabriek, Masjinerie en Bouwerk, 1941: Padpassasiersvervoerbedryf, Port Elizabeth.....	24	6639

CONTENTS

No.		Page No.	Gazette No.
Manpower Utilisation, Department of Government Notices			
R. 1896	Industrial Conciliation Act (28/1956): Road Passenger Transport Industry, Port Elizabeth: Main Agreement.....	1	6639
R. 1897	do.: do.: Artisans' Agreement.....	18	6639
R. 1898	Factories, Machinery and Building Work Act, 1941: Road Passenger Transport Industry, Port Elizabeth.....	24	6639