



**STAATSKOERANT  
VAN DIE REPUBLIEK VAN SUID-AFRIKA**

**REPUBLIC OF SOUTH AFRICA  
GOVERNMENT GAZETTE**

**REGULASIEKOERANT No. 1096**

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**GOEWERMENSKENNISGEWING**

**DEPARTEMENT VAN ARBEID**

No. R. 240 28 Februarie 1969  
**WET OP NYWERHEIDSVERSOENING, 1956**  
**MOTORVERVOERONDERNEMING (GOEDERE)**  
Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Motorvervoeronderneming (Goedere) betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat ses maande vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) en (3), 8 (6) (b), 15, 16, 17 en 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat ses maande vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Onderneming in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan (uitgesonderd daardie gedeeltes van die landdrosdistrikte Boksburg en Brakpan wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg gevall het en uitgesonderd daardie gedeelte van die landdrosdistrik Brakpan wat voor die publikasie van Goewermentskennisgewing 498 van 1 April 1966 binne die landdrosdistrik Nigel gevall het), Delmas, Germiston, Johannesburg, Krugersdorp (met inbegrip van daardie gedeelte van die landdrosdistrik Koster wat voor die publikasie van Goewermentskennisgewing 1105 van 26 Julie 1963 binne die landdrosdistrik Krugersdorp gevall

A—37440

**GOVERNMENT NOTICE**

**DEPARTMENT OF LABOUR**

No. R. 240 28 February 1969  
**INDUSTRIAL CONCILIATION ACT, 1956**

**MOTOR TRANSPORT UNDERTAKING (GOODS)**  
I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Motor Transport Undertaking (Goods), shall be binding from the second Monday after the date of publication of this notice and for the period ending six months from the said Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) and (3), 8 (6) (b), 15, 16, 17 and 23, shall be binding from the second Monday after the date of publication of this notice and for the period ending six months from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan (excluding those portions of the Magisterial Districts of Boksburg and Brakpan which prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg and excluding that portion of the Magisterial District of Brakpan which prior to the publication of Government Notice 498 of 1 April 1966, fell within the Magisterial District of Nigel), Delmas, Germiston, Johannesburg, Krugersdorp (including that portion of the Magisterial District of Koster which prior to the publication of Government Notice 1105 of 26 July 1963, fell within the Magisterial District of Krugersdorp), Oberholzer,

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het), Oberholzer, Odendaalsrus, Randfontein (met inbegrip van daardie gedeelte van die landdrosdistrik Koster wat voor die publikasie van Goewermentskennisgewing 1105 van 26 Julie 1963 binne die landdrosdistrik Randfontein geval het maar uitgesonderd die plase Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Ventersburg, Vereeniging, Welkom, Westonaria, daardie gedeelte van die landdrosdistrik Kempton Park wat voor die publikasie van Goewermentskennisgewing 556 van 29 Maart 1956 binne die landdrosdistrikte Benoni, Boksburg, Germiston en Johannesburg geval het, daardie gedeelte van die landdrosdistrik Virginia wat voor die publikasie van Goewermentskennisgewing 396 van 13 Maart 1959 binne die landdrosdistrik Ventersburg geval het, daardie gedeelte van die landdrosdistrik Wesselsbron wat voor die publikasie van Goewermentskennisgewing 509 van 19 Maart 1954 binne die landdrosdistrik Odendaalsrus geval het en daardie gedeelte van die landdrosdistrik Hennenman wat voor die publikasie van Goewermentskennisgewing 790 van 30 Mei 1963 binne die landdrosdistrik Ventersburg geval het; en

(c) Kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klosule 1 (1) en (3), 8 (6) (b), 15, 16, 17 en 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat ses maande vanaf die tweede Maandag eindig, in die landdrosdistrikte Alberton, Benoni Boksburg, Brakpan (uitgesonderd daardie gedeeltes van die landdrosdistrikte Boksburg en Brakpan wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het en uitgesonderd daardie gedeelte van die landdrosdistrik Brakpan wat voor die publikasie van Goewermentskennisgewing 498 van 1 April 1966 binne die landdrosdistrik Nigel geval het), Delmas, Germiston, Johannesburg Krugersdorp (met inbegrip van daardie gedeelte van die landdrosdistrik Koster wat voor die publikasie van Goewermentskennisgewing 1105 van 26 Julie 1963 binne die landdrosdistrik Krugersdorp geval het), Oberholzer, Odendaalsrus, Randfontein (met inbegrip van daardie gedeelte van die landdrosdistrik Koster wat voor die publikasie van Goewermentskennisgewing 1105 van 26 Julie 1963 binne die landdrosdistrik Randfontein geval het maar uitgesonderd die plase Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Ventersburg, Vereeniging, Welkom, Westonaria, daardie gedeelte van die landdrosdistrik Kempton Park wat voor die publikasie van Goewermentskennisgewing 556 van 29 Maart 1956 binne die landdrosdistrikte Benoni, Boksburg, Germiston en Johannesburg geval het daardie gedeelte van die landdrosdistrik Virginia wat voor die publikasie van Goewermentskennisgewing 396 van 13 Maart 1959 binne die landdrosdistrik Ventersburg geval het, daardie gedeelte van die landdrosdistrik Wesselsbron wat voor die publikasie van Goewermentskennisgewing 509 van 19 Maart 1954 binne die landdrosdistrik Odendaalsrus geval het en daardie gedeelte van die landdrosdistrik Hennenman wat voor die publikasie van Goewermentskennisgewing 790 van 30 Mei 1963 binne die landdrosdistrik Ventersburg geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Onderneming by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werkneemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,  
Minister van Arbeid.

Odendaalsrus, Randfontein (including that portion of the Magisterial District of Koster which prior to the publication of Government Notice 1105 of 26 July 1963, fell within the Magisterial District of Randfontein but excluding the farms Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Ventersburg, Vereeniging, Welkom, Westonaria, that portion of the Magisterial District of Kempton Park which prior to the publication of Government Notice 556 of 29 March 1956, fell within the Magisterial Districts of Benoni, Boksburg, Germiston and Johannesburg, that portion of the Magisterial District of Virginia which prior to the publication of Government Notice 396 of 13 March 1959, fell within the Magisterial District of Ventersburg, that portion of the Magisterial District of Wesselsbron which prior to the publication of Government Notice 509 of 19 March 1954, fell within the Magisterial District of Odendaalsrus and that portion of the Magisterial District of Hennenman which prior to the publication of Government Notice 790 of 30 May 1963, fell with the Magisterial District of Ventersburg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan (excluding those portions of the Magisterial Districts of Boksburg and Brakpan which prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg and excluding that portion of the Magisterial District of Brakpan which prior to the publication of Government Notice 498 of 1 April 1966, fell within the Magisterial District of Nigel), Delmas, Germiston, Johannesburg, Krugersdorp (including that portion of the Magisterial District of Koster which prior to the publication of Government Notice 1105 of 26 July 1963, fell within the Magisterial District of Randfontein but excluding the farms Moadowns 1, Holfontein 17, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Ventersburg, Vereeniging, Welkom, Westonaria, that portion of the Magisterial District of Kempton Park which prior to the publication of Government Notice 556 of 29 March 1956, fell within the Magisterial Districts of Benoni, Boksburg, Germiston and Johannesburg, that portion of the Magisterial District of Virginia which prior to the publication of Government Notice 396 of 13 March 1959, fell within the Magisterial District of Ventersburg, that portion of the Magisterial District of Wesselsbron which prior to the publication of Government Notice 509 of 19 March 1954, fell within the Magisterial District of Odendaalsrus and that portion of the Magisterial District of Hennenman which prior to the publication of Government Notice 790 of 30 May 1963, fell within the Magisterial District of Ventersburg and from the second Monday after the date of publication of this notice and for the period ending six months from the said Monday, the provisions of the said Agreement excluding those contained in clauses 1 (1) and (3), 8 (6) (b), 15, 16, 17 and 23, shall *mutatis mutandis* be binding upon all Bantu employed in the said Undertaking by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,  
Minister of Labour.























(5) *Belegging van fondse.*—Alle geld wat aan die Skema behoort en wat nie vir onmiddellike behoeftes nodig is nie, kan van tyd tot tyd in Staatseffekte of in geregistreerde banke en bouverenigings deur die Raad belê word in die kredit van die Skema.

(6) Die Raad moet 'n openbare rekenmeester, wie se honorarium deur die Raad vasgestel moet word, jaarliks aanstel om die rekenings van die Skema minstens een maal per jaar te ouditeer en 'n staat op te stel wat die volgende toon:

Alle geld ontvang en alle uitgawes aangegaan onder alle hoofde gedurende die 12 maande geëindig 31 Desember die vorige jaar, tesame met 'n balansstaat wat die bates en laste van genoemde Skema op daardie datum toon. Die geouditeerde staat en balansstaat, medeonderteken deur die Voorsitter van die Raad, tesame met enige verslag daaroor deur die ouditeurs, moet in die kantoor van die Raad ter insae lê, en juiste kopieë daarvan moet binne drie maande na die sluiting van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid gestuur word.

7 (a) Indien hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan weens tydverloop of om 'n ander rede verval en 'n latere ooreenkoms wat vir die voortsetting van die Skema voorseening maak, nie binne 'n tydperk van 12 maande vanaf die datum van sodanige verval aangegaan word nie of indien die fondse van die Skema nie binne sodanige tydperk oorgedra word nie aan 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Skemafonds gestig is, moet die Skemafonds gelikwdeer word. Die Skemafonds moet gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit na 'n ander fonds soos hierbo bedoel, oorgedra of by 'n latere ooreenkoms voortgesit word, deur die Raad geadministreer word.

(b) Ingeval die Raad ontbind of ophou om te funksioneer gedurende die geldigheidstermyn van hierdie Ooreenkoms, kan die Registrateur 'n komitee wat uit ewe veel verteenwoordigers van die werkgewers en die werknemers in die onderneming bestaan, aanstel om die fonds te administreer.

Die Registrateur kan vakature wat in die Komitee ontstaan, vul uit die gelede van die werkgewers of die werknemers in die onderneming, na gelang van die geval. Indien die Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer, kan die Registrateur 'n trustee of trustees aanstel om die fonds te administreer. Die Komitee of trustees wat aldus aangestel is, is vir die toepassing van hierdie klousule beklee met die bevoegdheide wat by die Raad berus. As daar geen Raad bestaan nie, moet die fonds by verstryking van hierdie Ooreenkoms gelikwdeer en alle onbestede bedrae ooreenkombig paragraaf (c) van hierdie subklousule behandel word.

(c) By die likwidasie van die Skemafonds ingevolge paragraaf (a) of (b) van hierdie subklousule, moet die geld wat in die kredit van die Skemafonds staan nadat alle eise teen die Skema fonds, met inbegrip van die administrasie- en likwidasiekoste, betaal is, in die algemene fondse van die Raad gestort word, en as die sake van die Raad by sodanige likwidasie alreeds afgewinkel en sy bates verdeel is, moet die geld wat in die kredit van die Skemafonds staan, ingevolge artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

## 20. BEËINDIGING VAN DIENSKONTRAK

(1) Ingeval diens gedurende die eerste drie maande diens beëindig word, mag 'n werkewer of werknemer (uitgesonderd 'n los werknemer) die dienskontrak beëindig deur minstens 24 uur kennis te gee, of in plaas daarvan 'n bedrag te betaal of te verbeur wat gelykstaan aan die loon vir nege (9) uur.

(2) Ingeval diens na die eerste drie maande diens beëindig word, moet 'n werkewer of werknemer (uitgesonderd 'n los werknemer) die dienskontrak beëindig deur skriftelik minstens een week kennis te gee in 'n vorm wat die Raad vir hierdie doel voorskryf, of in plaas daarvan 'n bedrag te betaal of te verbeur wat gelyk is aan die weekloon wat sodanige werknemer ontvang het gedurende die week wat sodanige diensbeëindiging onmiddellik voorafgaan.

(3) Niks wat in subklousules (1) en (2) vervat is, raak die volgende nie:

(a) Die reg van 'n werkewer of werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;

(b) enige ooreenkoms tussen 'n werkewer en 'n werknemer waarin daar voorsiening gemaak word vir 'n kennisgewingstydperk van gelyke duur vir albei partye en vir langer as 24 uur of een week; na gelang van die geval; met dien verstande dat indien 'n ooreenkoms ingevolge hiervan aangegaan is, die betaling van verbeuring in plaas van kennisgewing in verhouding moet wees tot die tydperk van kennisgewing waaraan daar ooreengekom is.

(5) *Investment of Funds.*—Any moneys belonging to the Scheme and not required for immediate needs may be invested for the credit of the Scheme by the Council, from time to time, in Government Securities or with registered banks and building societies.

(6) A public accountant whose fees shall be fixed by the Council shall be appointed annually by the Council and shall audit the accounts of the Scheme at least once a year and prepare a statement showing—

all moneys received and expenditure incurred under all headings during the 12 months ended 31 December preceding, together with a balance sheet showing the assets and liabilities of the Scheme as at that date. The audited statement and balance sheet, countersigned by the Chairman of the Council together with any report made thereon by the auditors, shall lie for inspection at the office of the Council and true copies thereof shall be transmitted to the Secretary for Labour within three months of the close of the period covered thereby.

7. (a) In the event of the expiry of this Agreement or any extension or renewal thereof by effluxion of time or any other cause and a subsequent agreement providing for the continuation of the Scheme not being negotiated within a period of 12 months from the date of such expiry or the Scheme funds not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original Scheme fund was created, the Scheme fund shall be liquidated. The Scheme fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement be administered by the Council.

(b) In the event of dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Registrar may appoint a committee consisting of an equal number of representatives of employers and employees in the Undertaking for the purpose of administering the fund.

Any vacancies occurring on the Committee may be filled by the Registrar from amongst employers or employees in the Undertaking as the case may be. Where the Committee is unable or unwilling to discharge its duties the Registrar may appoint a trustee(s) to administer the fund. The Committee or trustees so appointed shall have the powers vested in the Council for the purpose of this clause. If there is no Council in existence the Scheme fund shall upon the expiration of this Agreement be liquidated and any unexpended amount disposed of in accordance with paragraph (c) of this subclause.

(c) Upon liquidation of the Scheme fund in terms of paragraph (a) or (b) of this subclause the moneys remaining to the credit of the Scheme fund shall, after payment of all claims against the Scheme fund, including administration and liquidation expenses, be paid into the general funds of the Council and if upon such liquidation the affairs of the Council have already been wound up and its assets distributed the moneys remaining to the credit of the Scheme fund shall be distributed in terms of section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

## 20. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) In the event of termination of employment during the first three months of service an employer or employee (other than a casual employee) may terminate the contract of employment by giving not less than 24 hours' notice or shall pay or forfeit in lieu thereof an amount equal to nine (9) hours' wages.

(2) In the event of termination of employment after the first three months of service an employer or employee (other than a casual employee) shall terminate the contract of employment by giving not less than one weeks' notice in writing, in a form prescribed for this purpose by the Council, or shall pay or forfeit in lieu thereof an amount equal to the weekly wage which such employee was receiving during the week immediately preceding such termination.

(3) Nothing contained in subclause (1) and (2) shall effect—

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

(b) any agreement between an employer and employee which provides for a period of notice of equal duration on both sides and for longer than 24 hours or one week, as the case may be; provided that if an agreement has been entered into in terms hereof the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.



**INHOUD**

No.	BLADSY
<b>Arbeid, Departement van</b> <b>GOEWERMENTSKENNISGEWING</b>	
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