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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 676

11 April 1975

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, 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, with effect from 1 May 1975 and for the period ending 30 April 1978, upon the employer's organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(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 (3), 8 (6) (b), 18, 19, 20 and 25, shall be binding, with effect from 1 May 1975 and for the period ending 30 April 1978, 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 areas specified in clause 1 (1) (b) of the Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the Agreement and with effect from 1 May 1975 and for the period ending 30 April 1978, the provisions of the Agreement, excluding those contained in clauses 1 (1) (a) and (3), 8 (6) (b), 18, 19, 20 and 25, 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.

34462—A

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 676

11 April 1975

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, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Motorvervoeronderneming (Goedere) betrekking het, met ingang van 1 Mei 1975 en vir die tydperk wat op 30 April 1978 eindig, bindend is vir die werkgewers-organisasie en die vakverenigings wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings 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 (3), 8 (6) (b), 18, 19, 20 en 25, met ingang van 1 Mei 1975 en vir die tydperk wat op 30 April 1978 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 gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en (3), 8 (6) (b), 18, 19, 20 en 25, met ingang van 1 Mei 1975 en vir die tydperk wat op 30 April 1978 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Onderneming by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

4661—1

SCHEDULE

INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS)

AGREEMENT

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

Motor Transport Owners' Association of South Africa
(hereinafter referred to as the "employers' organisation"), of the one part, and the

Motor Transport Workers' Union (South Africa)
and the

Transport Workers' Union (Coloured and Asian)
(hereinafter referred to as the "trade unions"), of the other part, being the parties to the Industrial Council for the Motor Transport Undertaking (Goods).

1. SCOPE OF APPLICATION AND PERIOD OF OPERATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Motor Transport Undertaking (Goods)—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, who are engaged or employed therein;

(b) 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 those portions of the Magisterial District of Brakpan which, prior to 1 April 1966 and 1 July 1972 (Government Notices 498 and 871 of 1 April 1966 and 26 May 1972, respectively) fell within the Magisterial District of Nigel], Delmas, Germiston, Johannesburg, Kempton Park [excluding those portions which, prior to 29 March 1956 and 1 November 1970 (Government Notices 556 and 1618 of 29 March 1956 and 2 October 1970, respectively), fell within the Magisterial District of Pretoria], Krugersdorp [including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972, respectively (Government Notices 1105 of 26 July 1963 and 872 of 26 May 1972), fell within the Magisterial District of Krugersdorp], Oberholzer, Odendaalsrus, Randburg (excluding that portion which, prior to the publication of Government Notice 2152 of 22 November 1974, fell within the Magisterial District of Pretoria), 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 (excluding that portion which, prior to the publication of Government Notice 2 of 5 January 1973, fell within the Magisterial District of Virginia), Westonaria, in 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, in 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 in 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.

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

(3) This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Act, and shall remain in operation for three years or for such period as may be determined by him.

2. DEFINITIONS

(1) Unless the contrary intention appears, any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meanings as in that Act, and any reference to an Act shall include any amendment to such Act, and, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"Area A" means that part of the area prescribed in clause 1 (1)

(b) which falls within the Province of the Transvaal;

"Area B" means that part of the area prescribed in clause 1 (1)

(b) which falls within the Province of the Orange Free State;

"articulated unit" means a motor vehicle coupled to and/or hauling one or more trailers;

BYLAE

NYWERHEIDSRAAD VIR DIE MOTORVERVOERONDERNEMING (GOEDERE)

OOREENKOMS

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

Motor Transport Owners' Association of South Africa
(hierna die "werkgewersorganisasie" genoem), aan die een kant, en die

Motor Transport Worker's Union (South Africa)
en die

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

1. TOEPASSINGSBESTEK EN GELDIGHEIDSDUUR VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Motorvervoeronderneming (Goedere) nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakverenigings is, wat by bogenoemde Onderneming betrokke of daarin werksaam is;

(b) in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan [uitgesonderd daardie gedeeltes van die landdrosdistrikte Boksburg en Brakpan wat voor die publikasie van Goewermentskennissgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het, en uitgesonderd daardie gedeeltes van die landdrosdistrik Brakpan wat voor 1 April 1966 en 1 Julie 1972 (Goewermentskennissgewings 498 en 871 van onderskeidelik 1 April 1966 en 26 Mei 1972) binne die landdrosdistrik Nigel geval het], Delmas, Germiston, Johannesburg, Kempton Park [uitgesonderd daardie gedeeltes wat voor 29 Maart 1956 en 1 November 1970 (Goewermentskennissgewings 556 en 1618 van onderskeidelik 29 Maart 1956 en 2 Oktober 1970) binne die landdrosdistrik Pretoria geval het], Krugersdorp [met inbegrip van daardie gedeeltes van die landdrosdistrikte Koster en Brits wat voor onderskeidelik 26 Julie 1963 en 1 Junie 1972 (Goewermentskennissgewings 1105 van 26 Julie 1963 en 872 van 26 Mei 1972) binne die landdrosdistrik Krugersdorp geval het], Oberholzer, Odendaalsrus, Randburg [uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennissgewing 2152 van 22 November 1974 binne die landdrosdistrik Pretoria geval het], Randfontein (met inbegrip van daardie gedeelte van die landdrosdistrik Koster wat voor die publikasie van Goewermentskennissgewing 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 (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennissgewing 2 van 5 Januarie 1973 binne die landdrosdistrik Virginia geval het), Westonaria, in daardie gedeelte van die landdrosdistrik Virginia, wat voor die publikasie van Goewermentskennissgewing 396 van 13 Maart 1959 binne die landdrosdistrik Ventersburg geval het, in daardie gedeelte van die landdrosdistrik Wesselsbron wat voor die publikasie van Goewermentskennissgewing 509 van 19 Maart 1954 binne die landdrosdistrik Odendaalsrus geval het en in daardie gedeelte van die landdrosdistrik Hennenman wat voor die publikasie van Goewermentskennissgewing 790 van 30 Mei 1963 binne die landdrosdistrik Ventersburg geval het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, en op die werkgewers van sodanige werknemers.

(3) Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel, en bly drie jaar lank van krag of vir dié tydperk wat die Minister kan bepaal.

2. WOORDOMSKRYWING

(1) Tensy die teenoorgestelde blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, dieselfde betekenis as in dié Wet, en waar van 'n Wet melding gemaak word, omvat dit alle wysigings van dié Wet; en tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"Gebied A" daardie gedeelte van die gebied in klousule 1 (1)

(b) voorgeskryf wat in die provinsie Transvaal val;

"Gebied B" daardie deel van die gebied in klousule 1 (1) (b)

voorgeskryf wat in die provinsie die Oranje-Vrystaat val;

"geartikuleerde eenheid" 'n motorvoertuig wat aan een of meer sleepwaens gekoppel is en/of dit trek;

"casual employee" means a driver or labourer who is employed by the same employer on not more than three days in any one week;

"Council" means the Industrial Council for the Motor Transport Undertaking (Goods);

"driver" shall in respect of a motor vehicle mean the person having the control thereof and who shall, if required to do so by his employer, perform any other duty, including running repairs: Provided that no driver shall be required to load or off-load goods manually;

"essential services" means any work which, owing to unforeseen causes such as fire, storm, accident, act of violence or theft must be done without delay and work essential for the maintenance of light, power, water, sanitary and telephone services; the transportation of machinery or any other thing to prevent any serious dislocation in any trade, industry or undertaking, including transportation for the Police or for purposes of national defence;

"establishment" means any premises in or in connection with which one or more employees are employed in the Motor Transport Undertaking (Goods);

"extra heavy motor vehicle" means a motor vehicle which is used for the conveyance of goods the gross vehicle mass of which exceeds 16 000 kg;

"goods" means any moveable property;

"gross vehicle mass", in relation to a motor vehicle, means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority having jurisdiction;

"heavy motor vehicle" means a motor vehicle which is used for the conveyance of goods the gross vehicle mass of which exceeds 9 000 kg but not 16 000 kg;

"hourly rate" means the prescribed weekly wage divided by 48;

"hours of work" includes all periods of driving and any time spent by a driver or a labourer on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work when required to do so but does not include any meal interval as prescribed in clause 10 (5) or any period in respect of which subsistence allowance is payable to an employee, in terms of clause 6, if during such interval or period the employee does not work other than remaining in charge of the vehicle and its load, if any, or guarding the vehicle and the load, if any;

"labourer" means an employee other than a driver, who is engaged in one or more of the following operations:

(a) In attendance of or accompanying a motor vehicle on its journeys;

(b) loading or unloading goods;

(c) carrying or stacking goods;

(d) opening or closing or nailing up or sewing up or marking packing cases or bales or other containers of goods or generally parcelling, wrapping and tying goods;

(e) cleaning premises, vehicles or machinery;

(f) performing under supervision any other work pertaining to a motor vehicle, except driving;

"light motor vehicle" means a motor vehicle which is used for the conveyance of goods the gross vehicle mass of which does not exceed 3 500 kg;

"medium motor vehicle" means a motor vehicle which is used for the conveyance of goods the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg;

"Motor Transport Undertaking" or "Undertaking" means the Undertaking in which employers and employees are associated for the transportation of goods by means of motor transport for hire or reward;

"motor vehicle" means any power driven vehicle, designed or adapted for the conveyance of goods;

"owner-driver" means an employer who is the owner or part owner of and who himself drives a motor vehicle in transporting goods for hire or reward;

"running repairs" means repairs to a vehicle and its component parts which can be effected by the driver and labourer(s) with tools normally carried on a vehicle for such purpose, external adjustment of brakes, but shall not include major mechanical repairs such as dismantling of engines or other skilled work usually done by mechanics;

"shift" means any consecutive period of work, subject to the provisions of clause 10 (1) of this Agreement, in the course of a working day which has been set by the employers for the execution of all work activities delegated to an employee, but will not be deemed to include any period of overtime as defined in clause 10 (2) of this Agreement: Provided that each paid public holiday, each Sunday on which an employee is required to work or each working day of absence on leave or sick leave as prescribed in this Agreement, shall be computed as one shift per day;

"los werknemer" 'n drywer of arbeider wat hoogstens drie dae in 'n bepaalde week by dieselfde werkgewer in diens is;

"Raad" die Nywerheidsraad vir die Motorvervoeronderneming (Goedere);

"drywer", in verband met 'n motorvoertuig, die persoon wat in beheer daarvan is en wat, as sy werkgewer dit van hom vereis, enige ander werk moet doen, met inbegrip van handherstelwerkies: Met dien verstande dat van geen drywer vereis moet word om goedere met die hand op of af te laai nie;

"noodsaaklike dienste" werk wat weens onvoorsiene oorsake soos 'n brand, storm, ongeluk, geweld daad of diefstal, sonder versum verrig moet word en noodsaaklike werk vir die instandhouding van lig-, krag-, water-, gesondheids- en telefoondienste; die vervoer van masjinerie of enigiets anders om ernstige ontwrigting van 'n bedryf, nywerheid of onderneming te voorkom, met inbegrip van die vervoer van Polisie of vir doeleindes van landsverdediging;

"bedryfsinrigting" enige perseel waarin of in verband waarmee een of meer werknemers werksaam is in die Motorvervoeronderneming (Goedere);

"ekstra swaar motorvoertuig" 'n motorvoertuig wat gebruik word vir die vervoer van goedere en waarvan die bruto voertuigmassa meer as 16 000 kg is;

"goedere" enige roerende eiendom;

"bruto voertuigmassa", met betrekking tot 'n motorvoertuig, die maksimum massa van sodanige voertuig en sy vrag soos deur die vervaardiger gespesifiseer of, by ontstentenis van sodanige spesifikasie, soos bepaal deur die owerheid met regsbevoegdheid wat dit registreer;

"swaar motorvoertuig" 'n motorvoertuig wat gebruik word vir die vervoer van goedere en waarvan die bruto voertuigmassa meer as 9 000 kg maar onder 16 000 kg is;

"uurloon" die voorgeskrewe weekloon gedeel deur 48;

"werkure" ook alle tye wat daar gedryf word en alle tyd deur 'n drywer of arbeider bestee aan werk in verband met die voertuig of die vrag en alle tye waarin hy verplig is om op sy pos te wees gereed om te werk wanneer dit van hom vereis word, maar nie ook etenspouses wat in klousule 10 (5) voorgeskryf word nie, en nie ook tye ten opsigte waarvan 'n verblyf-toelae aan 'n werknemer kragtens klousule 6 betaalbaar is nie as die werknemer gedurende sodanige pouse of tyd nie werk nie, behalwe om in beheer van die voertuig of sy vrag (as daar 'n vrag is) te bly of die voertuig en die vrag (as daar 'n vrag is) te bewaak;

"arbeider" 'n werknemer, uitgesonderd 'n drywer, wat een of meer van die volgende werksaamhede verrig:

(a) Op 'n motorvoertuig werk of dit op sy ritte vergesel;

(b) goedere op- of aflaai;

(c) goedere dra of opstapel;

(d) pakkiste of bale of ander goederehouers oop- of toemaak of toespyker of toewerk of merk, of in die algemeen goedere in pakkies opmaak, toedraai en vasmaak;

(e) persele, voertuie of masjinerie skoonmaak;

(f) onder toesig enige ander werk in verband met 'n motorvoertuig verrig, maar nie die voertuig dryf nie;

"ligte motorvoertuig" 'n motorvoertuig wat gebruik word vir die vervoer van goedere en waarvan die bruto voertuigmassa hoogstens 3 500 kg is;

"medium motorvoertuig" 'n motorvoertuig wat gebruik word vir die vervoer van goedere en waarvan die bruto voertuigmassa meer as 3 500 kg maar onder 9 000 kg is;

"Motorvervoeronderneming" of "Onderneming" die onderneming waarin werkgewers en werknemers met mekaar geassosieer is vir die vervoer van goedere, teen verhuur of beloning, deur middel van motorvervoer;

"motorvoertuig" enige krag aangedrewe voertuig wat ontwerp of aangepas is vir die vervoer van goedere;

"eienaar-drywer" 'n werkgewer wat die eienaar of mede-eienaar van 'n motorvoertuig is en wat self 'n motorvoertuig dryf wat vir die vervoer van goedere teen verhuur of beloning gebruik word;

"handherstelwerkies" herstelwerk aan 'n voertuig en sy onderdele wat deur die drywer en arbeider(s) verrig kan word met die gereedskap wat gewoonlik vir sulke doeleindes op die voertuig saamgeneem word, en ook uitwendige verstelling van remme, maar nie ook belangrike meganiese herstelwerk soos die uitmekaarhaal van enjins, of ander geskoolde werk wat gewoonlik deur werktuigkundiges verrig word nie;

"skof" enige ononderbroke werkdag, behoudens klousule 10 (1) van hierdie Ooreenkoms, in die loop van 'n werkdag wat deur die werkgewers bepaal is vir die verrigting van alle werksaamhede wat aan 'n werknemer opgedra word, maar moet nie geag word in te sluit enige tydperk van oortydwerk soos omskryf in klousule 10 (2) van hierdie Ooreenkoms nie: Met dien verstande dat elke openbare feesdag met besoldiging, elke Sondag waarop daar van 'n werknemer vereis word om te werk of elke werkdag afwesigheid met vakansieverlof of siekteverlof soos in hierdie Ooreenkoms voorgeskryf, as een skof per dag gereken moet word: Voorts met dien verstande dat waar daar

Provided further that where an employee is required to work on a Saturday or works in time to gain a free Saturday each three-hour period so worked shall be computed as one-half of a shift;

"tractor" means a motor vehicle designed or adapted mainly for drawing other vehicles and not to carry any load thereon;

"trailer" means any vehicle which is not self-propelled and which is designed or adapted to be drawn by a motor vehicle, and includes a semi-trailer;

"truck tractor" means a motor vehicle designed or adapted for drawing other vehicles and not to carry any load other than that imposed by a semi-trailer or by ballast;

"wage" means the amount of money payable to an employee in terms of clause 4 in respect of his ordinary hours of work as prescribed in clause 10 (1): Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, it means such higher amount; Provided further that for the purposes of calculating ordinary hourly pay rates, public holiday and Sunday rates, no increment paid in excess of that prescribed in clause 4 (3) and which is recorded separately in the wage register shall be so construed as to mean that it forms part of such higher amount or wage paid regularly;

"wage register" means the record required to be kept by employers in terms of clause 22 of this Agreement;

"year" in respect of a driver or a labourer, means any period of employment in the Undertaking extending in the case of a five-day week employee over a period of 252 completed shifts and in the case of a six-day week employee over a period of 264 shifts, and for the purposes of this definition;

"employment" shall have the same meaning as in clause 13 (5) of this Agreement.

(2) The Council shall be the body responsible for the administration of this Agreement and may issue interpretations and rulings not inconsistent with the provisions thereof or of the Act, for the guidance of employers and employees.

3. REGISTRATION OF AND PARTICULARS TO BE FURNISHED BY EMPLOYERS

(1) Every employer or owner driver, who has not already done so in pursuance of a previous agreement of the Council, and every employer or owner driver who enters the Undertaking, shall within one month of the date of coming into operation of this Agreement or within one month of entering the Undertaking as the case may be, furnish the Council with a statement in the form of Annexure A.1, prescribed for this purpose by the Council, indicating—

(a) his full name and the names of any partners and the name under which his business is carried on together with his business address;

(b) the names, identification numbers and addresses of all his drivers;

(c) the number of motor vehicles used in his business together with their registration numbers, and the registered gross vehicle mass of each vehicle.

(2) If the Council has reason to believe that the gross vehicle mass is not correctly registered the Council shall require the owner of such vehicle to present such vehicle at such place as the Council may decide, for the purpose of ascertaining its correct gross vehicle mass.

(3) On receipt of the particulars referred to in subclause (1) the Council shall issue to the employer a certificate of registration in the form of Annexure A.2.

(4) Every registered employer shall notify the Council within 30 days, in writing, of any changes in the particulars furnished by him on registration.

(5) Whenever an employer engages or dismisses a driver or whenever a driver leaves the service of an employer such employer shall notify the Council accordingly, in writing, in the form of Annexure E.1 or E.2 on or before the 15th of the next succeeding month.

(6) (a) An employer shall upon the termination of the contract of employment of any of his drivers, other than a casual driver, furnish such driver with a certificate of service, in the form of Annexure B.

(b) A copy of this certificate shall be forwarded by the employer to the Council within 24 hours of the termination of the driver's contract of employment.

(7) No employer shall engage any new driver who cannot produce a certificate of service from his previous employer, unless such driver is entering the Undertaking for the first time,

van 'n werknemer vereis word om op 'n Saterdag te werk of hy tyd "inwerk" ten einde 'n Saterdag diensvry te kry, elke drie-uurtjedyperk aldus gewerk as helfte van 'n skof gereken moet word;

"trekker" 'n motorvoertuig wat ontwerp of aangepas is hoofsaaklik om ander voertuie te trek en nie om enige vrag op hom te dra nie;

"sleepwa" enige voertuig wat nie self-aangedrewe is nie en wat ontwerp of aangepas is om deur 'n motorvoertuig getrek te word en omvat dit 'n leunwa;

"voorspanmotor" 'n motorvoertuig wat ontwerp of aangepas is om ander voertuie te trek en nie om enige vrag op hom te dra nie, uitgesonderd dié wat deur 'n leunwa of deur ballas op hom geplaas word;

"loon" die geldbedrag wat ingevolge klousule 4 aan die werknemer betaalbaar is ten opsigte van sy gewone werkure in klousule 10 (1) voorgeskryf: Met dien verstande dat as 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n bedrag betaal wat hoër is as dié wat in klousule 4 voorgeskryf word, dié sodanige hoër bedrag beteken: Voorts met dien verstande dat, vir die berekening van gewone uurlone en lone op openbare feesdae en Sondae, geen verhoging wat betaal word wat hoër is as dié wat in klousule 4 (3) voorgeskryf word en afsonderlik in die loonregister aangeteken is, so uitgelê moet word dat dit beteken dat dit deel uitmaak van sodanige hoër bedrag of loon wat gereeld betaal word nie;

"loonregister" die register wat kragtens klousule 22 van hierdie Ooreenkoms deur 'n werkgewer bygehou moet word;

"jaar" ten opsigte van 'n drywer of 'n arbeider, enige tydperk van diens in die Onderneming wat strek—in die geval van 'n werknemer wat vyf dae per week werk, oor 'n tydperk van 252 voltooië skofte; en in die geval van 'n werknemer wat ses dae per week werk, oor 'n tydperk van 264 skofte, en vir die doeleindes van hierdie woordskrywing beteken;

"diens" dieselfde as in klousule 13 (5) van hierdie Ooreenkoms.

(2) Die Raad moet die liggaam wees wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is en kan dit vir die leiding van werkgewers en werknemers uitlê en beslissings daaroor vel wat nie met die bepalinge daarvan of met die Wet onbestaanbaar is nie.

3. REGISTRASIE VAN WERKGEWERS EN BESONDERHEDE WAT DEUR HULLE VERSTREK MOET WORD

(1) elke werkgewer of eienaar-drywer wat dit nog nie ingevolge 'n vorige ooreenkoms van die Raad gedoen het nie, en elke werkgewer of eienaar-drywer wat tot die Onderneming toetree, moet binne een maand ná die inwerkingtreding van hierdie Ooreenkoms, of binne een maand nadat hy tot die Onderneming toetgetree het, na gelang van die geval, 'n opgaaf aan die Raad voorlê in die vorm van Aanhangsel A.1, wat die Raad vir dié doel voorskryf, waarin die volgende vermeld word:

(a) Sy naam voluit en die name van vennote (as daar is), en die naam waaronder sy besigheid gedryf word, saam met sy besigheidsadres;

(b) die name, persoonsnommers en adresse van al sy drywers;

(c) die getal motorvoertuie wat in verband met sy besigheid gebruik word, saam met die registrasienuommers en die geregistreerde bruto voertuigmassa van elke voertuig.

(2) As die Raad rede het om te glo dat die bruto voertuigmassa nie korrek geregistreer is nie, moet die Raad die eienaar van sodanige voertuig aansê om genoemde voertuig na dié plek waaroor die Raad mag besluit, te bring ten einde die korrekte bruto voertuigmassa daarvan te bepaal.

(3) By ontvangs van die besonderhede is subklousule (1) gemeld, moet die Raad 'n registrasiesertifikaat in die vorm van Aanhangsel A.2. aan die werkgewer uitreik.

(4) Elke geregistreerde werkgewer moet die Raad binne 30 dae skriftelik in kennis stel van alle veranderings in die besonderhede wat hy by registrasie verstrek het.

(5) Wanneer 'n werkgewer 'n drywer in diens neem of ontslaan of wanneer 'n drywer 'n werkgewer se diens verlaat, moet sodanige werkgewer die Raad voor of op die 15de dag van die eersvolgende maand dienoreenkomsstig skriftelik in kennis stel in die vorm van Aanhangsel E.1. of E.2.

(6) (a) By beëindiging van die dienskontrak van enigeen van sy drywers, uitgesonderd 'n los drywer, moet 'n werkgewer 'n dienssertifikaat aan sodanige drywer uitreik in die vorm van Aanhangsel B.

(b) Die werkgewer moet 'n afskrif van hierdie sertifikaat binne 24 uur ná beëindiging van die drywer se dienskontrak aan die Raad stuur.

(7) Geen werkgewer mag 'n nuwe drywer wat nie 'n dienssertifikaat van sy vorige werkgewer kan voorlê, in diens neem nie, tensy sodanige drywer vir die eerste maal in die Onderneming begin werk.

(8) Other documents prescribed for use and referred to elsewhere in this Agreement shall be in the form of—

- (a) Annexure C—Wage Envelopes [clause 8 (3)];
- (b) Annexure D.1 or D.2—Logbook Sheets [clause 11 (1)];
- (c) Annexures E.1 and E.2—Monthly Assessment Returns [clauses 13, 14, 15, 16, 17 and 19];
- (d) Annexure F—Accrued Shift and Leave Pay Advice forms [clause 13 (1) (c)];
- (e) Annexure G—Leave Pay Advice / Payment Voucher [clause 13 (8) (a) (i)];
- (f) Annexure H—Notice of termination of services [clause 21 (2)].

4. WAGES

The minimum rate at which wages in respect of ordinary working hours shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:

	During the first year	During the second year	Thereafter
(1) Weekly wages in Area A for:	R	R	R
(a) Driver of a light motor vehicle.....	19,68	20,64	22,08
(b) Driver of a medium motor vehicle.....	31,68	33,26	35,04
(c) Driver of a heavy motor vehicle.....	37,44	39,36	41,28
(d) Driver of an extra heavy motor vehicle..	42,24	44,16	46,56
(e) Labourer.....	15,36	16,32	18,24
(2) Weekly wages in Area B for:			
(a) Driver of a light motor vehicle.....	18,72	—	—
(b) Driver of a medium motor vehicle.....	24,96	—	—
(c) Driver of a heavy motor vehicle.....	31,68	—	—
(d) Driver of an extra heavy motor vehicle..	34,08	—	—
(e) Labourer.....	12,00	—	12,96

(3) Every employer in Area A shall pay his driver who has completed 12 months of uninterrupted service since 10 March 1969 as driver with him, a weekly service increment of R2 in addition to the minimum rates of wages specified in subclauses (1) and (2) hereof.

(4) An employer shall pay a casual employee in respect of each day or part of a day worked not less than one-fifth of the weekly wage prescribed for an employee of his class.

(5) An employee, who at the date of coming into operation of this Agreement was in receipt of a rate of wages higher than that prescribed in this Agreement for an employee of his class, shall continue to receive such higher wages while employed by the same employer on the same work. The provisions of this subclause shall also apply in respect of any employee whose services are terminated by such employer subsequent to the date of commencement of this Agreement and who is re-engaged by such employer. For the purpose hereof "Agreement" shall include any amendments thereto.

(6) An employee shall not accept remuneration at rates less than the rates prescribed in this Agreement for an employee of his class.

5. PAYMENT FOR OVERTIME

(1) An employer shall pay an employee who works overtime at a rate not less than—

(a) in the case of a casual employee, one and a third times his prescribed basic wage in respect of the total period so worked by such employee on any day: Provided that all overtime in excess of 15 hours in any week shall be paid for at one and one half times his prescribed basic wage in respect of the total period so worked by such employee in any week;

(b) in the case of any other employee, one and a third times his prescribed basic wage in respect of the total period so worked by such employee in any week: Provided that all overtime in excess of 15 hours in any week shall be paid for at one and a half times his prescribed basic wage in respect of the total period so worked by such employee in any week.

(2) In all areas an employer shall pay his employee working overtime on essential services for each hour or part thereof at not less than double the employee's prescribed weekly wage divided by 48 in respect of overtime hours worked in excess of daily and/or weekly overtime prescribed in terms of this Agreement.

(8) Ander dokumente wat vir gebruik voorgeskryf en elders in hierdie Ooreenkoms vermeld word, moet in die vorm wees van—

- (a) Aanhangsel C—Loonkoevert [klousule 8 (3)];
- (b) Aanhangsel D.1. of D.2.—Logboekfolio's [klousule 11 (1)];
- (c) Aanhangsel E.1. en E.2.—Maandelikse Opgawes [klousules 13, 14, 15, 16, 17 en 19];
- (d) Aanhangsel F—Bewys vir Opgelope Skofte en Verlofsoldy [klousule 13 (1) (c)];
- (e) Aanhangsel G—Verlofsoldy: Bewys vir/Betalingsbewys-stuk [klousule 13 (8) (a) (i)];
- (f) Aanhangsel H—Kennis van Beëindiging van Dienskontrak [klousule 21 (2)].

4. LONE

'n Werkgewer moet ten opsigte van gewone werkure die volgende minimum lone aan elke lid van ondergenoemde klasse van sy werknemers betaal:

	Gedurende die eerste jaar	Gedurende die tweede jaar	Daarna
(1) Weklone in Gebied A vir:	R	R	R
(a) Drywer van 'n ligte motorvoertuig.....	19,68	20,64	22,08
(b) Drywer van 'n medium motorvoertuig.....	31,68	33,26	35,04
(c) Drywer van 'n swaar motorvoertuig.....	37,44	39,36	41,28
(d) Drywer van 'n ekstra swaar motorvoertuig..	42,24	44,16	46,56
(e) Arbeider.....	15,36	16,32	18,24
(2) Weklone in Gebied B vir:			
(a) Drywer van 'n ligte motorvoertuig.....	18,72	—	—
(b) Drywer van 'n medium motorvoertuig.....	24,96	—	—
(c) Drywer van 'n swaar motorvoertuig.....	31,68	—	—
(d) Drywer van 'n ekstra motorvoertuig.....	34,08	—	—
(e) Arbeider.....	12,00	—	12,96

(3) Elke werkgewer in Gebied A moet sy drywer wat 12 maande ononderbroke diens sedert 10 Maart 1969 as drywer by hom voltooi het, 'n weeklikse diensverhoging van R2 betaal, benewens die minimum loon wat in subklousules (1) en (2) hier- van gespesifiseer word.

(4) 'n Werkgewer moet 'n los werknemer ten opsigte van elke dag of gedeelte van 'n dag gewerk, minstens een- vyfde van die weekloon betaal wat vir 'n werknemer van sy klas voorgeskryf word.

(5) 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang het as dié wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy in dieselfde werkgewer se diens is en dieselfde werk verrig. Hierdie subklousule is ook van toepassing op enige werknemer wie se dienste deur sodanige werkgewer beëindig word ná die aanvangs- datum van hierdie Ooreenkoms en wat weer deur sodanige werk- gewer in diens geneem word. Vir hierdie doel sluit "Ooreenkoms" alle wysigings daarvan in.

(6) 'n Werknemer mag nie laer besoldiging as die besoldiging wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voor- geskryf word, aanneem nie.

5. BETALING VIR OORTYDWERK

(1) 'n Werkgewer moet 'n werknemer wat oortydwerk verrig, betaal teen 'n skaal van minstens—

(a) in die geval van 'n los werknemer, een en 'n derde maal sy voorgeskrywe basiese loon ten opsigte van die hele tydperk wat sodanige werknemer aldus op 'n bepaalde dag werk: Met dien verstande dat alle oortyd wat 15 uur in enige week oorskry, betaal moet word teen een en 'n half maal die voorge- skrewe basiese loon ten opsigte van die hele tydperk wat soda- nige werknemer aldus in 'n bepaalde week gewerk het.

(b) in die geval van enige ander werknemer, een en 'n derde maal sy voorgeskrywe basiese loon ten opsigte van die hele tydperk wat sodanige werknemer aldus in 'n bepaalde week werk: Met dien verstande dat alle oortyd wat 15 uur in enige week oorskry, betaal moet word teen een en 'n half maal die voorgeskrewe basiese loon ten opsigte van die hele tydperk wat sodanige werknemer aldus in 'n bepaalde week gewerk het.

(2) In alle gebiede moet 'n werkgewer sy werknemer wat oor- tydwerk aan noodsaaklike dienste verrig, vir elke uur of gedeelte daarvan besoldig teen minstens dubbel die werknemer se voor- geskrewe weekloon gedeel deur 48 ten opsigte van oortydure gewerk bo die daaglikse en/of weeklikse oortydure in hierdie Ooreenkoms voorgeskryf.

6. SUBSISTENCE ALLOWANCE

(1) An employer shall, in addition to any other remuneration due, pay his employee who, on any journey undertaken in the performance of his duties, is absent from his place of residence and his employer's establishment for any period extending over one or more nights a subsistence allowance of not less than—

(a) in the case of a driver—	R
(i) for each night of such absence within the borders of the Republic.....	5,00
(ii) for each night of such absence outside the borders of the Republic.....	7,00
(b) in the case of a labourer—	
(i) for each night of such absence within the borders of the Republic.....	2,00
(ii) for each night of such absence outside the borders of the Republic.....	2,50

(c) For the purposes of this subclause "night" means the period between 11 o'clock p.m. and 4 o'clock a.m.

(2) The Council shall, on application, favourably consider giving exemption to an employer who provides a proper bed in a room or hotel permitting him to deduct R1 from the nightly allowance provided for drivers.

(3) *Board and lodging.*—When an employee agrees or is required under the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder, may be made from his remuneration:

	Per week	Per month
	R	R
(i) Board.....	0,80	3,47
(ii) Lodging.....	0,40	1,73
(iii) Board and lodging.....	1,20	5,20

7. SUNDAY AND PUBLIC HOLIDAY PAY

When an employee is required to work on a Sunday or public holiday specified in clause 12 of this Agreement, he shall be paid at not less than double the hourly rate prescribed for his class: Provided that he shall be paid for a minimum of eight hours whether he has worked eight hours or less.

8. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Remuneration shall be paid by the employer weekly in cash not later than Friday or on the termination of service, and not later than 20 minutes after completion of the day's work.

(2) *Casual employees.*—An employer shall pay a casual employee his remuneration in cash immediately on termination of his contract of employment.

(3) *Method of payment.*—(a) An employer shall hand remuneration to the employee in a sealed envelope, setting out thereon full details in the form prescribed by the Council for this purpose.

(b) All queries regarding particulars on the envelope or of the amount enclosed must be made at the time of payment to the person paying out or alternatively to the Council within seven days of the date of payment.

(4) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly in respect of the employment or training of an employee: Provided that this clause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(5) *Purchase of goods.*—An employer shall not require his employee to purchase any goods from him or any shop or person nominated by him.

(6) *Fines and deductions.*—An employer shall not levy any fines against any employee, nor shall he make any deductions from his employee's remuneration other than the following:

(a) With the written consent of his employee, deductions for holiday, insurance, provident and/or pension funds;

(b) current trade union subscriptions as listed in this Agreement;

(c) when an employee absents himself from work otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of such absence;

(d) a deduction of any amount which an employer in terms of any Act or by order of any competent court is required or permitted to make.

For the purposes of this subclause, "Act" shall mean any act of Parliament or Provincial Ordinance, or any law or proclamation;

(e) subject to the consent of the Council, any amount advanced to an employee on his remuneration, and the cost of protective clothing or tools and equipment issued to him which he fails to return to his employer when called upon to do so: Provided that

6. VERBLYFTOELAE

(1) 'n Werkgewer moet, benewens enige ander besoldiging wat verskuldig is, aan sy werknemer wat, op 'n reis wat hy onderneem in die uitvoering van sy pligte, van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is vir 'n tydperk wat oor een of meer nagte strek, 'n verblyftoelae betaal van minstens—

(a) In die geval van 'n drywer—	R
(i) vir elke nag van sodanige afwesigheid binne die grense van die Republiek.....	5,00
(ii) vir elke nag van sodanige afwesigheid buite die grense van die Republiek.....	7,00
(b) In die geval van 'n arbeider—	
(i) vir elke nag van sodanige afwesigheid binne die grense van die Republiek.....	2,00
(ii) vir elke nag van sodanige afwesigheid buite die grense van die Republiek.....	2,50

(c) Vir die toepassing van hierdie subklousule beteken "nag" die tydperk tussen 11 nm. en 4 vm.

(2) Op aansoek moet die Raad dit gunstig oorweeg om vrystelling te verleen aan 'n werkgewer wat 'n behoorlike bed in 'n kamer of hotel verskaf, en dié vrystelling laat hom toe om R1 af te trek van die nagtoelae wat aan drywers betaal word.

(3) *Kos en inwoning.*—Wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om kos en/of inwoning van sy werkgewer aan te neem, kan 'n bedrag wat hoogstens die bedrae mag wees wat hieronder gemeld word, van sy besoldiging afgetrek word:

	Per week	Per maand
	R	R
(i) Kos.....	0,80	3,47
(ii) Inwoning.....	0,40	1,73
(iii) Kos en inwoning.....	1,20	5,20

7. BESOLDIGING VIR WERK OP SONDAE EN OPENBARE FEESDAE

Wanneer daar van 'n werknemer vereis word om te werk op 'n Sondag of openbare feesdag in klousule 12 van hierdie Ooreenkoms gespesifiseer, moet hy besoldig word teen minstens dubbel die uurloon wat vir sy klas voorgeskryf word: Met dien verstande dat hy vir 'n minimum van agt uur besoldig moet word, ongeag of hy agt uur gewerk het of nie.

8. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers.*—Die werkgewer moet besoldiging weekliks voor of op Vrydag of by diensbeëindiging, en hoogstens 20 minute ná voltooiing van die dag se werk, in kontant betaal.

(2) *Los werknemers.*—'n Werkgewer moet los werknemers se besoldiging onmiddellik ná beëindiging van hul dienskontrak in kontant aan hulle betaal.

(3) *Wyse van betaling.*—(a) 'n Werkgewer moet besoldiging aan die werknemer oorhandig in 'n verseëld kovert waarop volledige besonderhede aangeteken is in die vorm wat die Raad vir hierdie doel voorskryf.

(b) Alle navrae rakende besonderhede op die kovert of ingeslote bedrag moet ten tye van betaling aan die persoon wat uitbetaal, of so nie, binne sewe dae ná die datum van betaling aan die Raad gerig word.

(4) *Premies.*—'n Werkgewer mag nie regstreeks of onregstreeks 'n bedrag ten opsigte van diensverskaffing aan of opleiding van 'n werknemer betaal word of dit aanneem nie: Met dien verstande dat hierdie klousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe van die werkgewer regtens vereis word om by te dra.

(5) *Koop van goedere.*—'n Werkgewer mag nie van sy werknemer vereis om goedere van hom of van 'n winkel of persoon wat hy aanwys, te koop nie.

(6) *Boetes en aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes op of 'n bedrag van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:

(a) Met die skriftelike toestemming van sy werknemer, bedrae vir verlof-, versekerings-, voorsorg- en/of pensioenfondse;

(b) geldende vakverenigingsgedegeld soos in hierdie Ooreenkoms gemeld;

(c) as 'n werknemer van sy werk wegbly, behalwe op las of op versoek van sy werkgewer, 'n bedrag eweredig aan die duur van sodanige afwesigheid;

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

Vir die toepassing van hierdie subklousule beteken "Wet" enige Wet van die Parlement of 'n Provinsiale Ordonnansie of enige wet of proklamasie;

(e) behoudens toestemming van die Raad, enige bedrag wat aan die werknemer op sy besoldiging voorgeskiet is, asook die koste van beskermende klere of gereedskap of uitrusting wat aan hom uitgereik is, wat hy versuim om aan sy werkgewer terug

the Council, when considering any such claim for loss suffered by an employer, shall only consider tools and equipment to be those items specifically given to a driver which would remain in his possession at all times and include any other usual equipment carried on a vehicle in cases where it was fixed to or locked within the vehicle: Provided further that no one deduction in respect of any amount advanced to an employee on his remuneration shall exceed 33½ per cent wage from which it is deducted.

(7) *Set-off*.—An employer shall not be permitted to apply set-off against an employee's remuneration for any reason whatsoever.

9. CONTRACT OF EMPLOYMENT

(1) Every employee other than a casual employee, shall be deemed to be a weekly employee, whether he has worked the full number of prescribed hours or less.

(2) *Differential rates of wages*.—An employee who on any day is permitted or required to perform work for which a higher rate of wages is prescribed in clause 4 hereof than his usual rate of remuneration, shall be paid at such higher rate in respect of the whole of such day irrespective of the number of hours worked on that day. A casual employee who on any one day is required or permitted to perform work in respect of which different rates of remuneration are prescribed in clause 4, shall be paid at the highest of such rates.

(3) *Calculation of monthly wages*.—A monthly wage shall be calculated at four and one-third times the weekly wages prescribed in clause 4.

(4) *Uniforms*.—An employer who requires his employees to wear uniforms shall provide and launder or clean such uniforms free of charge and such uniforms shall remain the property of the employer.

(5) *Incentive work*.—(a) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clause 4 hereof, an employer may base an employee's remuneration on the quantity or output of work done: Provided that no such system of remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in paragraphs (b) and (c) hereunder.

(b) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees which may agree upon the terms of such scheme.

(c) The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by such committee, shall be reduced to writing and be signed by the members of the committee, and shall not be varied by the committee or terminated by either party unless the party wishing to vary or terminate the Agreement, has, in writing, given the other party, such notice as may be agreed upon by the parties entering into such scheme.

(6) An employer shall not employ any person who is under 15 years of age.

10. HOURS OF WORK AND OVERTIME

(1) (a) Ordinary hours of work for an employee other than a casual employee shall not exceed 48 hours per week.

(b) Ordinary hours of work per day shall not exceed—

(i) in the case of an employee who works a five-day week, 9½ hours per day: Provided that from Monday to Thursday inclusive, the ordinary hours may not be more than 10 hours per day, with the remaining hours constituting the ordinary hours for Friday;

(ii) in the case of an employee who works a six-day week, nine hours per day: Provided that from Monday to Thursday inclusive, the ordinary hours may not be more than 9½ hours per day and not more than three hours on Saturday;

(iii) in the case of a casual employee, nine hours on any one day.

(c) Subject to the meal breaks specified in subclause (6), all hours of work on any day shall be consecutive and be regarded as one completed shift: Provided that where an employee is required to work on a Saturday or works in time to gain a free Saturday, each three hour period so worked shall be computed as one-half of a shift.

(2) *Overtime*.—All hours worked in excess of the ordinary working hours prescribed in subclause (1) hereof (other than work on a Sunday or prescribed public holiday) shall be deemed to be overtime.

te besorg wanneer hy aangesê word om dit te doen: Met dien verstande dat die Raad, wanneer hy enige sodanige eis om verlies wat 'n werkgever gelyk het, oorweeg, slegs gereedskap en uitrusting moet beskou as daardie items wat spesifiek aan 'n drywer uitgereik is en wat te alle tye in sy besit moet wees, en enige ander gewone uitrusting wat op 'n voertuig is in gevalle waar dit aan die voertuig vas of daarin toegesluit is: Voorts met dien verstande dat geen enkele aftrekking ten opsigte van enige bedrag wat aan 'n werknemer op sy besoldiging voorgeskiet word, meer as 33½ persent mag wees van die loon waarvan dit afgetrek word nie.

(7) *Skuldvergelyking*.—'n Werkgever mag nie toegelaat word om enige bedrag om watter rede ook al, by wyse van skuldvergelyking van 'n werknemer se besoldiging af te trek nie.

9. DIENSKONTRAK

(1) Elke werknemer, uitgesonderd 'n los werknemer, word geag 'n weeklikse werknemer te wees, afgesien daarvan of hy die volle getal voorgeskrewe werkure of minder gewerk het.

(2) *Differensiële lone*.—'n Werknemer wat toegelaat word of van wie daar op 'n dag vereis word om werk te verrig waarvoor daar in klousule 4 hiervan 'n loon voorgeskryf word wat hoër as sy gewone besoldiging is, moet sodanige hoër loon betaal word ten opsigte van die hele sodanige dag, afgesien van die getal ure wat op daardie dag gewerk is. 'n Los werknemer van wie daar op 'n dag vereis word of wat toegelaat word om werk te verrig waarvoor verskillende lone in klousule 4 hiervan voorgeskryf word, moet teen die hoogste van sodanige lone besoldig word.

(3) *Berekening van maandlone*.—'n Maandloon moet bereken word teen vier en 'n derde maal die weeklone wat in klousule 4 voorgeskryf word.

(4) *Uniforms*.—'n Werkgever wat van sy werknemers vereis om uniforms te dra, moet sodanige uniforms gratis aan sy werknemers verskaf, en laat was of skoonmaak, en sodanige uniforms bly die eiendom van die werkgever.

(5) *Aansporingswerk*.—(a) Behoudens die bepaling dat geen werknemer minder betaal mag word as die bedrag waarop hy ingevolge klousule 4 hiervan geregtig is nie, kan 'n werkgever 'n werknemer se besoldiging baseer op die hoeveelheid werk verrig of op sy werkproduksie: Met dien verstande dat geen sodanige stelsel van besoldiging toegelaat mag word nie, uitgesonderd in die vorm van 'n aansporingskema oor die voorwaardes waarvan daar ooreengekom is soos in paragrawe (b) en (c) hieronder gemeld.

(b) 'n Werkgever wat 'n aansporingskema wil instel, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers aanstel wat oor die voorwaardes van sodanige skema kan ooreenkom.

(c) Die voorwaardes van enige sodanige aansporingskema en alle daaropvolgende wysigings daarvan waarvoor die komitee kan ooreengekom het, moet op skrif gestel en deur die lede van die komitee onderteken word, en mag nie deur die komitee verander of deur enigen van die twee partye beëindig word nie, tensy die party wat die Ooreenkoms wil verander of beëindig, die ander party skriftelik dié kennis gegee het waarvoor die partye, wat die skema ingestel het, ooreengekom het.

(6) 'n Werkgever mag nie 'n persoon wat onder die ouderdom van 15 jaar is, in diens neem nie.

10. WERKURE EN OORTYDURE

(1) (a) Die gewone werkure vir 'n ander werknemer as 'n los werknemer, moet hoogstens 48 uur per week wees.

(b) Gewone werkure moet hoogstens soos volg wees:

(i) In die geval van 'n werknemer wat vyf dae in 'n week werk, 9½ uur per dag: Met dien verstande dat van Maandag tot en met Donderdag, mag gewone werkure hoogstens 10 uur per dag wees, en die oorblywende ure mag die gewone werkure op 'n Vrydag uitmaak;

(ii) in die geval van 'n werknemer wat ses dae in 'n week werk, nege uur per dag: Met dien verstande dat van Maandag tot en met Donderdag, mag die gewone werkure hoogstens 9½ uur per dag wees en hoogstens drie uur op 'n Saterdag.

(iii) in die geval van 'n los werknemer, nege uur op 'n bepaalde dag.

(c) Behoudens die etenspouses wat in subklousule (6) gemeld word, moet alle werkure op 'n dag agtereenvolgend wees en as een voltooide skof geag word: Met dien verstande dat waar daar van 'n werknemer vereis word om op 'n Saterdag te werk of tyd "inwerk" om 'n Saterdag diensvry te kry, elke drie-uurtyperk aldus gewerk as helfte van 'n skof gereken moet word.

(2) *Oortydwerk*.—Alle ure wat daar langer gewerk word as die gewone werkure in subklousule (1) hiervan voorgeskryf (uitgesonderd werk op 'n Sondag of op 'n voorgeskrewe openbare feesdag), moet geag word oortydwerk te wees.

(3) *Limitation of overtime.*—An employer shall not require or permit an employee to work overtime for more than—

(a) five hours on any one day: Provided that the maximum hours of work on any one day shall not exceed 15 hours inclusive of normal working hours, overtime hours and meal breaks prescribed in this Agreement;

(b) twenty-five hours in any one week, Mondays to Saturdays inclusive, subject to the provisions of paragraph (a) of this subclause: Provided that the provisions of this subclause shall not apply in respect of the performance of "essential services" as defined in this Agreement.

(4) *Calculation of overtime.*—(a) Overtime in respect of a weekly employee shall be calculated on the basis of the weekly total of overtime worked, with a fraction of an hour in the total worked converted to the nearest full half-hour.

(b) Overtime in respect of a casual employee shall be calculated on the basis of the daily total of overtime worked and any fraction of an hour shall be calculated on a pro rata basis.

(5) *Meal intervals.*—An employer shall allow his employee and an employee shall take a meal interval of not less than half an hour nor more than one hour after five hours worked, during which interval no work shall be performed: Provided that an employer may vary the meal interval commencement time on local work allowing it to be taken later where warranted, but not later than seven hours after work commenced.

(6) *Rest periods.*—An employer shall not require or permit an employee so to work that the employee has less than nine consecutive hours for rest in any period of 24 hours calculated from the time the employee starts work on any one day.

(7) An owner driver who is an employer shall observe the same hours of work and limitations as are prescribed for an employee.

11. DAILY LOGBOOK

(1) An employer shall furnish every driver in his employ with a daily logbook containing duplicate folios in the form prescribed by the Council for the use of such driver: Provided that the employer may furnish a logbook (containing folios) showing, in addition to the information called for in the form prescribed by the Council, additional information relating to vehicle trips, kilometres, fuel consumption, destinations and deliveries made.

(2) A driver shall, in respect of each day's work, record in his logbook the details called for herein and shall at the end of each day's work or as soon thereafter as possible deliver to his employer the original and duplicate logbook folios in respect of that day's work for signature of the duplicate by the employer or his duly authorised representative as evidence that he has received the original. A driver shall not record details in his log book which are false and an employer shall not require or demand of a driver to enter details on his log sheet which are false.

(3) Completed original folios of the daily logbook shall be obtained by the employer from each driver in his employ and shall be retained by such employer at his registered business address for a period of three years subsequent to the date to which the folio refers.

(4) A driver must be in possession of a logbook with unused folios whilst in charge of his vehicle.

(5) Once details of a vehicle's defect(s) have been entered in the logbook by the driver and the relative folio handed to the employer, the employer shall be deemed to be aware of such defect(s).

(6) An owner-driver shall also keep a logbook in the form prescribed by the Council, enter therein daily the information called for and keep such logbook or folios for a period of three years after the date of the last entry therein.

12. PUBLIC HOLIDAYS

(1) An employer shall grant his employee the following public holidays leave on full pay on such holidays: New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day and Boxing Day.

(2) Whenever any of these days fall on a Sunday, the following Monday shall be regarded as a public holiday and whenever Boxing Day falls on a Monday, the following Tuesday shall be regarded as a public holiday.

13. LEAVE PAY FUND

(1) (a) The Leave Pay Fund established by the Council under the provisions of the Agreement, published under Government Notice R. 41, dated 15 January 1971, is hereby continued.

(3) *Beperking van oortydwerk.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortydwerk as die volgende te verrig nie:

(a) Vyf uur op 'n bepaalde dag: Met dien verstande dat die maksimum getal werkure op 'n bepaalde dag hoogstens 15 uur, met inbegrip van normale werkure, oortydure en etenspouses wat in hierdie Ooreenkoms voorgeskryf word, mag wees;

(b) vyf-en-twintig uur in 'n bepaalde week, Maandae tot en met Saterdag, behoudens paragraaf (a) van hierdie subklousule: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van die verrigting van "noodsaaklike dienste" soos in hierdie Ooreenkoms omskryf.

(4) *Berekening van oortydwerk.*—(a) Oortydwerk ten opsigte van 'n weeklikse werknemer moet bereken word op die grondslag van die totale weeklikse oortydwerk wat verrig is, en 'n breuk van 'n uur moet op die naaste volle halfuur geneem word.

(b) Oortydwerk ten opsigte van 'n los werknemer moet bereken word op die grondslag van die totale daaglikse oortydwerk verrig, en 'n breuk van 'n uur moet op 'n pro rata-grondslag bereken word.

(5) *Etenspouses.*—'n Werkgewer moet sy werknemer na vyf uur se werk 'n etenspouse van minstens 'n halfuur en hoogstens een uur toelaat, en 'n werknemer moet dit neem, en gedurende sodanige pouse mag geen werk verrig word nie: Met dien verstande dat 'n werknemer in die geval van plaaslike werk die begintyd van die etenspouse kan verander en toelaat dat waar dit geregtig word, dit later geneem word, maar nie later as sewe uur nadat daar met werk begin is nie.

(6) *Ruspouses.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om so te werk dat die werknemer minder as nege agtereenvolgende ure rus kan geniet nie in 'n tydperk van 24 uur, gereken vanaf die tyd waarop die werknemer op 'n dag begin werk.

(7) Eienaar-drywers wat werkgewers is, moet hulle aan dieselfde werkure en beperkings hou as wat vir werknemers voorgeskryf word.

11. DAAGLIKSE LOGBOEK

(1) 'n Werkgewer moet aan elke drywer in sy diens, vir gebruik deur die drywer, 'n daaglikse logboek met duplikaat-folios verskaf in die vorm wat die Raad voorskryf: Met dien verstande dat die werkgewer 'n logboek (met duplikaat-folio's) kan verskaf wat, benewens die inligting wat in die vorm voorgeskryf deur die Raad, verlang word, addisionele inligting rakende voertuigritte, kilometerafstand, brandstofverbruik, bestemmings en aflewings toon.

(2) 'n Drywer moet ten opsigte van elke dag se werk, die besonderhede wat hierin verlang word, in sy logboek aanteken en moet aan die einde van elke dag se werk of so gou moontlik daarna, die oorspronklike en die duplikaatlogboekfolio's ten opsigte van daardie dag se werk, aan sy werkgewer afgee vir ondertekening van die duplikaat deur die werkgewer of sy behoorlik gemagtigde verteenwoordiger as bewys dat hy die oorspronklike ontvang het. In sy logboek mag 'n drywer nie besonderhede invul wat vals is nie, en 'n werkgewer mag nie van 'n drywer vereis of hom beveel om besonderhede op sy logboekfolio's in te skryf wat vals is nie.

(3) Ingevalde oorspronklike folio's van die daaglikse logboek moet deur die werkgewer van elke drywer in sy diens verkry word en moet deur sodanige werkgewer vir 'n tydperk van drie jaar ná die datum waarop die folio betrekking het, by sy geregistreerde besigheidsadres gehou word.

(4) 'n Drywer moet in besit wees van 'n logboek met ongebruikte folio's terwyl sy voertuig in sy sorg is.

(5) Sodra besonderhede van 'n defek of defekte van 'n voertuig eenmaal deur die drywer in die logboek aangeteken en die betrokke folio aan die werkgewer oorhandig is, word die werkgewer geag bewus te wees van sodanige defek of defekte.

(6) Eienaar-drywers moet ook 'n logboek byhou in die vorm voorgeskryf deur die Raad, daaglik die verlangde inligting daar-in aanteken en sodanige logboek of folio's hou vir 'n tydperk van drie jaar ná die datum van die laaste inskrywing daarin.

12. OPENBARE FEESDAE

(1) 'n Werkgewer moet aan sy werknemer vakansieverlof met volle besoldiging op iedereen van die volgende openbare feesdae toestaan: Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag en Gesinsdag.

(2) Wanneer enigeen van hierdie dae op 'n Sondag val, moet die Maandag wat daarop volg, geag word 'n openbare feesdag te wees en wanneer Gesinsdag op 'n Maandag val, moet die Dinsdag wat daarop volg, geag word 'n openbare feesdag te wees.

13. VERLOFSOLDYFONDS

(1) (a) Die Verlofsoldyfonds deur die Raad ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 41 van 15 Januarie 1971, word hierby voortgesit.

Every employer shall pay into the Leave Pay Fund by not later than the 15th day of each and every month in respect of every driver and labourer employed by him during the preceding month, who in the case of a five-day week employee has completed 21 shifts and, in the case of a six-day week employee, has completed 22 shifts, a minimum amount equal to, for each completed cycle of 21 or 22 shifts, as the case may be:

In Area A—	R
(i) for a driver of a light motor vehicle.....	4,92
(ii) for a driver of a medium motor vehicle.....	7,92
(iii) for a driver of a heavy motor vehicle.....	9,36
(iv) for a driver of an extra heavy motor vehicle.....	10,56
(v) for a labourer.....	3,84

In Area B—	R
(i) for a driver of a light motor vehicle.....	4,68
(ii) for a driver of a medium motor vehicle.....	6,24
(iii) for a driver of a heavy motor vehicle.....	7,92
(iv) for a driver of an extra heavy motor vehicle.....	8,52
(v) for a labourer.....	3,00

OR

In both areas.—The equivalent of 12 hours' wages where any such driver or labourer in the Undertaking earns a wage in excess of the minimum wage prescribed in clause 4 of this Agreement.

(b) Shortfall shifts or shifts worked or accrued in excess of the 21 or 22 shift cycles referred to under subclause (1) (a), in any one month, shall be carried forward and added to shifts worked or accrued in the next succeeding month.

(c) An employer shall, when remitting the amount payable in terms of subclause (1) (a), submit a monthly return with particulars in the form prescribed by the Council for this purpose (including each employee's full first names, surname, date of birth, and reference book or identity number) by not later than the 15th day of each month to the Secretary of the Council at its offices (P.O. Box 5274, Johannesburg, 2000).

(d) An employer shall, in respect of his employee who is discharged from or who leaves his employment before he has qualified for annual leave in terms of subclause (2) (a), complete, in triplicate, an accrued shift and leave pay advice entitlement voucher in the form prescribed by the Council for this purpose, retain one copy in his possession, forward one copy to the Secretary of the Council, within 24 hours at its offices (P.O. Box 5274, Johannesburg, 2000) and hand the remaining copy to the employee.

(2) (a) Three consecutive weeks' annual leave shall be granted to all drivers and labourers who have completed with an employer since the date of engagement or from the date on which previous annual leave fell due (whichever is the later), the period of continuous employment set out in the Schedule to this paragraph.

Schedule

(i) In the case of an employee who normally works a five-day week: 252 shifts, excluding overtime;

(ii) in the case of an employee who normally works a six day week: 264 shifts.

(b) The period of leave granted and taken in terms of paragraph (a) shall be credited by the employer towards his employee's next year's qualifying period of employment as set out in the Schedule to this paragraph.

Schedule

(i) In the case of a five-day week employee: 15 continuous shifts; and

(ii) In the case of a six-day week employee: 16 continuous shifts.

(c) If the public holiday(s) specified in clause 12 fall within the period of leave referred to in paragraph (a) such public holiday(s) shall be added by the employer to the said period as a further period of leave of absence and one shift shall be credited by the employer in respect of each such public holiday towards the employee's next year's qualifying period of employment.

(d) The period of leave referred to in paragraph (a) shall not be concurrent with any period during which an employee is undergoing military training in pursuance of the Defence Act.

(e) No employee shall engage in his normal occupation during the period of his leave and no employer shall require or knowingly permit any employee to work in the Undertaking during the period of his leave.

(f) An employer may set off against such period of annual leave any days of occasional leave granted to his employee at the employee's own request during the year or annual shift

Elke werkgewer moet voor of op die 15de dag van elke maand ten opsigte van elke drywer en arbeider wat gedurende die vorige maand by hom in diens was en wat, in die geval van 'n werknemer wat vyf dae per week werk, 21 skofte en in die geval van 'n werknemer wat ses dae per week werk, 22 skofte voltooi het, 'n minimum bedrag in die Verlofsoldyfondse inbetaal wat gelyk is aan—vir elke voltooide siklus van 21 of 22 skofte, na gelang van die geval:

In Gebied A—	R
(i) vir 'n drywer van 'n ligte motorvoertuig.....	4,92
(ii) vir 'n drywer van 'n medium motorvoertuig.....	7,92
(iii) vir 'n drywer van 'n swaar motorvoertuig.....	9,36
(iv) vir 'n drywer van 'n ekstra swaar motorvoertuig.....	10,56
(v) vir 'n arbeider.....	3,84

In Gebiede B—	R
(i) vir 'n drywer van 'n ligte motorvoertuig.....	4,68
(ii) vir 'n drywer van 'n medium motorvoertuig.....	6,24
(iii) vir 'n drywer van 'n swaar motorvoertuig.....	7,92
(iv) vir 'n drywer van 'n ekstra swaar motorvoertuig.....	8,52
(v) vir 'n arbeider.....	3,00

OF

In albei gebiede.—'n Bedrag gelyk aan 12 uur se loon waar enige sodanige drywer of arbeider in die Onderneming 'n groter loon verdien as die minimum loon wat in klousule 4 van hierdie Ooreenkoms voorgeskryf word.

(b) Onvoltooide skofte wat in 'n bepaalde maand gewerk word of skofte van meer as die 21 of 22 skofsiklusse in subklousule (1) (a) bedoel wat in so 'n maand gewerk word of oploop, moet oorgedra en gevoeg word by skofte wat in die eersvolgende maand gewerk word of oploop.

(c) Wanneer 'n werkgewer die bedrag instuur wat kragtens subklousule (1) (a) betaalbaar is, moet hy 'n maandopgawe met besonderhede in die vorm deur die Raad vir hierdie doel voorgeskryf (insluitende elke werknemer se voorname voluit, familie-naam, geboortedatum en identiteitsboek- of persoonsnommer) voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 5274, Johannesburg, 2000, voorleë.

(d) 'n Werkgewer moet ten opsigte van sy werknemer wat ontslaan word of sy diens verlaat voordat hy vir jaarlikse verlof kragtens subklousule (2) (a) gekwalifiseer het, 'n bewys vir opgeleë skof- en verlofsoldy in drievoud voltooi in die vorm vir dié doel deur die Raad voorgeskryf, een afskrif hou, een afskrif binne 24 uur aan die Sekretaris van die Raad, Posbus 5274, Johannesburg, 2000, stuur en die orige afskrif aan die werknemer oorhandig.

(2) (a) Drie agtereenvolgende weke jaarlikse verlof moet toegestaan word aan alle drywers en arbeiders wat by 'n werkgewer sedert die datum van indiensneming of van die datum waarop vorige jaarlikse verlof verskuldig geword het (naamlik die jongste datum), die tydperk van ononderbroke diens voltooi het wat in die Bylae van hierdie paragraaf gemeld word.

Bylae

(i) In die geval van 'n werknemer wat gewoonlik vyf dae per week werk: 252 skofte, uitgesonderd oortyd;

(ii) in die geval van 'n werknemer wat gewoonlik ses dae per week werk: 264 skofte.

(b) Ten opsigte van sy volgende jaar se kwalifiserende tydperk van diens moet 'n werknemer deur sy werkgewer gekrediteer word, op die wyse in die Bylae van hierdie paragraaf uiteengesit, met die tydperk van verlof wat kragtens paragraaf (a) toegestaan en geneem is.

Bylae

(i) In die geval van 'n werknemer wat vyf dae per week werk: 15 ononderbroke skofte; en

(ii) in die geval van 'n werknemer wat ses dae per week werk: 16 ononderbroke skofte.

(c) As die openbare feesdag of feesdae wat in klousule 12 gespesifiseer word, binne die tydperk van verlof val wat in paragraaf (a) gemeld word, moet sodanige openbare feesdag of feesdae deur die werkgewer by genoemde tydperk gevoeg word as 'n verdere tydperk van afwesigheidsverlof en moet die werknemer deur die werkgewer gekrediteer word met een skof ten aansien van sodanige openbare feesdag ten opsigte van die werknemer se volgende jaar se kwalifiserende tydperk van diens.

(d) Die tydperk van verlof vermeld in paragraaf (a) mag nie saamval nie met enige tydperk waarin 'n werknemer militêre opleiding kragtens die Verdedigingswet ondergaan.

(e) Geen werknemer mag gedurende sy verlof sy gewone beroep uitoefen nie, en geen werkgewer mag van 'n werknemer vereis of hom wetens toelaat om gedurende sy verlof in die Onderneming te werk nie.

(f) Van sodanige jaarlikse verlof kan 'n werkgewer alle dae geleentheidsverlof aftrek wat aan sy werknemer op die werknemer se eie versoek toegestaan is gedurende die jaar of jaarlikse skofsiklus wat onmiddellik die datum voorafgaan waarop

cycle immediately preceding the date on which such employee became entitled to annual leave: Provided that not more than one week's occasional leave shall be set off against annual leave in any one year or shift cycle.

(3) (a) Annual leave shall become due immediately an employee has completed the qualifying number of shifts specified in subclause (2), but it may be taken before or after it becomes due if—

- (i) the exigencies of the employer's business so require; or
- (ii) the employer and the employee so agree;

Provided that annual leave shall in no circumstances be taken more than two months before due date, nor delayed for more than two months after due date.

(4) Neither annual leave nor sick leave and notice period shall run concurrently.

(5) Employment shall be deemed to include shifts lost during which an employee is—

- (a) absent on leave in terms of this clause;
- (b) absent from work on the instructions or at the request of his employer;
- (c) absent on sick leave;

amounting in the aggregate to not more than 10 weeks in any year, plus not more than four months of any one unbroken period of military training undergone in that year, and shall be deemed to commence—

- (i) in the case of an employee who had before the coming into operation of this Agreement, become entitled to annual leave in terms of any wage regulating measure, from the date on which such employee last became entitled to such leave;
- (ii) in the case of any other employee, from the date the employee enters his employer's service.

(6) No deductions from leave pay dues shall be made as a set-off against moneys which may be owing to the employer.

(7) All period of leave granted shall be recorded by the employer in his wage or leave register.

(8) *Annual leave pay payments.*—(a) An employer shall—

(i) at least 15 days before the completion of his employee's annual leave qualification entitlement in terms of subclause (2) of this clause complete, in triplicate, a leave pay advice voucher in the form prescribed by the Council for this purpose, retain one copy in his possession, forward one copy to the Secretary of the Council at its offices (P.O. Box 5274, Johannesburg, 2000) and hand the remaining copy to the employee for claim purposes;

(ii) at least 15 days before the completion of his employee's annual leave qualification entitlement in terms of subclause (2) of this clause, forward to the Secretary of the Council at its offices (P.O. Box 5274, Johannesburg, 2000) any outstanding leave pay contributions due to the employee up to and including his date of annual leave entitlement.

(b) The Council shall, subject to its holding money for the credit of a driver or a labourer, pay on application, to such employee who has completed the annual leave qualifying period of service specified in terms of subclause (2) an amount equal to the year's Leave Pay Fund contributions received by the Leave Pay Fund for an employee of his class.

(9) *Accrued or pro rata leave pay payments.*—(a) (i) An employee who is discharged from or who leaves his employment before he has qualified for annual leave in terms of subclause (2), shall be entitled to accrue leave pay equivalent of 12 hours remuneration for each of 21 or 22 shifts of employment, according to whether the employee normally works a five- or six-day week, from the date of beginning work with the employer.

(ii) Leave Pay Fund contributions accrued in terms of subparagraph (i) hereof shall not be handed to or taken by an employee but shall immediately upon termination of services be remitted to the Secretary of the Council at its offices (P.O. Box 5274, Johannesburg, 2000).

(b) Where a driver or labourer who has been discharged from or has left his employment before he has qualified for annual leave enters the service of another employer in the Undertaking the following provisions shall apply:

(i) The employee must produce to the new employer copies of accrued shift and leave pay advice entitlement vouchers issued to him by previous employers in the Undertaking, and handed to him in terms of subclause (1) (c) of this clause;

sodanige werknemer op jaarlikse verlof geregtig geword het: Met dien verstande dat hoogstens een week geleentheidsverlof in 'n enkele jaar of jaarlikse skofsiklus van jaarlikse verlof afgetrek mag word.

(3) (a) Jaarlikse verlof is dadelik verskuldig sodra 'n werknemer die kwalifiserende aantal skofte voltooi het wat in subklousule (2), gespesifiseer word, maar dit kan geneem word voor of nadat dit verskuldig geword het as—

- (i) die omstandighede van die werknemer se besigheid dit vereis; of

(ii) die werkgever en die werknemer aldus ooreenkom;

Met dien verstande dat jaarlikse verlof onder geen omstandighede meer as twee maande vóór die verskuldigde datum geneem mag word of langer as twee maande ná die verskuldigde datum uitgestel mag word nie.

(4) Nóg jaarlikse verlof nóg siekteverlof en tydperk van diensopsegging mag saamval nie.

(5) Diens moet geag word in te sluit verlore skofte waarin 'n werknemer—

- (a) met verlof kragtens hierdie klousule afwesig is;
- (b) op las of op versoek van sy werkgever van sy werk afwesig is;
- (c) met siekteverlof afwesig is;

wat altesaam hoogstens 10 weke in 'n bepaalde jaar bedra, plus hoogstens vier maande van enige ononderbroke tydperk van militêre opleiding wat in daardie jaar ondergaan is, en dit moet geag word te begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkom, kragtens enige loonreëlings-maatreël op jaarlikse verlof geregtig geword het, vanaf die datum waarop sodanige werknemer laas op sodanige verlof geregtig geword het;

- (ii) in die geval van enige ander werknemer, vanaf die datum waarop die werknemer by sy werkgever in diens getree het.

(6) Geen bedrag mag afgetrek word van verlofsoldygeld as skuldvergeliking teen geld wat aan die werkgever verskuldig mag wees nie.

(7) Alle tydperke van verlof wat toegestaan word, moet deur die werkgever in sy loon- of verlofregister aangeteken word.

(8) *Jaarlikse verlofsoldybetalings.*—(a) 'n Werkgever moet—

(i) minstens 15 dae voor voltooiing van sy werknemer se jaarlikse verlofkwalifikasie kragtens subklousule (2) van hierdie klousule 'n verlofsoldybewys in drievoud voltooi in die vorm deur die Raad vir dié doel voorgeskryf, een afskrif hou, een afskrif aan die Sekretaris van die Raad, Posbus 5274, Johannesburg, 2000, stuur, en die orige afskrif aan die werknemer vir eisdooeleindes oorhandig;

(ii) minstens 15 dae voor voltooiing van sy werknemer se jaarlikse verlofkwalifikasie kragtens subklousule (2) van hierdie klousule aan die Sekretaris van die Raad, Posbus 5274, Johannesburg, 2000, alle uitstaande verlofsoldybydraes stuur wat aan die werknemer verskuldig is tot en met die datum van jaarlikse verlofkwalifikasie.

(b) As die Raad geld in die krediet van 'n drywer of 'n arbeider het, moet die Raad, op aansoek, aan sodanige werknemer wat die jaarlikse diensstermyn wat vir verlof kwalifiseer ingevolge subklousule (2) voltooi het, 'n bedrag betaal wat gelyk staan met die jaar se Verlofsoldyfondsybydraes wat vir 'n werknemer van sy klas deur die Verlofsoldyfond ontvang is.

(9) *Opgeloopte of pro rata-verlofsoldybetalings.*—(a) (i) 'n Werknemer wat ontslaan word of sy diens verlaat voordat hy vir jaarlikse verlof kragtens subklousule (2) gekwalifiseer het, is daartoe geregtig om verlofsoldy-ekwivalente van 12 uur se besoldiging te laat oploep vir elke 21 of 22 skofte diens, afhangende daarvan of die werknemer gewoonlik vyf of ses dae per week werk, vanaf die datum waarop hy by die werkgever begin werk het.

(ii) Verlofsoldyfondsybydraes wat kragtens subparagraaf (i) hier-van opgeloopte het, moet nie aan die werknemer oorhandig of deur hom aangeneem word nie, maar moet onmiddellik by diensbeëindiging aan die Sekretaris van die Raad, Posbus 5274, Johannesburg, 2000, gestuur word.

(b) Wanneer 'n drywer of arbeider wat ontslaan word of sy diens verlaat voordat hy vir jaarlikse verlof gekwalifiseer het, by 'n ander werkgever in die Onderneming in diens trec, is onderstaande bepalinge van toepassing:

(i) Die werknemer moet aan die nuwe werkgever kopieë voorlê van bewyse van opgeloopte skof- en verlofsoldy wat aan hom deur vorige werkgevers in die Onderneming uitgereik is en kragtens subklousule (1) (c) van hierdie klousule aan hom oorhandig is;

(ii) the employee's leave shall become due when he has worked with the new employer a number of shifts or a period equivalent to those prescribed in the schedule to subclause (2) (a) hereof less the aggregate of the shifts or periods shown on the copy/copies of accrued shift and leave pay advice entitlement voucher(s) handed by him to the new employer;

(iii) at least 15 days before the employee is due to take leave from the new employer the employer shall complete in triplicate a leave pay advice voucher in the form prescribed by the Council for this purpose, retain one in his possession, forward one copy to the Secretary of the Council at its offices (P.O. Box 5274, Johannesburg, 2000) and hand the remaining copy to the employee for claim purposes.

(c) Accrued leave pay held by the Council on behalf of an employee shall be paid to him on application—

(i) if he leaves the Undertaking, subject to the provisions of paragraph (d) hereof, on the expiry of 52 weeks calculated from the date on which the leave pay commenced to accrue;

(ii) while he is employed in the Undertaking, when he proceeds on annual leave, or earlier, at the discretion of the Council.

(d) Accrued leave pay held by the Council on behalf of an employee who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and accrued leave moneys due to an employee who dies shall become payable immediately to his estate.

(10) *Banking account.*—All moneys paid into the Leave Pay Fund shall be deposited in a special bank account to be operated for and in the name of the Leave Pay Fund.

(11) *Investment of funds.*—Any moneys belonging to the Leave Pay Fund and not required for immediate needs may be invested by the Council from time to time in government securities or with registered banks and building societies.

(12) All expenses of administration shall be a charge on the Leave Pay Fund and the Fund shall pay to the Council in February of each year an administration fee equal to the amount of interest earned on invested moneys from March to February each year.

(13) *Forfeiture of unclaimed leave pay.*—Five years after date of receipt, all moneys paid to the Council as leave pay for an employee, in terms of any agreement of the Council shall, if not claimed or otherwise disposed of, be forfeited to the general funds of the Council.

(14) 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 Leave Pay Fund at least once a year and prepare a statement showing all moneys received and expenditure incurred under all headings during the 12 months ended 28/29 February, pre-eding, together with a balance sheet showing the assets and liabilities of the Leave Pay Fund 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 auditor, 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.

(15) (a) In the event of the 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 Leave Pay Fund.

(b) 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 Leave Pay Fund. The Committee or trustee(s) so appointed shall have the powers vested in the Council for the purpose of this clause. If there is no Council in existence upon the expiration of this Agreement the Leave Pay Fund shall continue to be administered by the committee or trustee(s) for a period of two years in order to pay out moneys due to employees. The Leave Pay Fund shall after expiration of the said period of two years be liquidated by the committee or trustee(s) functioning at the time and the moneys remaining to the credit of the Leave Pay Fund shall be distributed in terms of section 34 (4) of the Act as if it formed part of the general funds of the Council.

14. HOLIDAY PAY BONUS FUND

(1) (a) The Holiday Pay Fund established by the Council under the provisions of the Agreement published under Government Notice R. 41 dated 15 January 1971, is hereby continued. Every

(ii) die werknemer se verlof is aan hom verskuldig wanneer hy by die nuwe werkgever 'n aantal skofte of 'n tydperk gewerk het wat gelyk staan met dié voorgeskryf in die bylae van subklousule (2) (a) hiervan, min die totaal van die skofte of tydperke aangetoon op die kopie of kopieë van die bewys of bewyse vir opgelope skof- en verlofsoldy wat deur hom aan die nuwe werkgever oorhandig was;

(iii) minstens 15 dae voordat die werknemer met verlof moet gaan wat die nuwe werkgever toegestaan het, moet die werkgever 'n verlofsoldybewys in drievoud voltooi in die vorm wat die Raad vir hierdie doel voorskryf, een kopie hou, een kopie aan die Sekretaris van die Raad, Posbus 5274, Johannesburg, 2000, stuur en die orige kopie aan die werknemer vir eisdoel-eindes oorhandig.

(c) Opgelope verlofsoldy wat namens 'n werknemer deur die Raad gehou word, moet op aansoek aan die werknemer betaal word—

(i) as hy, behoudens paragraaf (d) hiervan, die Onderneming verlaat by verstryking van 52 weke bereken vanaf die datum waarop die verlofsoldy begin ooploop het;

(ii) terwyl hy in die Onderneming werksaam is, wanneer hy met jaarlikse verlof gaan, of vroeër, na goeddunke van die Raad.

(d) Opgelope verlofsoldy wat deur die Raad gehou word namens 'n werknemer wat om gesondheidsredes of enige ander ongeskiktheid, nie in staat meer is om met sy werk voort te gaan nie, is onmiddellik aan die werknemer betaalbaar, en opgelope verlofsoldy wat verskuldig is aan 'n werknemer wat te sterwe kom, is onmiddellik aan sy boedel betaalbaar.

(10) *Bankrekening.*—Alle geld wat in die Verlofsoldyfondse inbetaal word, moet gestort word in 'n spesiale bankrekening wat vir en namens die Verlofsoldyfondse geopeer word.

(11) *Belegging van fondse.*—Alle geld wat aan die Verlofsoldyfondse behoort en nie vir onmiddellike gebruik nodig is nie, kan deur die Raad van tyd tot tyd in Staatseffekte of by geregistreerde banke en bougenootskappe belê word.

(12) Alle administrasiekoste kom ten laste van die Verlofsoldyfondse en die Fondse moet in Februarie elke jaar aan die Raad administrasiegelde betaal wat gelyk staan met die bedrag aan rente verdien op geld belê vanaf Maart tot Februarie elke jaar.

(13) *Verbeuring van onopgeëiste verlofsoldy.*—Vyf jaar na datum van ontvangs met alle geld wat ten behoeve van 'n werknemer aan die Raad betaal is in die vorm van verlofsoldy kragtens enige ooreenkoms van die Raad, as dit nie opgeëis of andersins daarvoor beskik is nie, aan die algemene fondse van die Raad verbeur word.

(14) 'n Openbare rekenmeester wie se gelde deur die Raad vasgestel moet word, moet jaarliks deur die Raad aangestel word en hy moet die rekenings van die Verlofsoldyfondse minstens een maal per jaar ouditeer en 'n staat opstel wat die volgende wys:

Alle geld onder alle hoofde ontvang en uitgawes aangegaan gedurende die 12 maande geëindig die vorige 28/29 Februarie, tesame met 'n balansstaat wat die bates en laste van die Verlofsoldyfondse op daardie datum wys. Die geouditeerde staat en balansstaat, medeonderteken deur die Voorsitter van die Raad, tesame met 'n verslag daaroor deur die ouditeur opgestel, moet op die kantoor van die Raad ter insae lê en gewaarmerkte kopieë daarvan moet binne drie maande na die einde van die tydperk wat daardoor gedek word, aan die Sekretaris van Arbied gestuur word.

(15) (a) In geval van die ontbinding van die Raad of ingeval hy ophou om gedurende die geldigheidsduur van hierdie Ooreenkoms te funksioneer, kan die Registrateur 'n komitee aanstel bestaande uit 'n gelyke getal verteenwoordigers van werkgevers en werknemers in die Onderneming vir die doel om die Verlofsoldyfondse te administreer.

(b) Vakatures wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van werkgevers of werknemers in die Onderneming, na gelang van die geval. Waar die komitee nie in staat is nie of onwillig is om sy pligte te vervul, kan die Registrateur 'n trustee of trustees aanstel om die Verlofsoldyfondse te administreer. Die komitee of trustee(s) aldus aangestel, het die bevoegdhede wat aan die Raad vir die toepassing van hierdie klousule opgedra is. As daar by verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Verlofsoldyfondse steeds deur die komitee of trustee(s) vir 'n tydperk van twee jaar geadministreer word ten einde geld uit te betaal aan aan werknemers verskuldig is. Die Verlofsoldyfondse moet by verstryking van genoemde tydperk van twee jaar gelikwider word deur die komitee of trustee(s) wat dan funksioneer en die geld wat in die krediet van die Verlofsoldyfondse oorbly, moet kragtens artikel 34 (4) van die Wet uitgedeel word asof dit deel van die algemene fondse van die Raad uitmaak.

14. VAKANSIESOLDYBONUSFONDSE

(1) (a) Die Vakansiesoldybonusfondse deur die Raad ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 41 van 15 Januarie 1971, word hierby voortgesit.

employer shall pay into the Holiday Pay Bonus Fund by not later than the 15th day of each and every month in respect of every driver employed by him during the preceding month, who, in the case of a five-day week employee has completed 21 shifts and, in the case of a six-day week employee has completed 22 shifts, an amount equal to, for each completed cycle of 21 or 22 shifts, as the case may be:

In Area A—	R
(i) for a driver of a light motor vehicle.....	6,00
(ii) for the driver of a medium motor vehicle.....	6,00
(iii) for the driver of a heavy motor vehicle.....	7,80
(iv) for the driver of an extra heavy motor vehicle.....	8,00

In Area B—	R
(i) for a driver of a light motor vehicle.....	2,40
(ii) for a driver of a medium motor vehicle.....	2,80
(iii) for a driver of a heavy motor vehicle.....	3,20
(iv) for a driver of an extra heavy motor vehicle.....	3,60

(b) Shortfall shifts or shifts worked or accrued in excess of the 21 or 22 shift cycles referred to under subclause (1) (a), in any one month, shall be carried forward and added to shifts worked or accrued in the next succeeding month.

(c) An employer shall, when remitting the amount payable in terms of subclause (1) (a), submit a monthly return with the particulars in the form prescribed by the Council for this purpose (including each driver's full first names, surname, date of birth and reference book or identity number) by not later than the 15th day of each month to the Secretary of the Council at its offices (P.O. Box 5274, Johannesburg, 2000).

(2) An employer shall in each and every year, at least 15 days before the completion of his driver's annual leave qualification period, provided for in clause 13 of this Agreement, forward to the Secretary of the Council at its offices (P.O. Box 5274, Johannesburg, 2000), any outstanding Holiday Pay Bonus Fund contributions due to the employee up to and including his date of annual leave entitlement.

(3) *Holiday Pay Bonus Fund payments.*—(a) Holiday pay bonus due in respect of a driver in terms of subclause (1) shall be payable by the Council to the employee when he proceeds on annual leave subject to—

(i) completion of the qualifying leave pay entitlement period specified in clause 13 (2) of this Agreement;

(ii) the Council holding holiday pay money for the credit of the driver;

(iii) application for payment being lodged with the Secretary of the Council at least 15 days before the driver's leave is due to begin.

(b) Accrued Holiday Pay Bonus Fund contributions held by the Council on behalf of a driver who has left the Undertaking shall, subject to the provisions or subclause (4), be paid to him on application on the expiry of 52 weeks calculated from the date on which the holiday pay contributions commenced to accrue or earlier at the discretion of the Council.

(4) Accrued Holiday Pay Bonus held by Council on behalf of a driver who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and accrued holiday pay bonus moneys due to an employee who has died shall become payable immediately to his estate.

(5) No deductions from Holiday Pay Bonus dues shall be made as a set-off against any moneys which may be due to the employer.

(6) *Banking account.*—All moneys paid into the Holiday Pay Bonus Fund shall be deposited in a special bank account to be operated for and in the name of the Holiday Pay Bonus Fund.

(7) *Investment of funds.*—Any moneys belonging to the Holiday Pay Bonus Fund and not required for immediate needs may be invested by the Council from time to time in government securities or with registered banks and building societies.

(8) All expenses of administration shall be a charge on the Holiday Pay Bonus Fund and the Fund shall pay to the Council in February each year an administration fee equal to the amount of interest earned on invested moneys from March to February each year.

(9) For the purpose of this clause the expression "employment" shall have the same meaning as in clause 13 (5).

(10) The provisions of clause 13 (13) to (15) of this Agreement shall *mutatis mutandis* apply in respect of the Holiday Pay Bonus Fund.

15. SICK FUND

(1) (a) The Sick Fund established by the Council under the provisions of the Agreement published under Government Notice 1238, dated 12 June 1953, is hereby continued. Every employer shall pay into the Sick Fund by not later than the 15th day of each and every month in respect of every driver and labourer employed by him during the preceding month, who, in the case

Elke werkgewer moet voor of op die 15de dag van elke maand ten opsigte van elke drywer wat gedurende die voorafgaande maand by hom in diens was en wat, in die geval van 'n werknemer wat vyf dae per week werk, 21 skofte en in die geval van 'n werknemer wat ses dae per week werk, 22 skofte voltooi het, 'n bedrag in die Vakansiesoldybonusfonds inbetaal wat gelyk is aan—vir elke voltooide siklus van 21 of 22 skofte, na gelang van die geval:

In Gebied A—	R
(i) vir 'n drywer van 'n ligte motorvoertuig.....	6,00
(ii) vir 'n drywer van 'n medium motorvoertuig.....	6,00
(iii) vir 'n drywer van 'n swaar motorvoertuig.....	7,80
(iv) vir 'n drywer van 'n ekstra swaar motorvoertuig....	8,00

In Gebied B—	R
(i) vir 'n drywer van 'n ligte motorvoertuig.....	2,40
(ii) vir 'n drywer van 'n medium motorvoertuig.....	2,80
(iii) vir 'n drywer van 'n swaar motorvoertuig.....	3,20
(iv) vir 'n drywer van 'n ekstra swaar motorvoertuig..	3,60

(b) Onvoltooide skofte wat in 'n bepaalde maand gewerk word of skofte van meer as die 21 of 22 skofsiklusse in subklousule (1) (a) bedoel wat in so 'n maand gewerk word of ooploop, moet oorgedra en gevoeg word by skofte wat in die eersvolgende maand gewerk word of ooploop.

(c) Wanneer 'n werkgewer die bedrag instuur wat kragtens subklousule 1 (a) betaalbaar is moet hy 'n maandoopgawe met die besonderhede in die vorm deur die Raad vir hierdie doel voorgeskryf (insluitende elke drywer se voorname voluit, familie-naam, geboortedatum en identiteitsboek- of persoonsnommer) voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 5274, Johannesburg, 2000, voorlê.

(2) 'n Werkgewer moet in elke jaar minstens 15 dae, voor die voltooiing van die termyn wat vir sy drywer se jaarlikse verlof kwalifiseer, soos in klousule 13 van hierdie Ooreenkoms bepaal, aan die Sekretaris van die Raad, Posbus 5274, Johannesburg, 2000, alle uitstaande Vakansiesoldybonusfondsdraes stuur wat tot en met sy datum van jaarlikse verlofkwalifikasie aan die werknemer verskuldig is.

(3) *Vakansiesoldybonusfondsbetalings.*—(a) Vakansiesoldybonus verskuldig ten opsigte van 'n drywer kragtens subklousule (1), moet deur die Raad betaalbaar wees aan die werknemer wanneer hy met jaarlikse verlof gaan: Met dien verstande dat—

(i) hy die termyn van sy verlofkwalifikasie wat in klousule 13 (2) van hierdie Ooreenkoms gespesifiseer word, voltooi het;

(ii) die Raad vakansiesoldygeld in die krediet van die drywer het;

(iii) aansoek om betaling minstens 15 dae voordat die drywer se verlof 'n aanvang moet neem, by die Sekretaris van die Raad ingedien word.

(b) Opgelope Vakansiesoldybonusfondsdraes gehou deur die Raad namens 'n drywer wat die Onderneming verlaat het, moet, behoudens subklousule (4), op aansoek aan hom betaal word by verstryking van 52 weke, bereken vanaf die datum waarop die vakansiesoldydraes begin ooploop het, of vroeër, na goeddunke van die Raad.

(4) Opgelope vakansiesoldybonus gehou deur die Raad namens 'n drywer wat om gesondheidsredes of om enige ander ongeskiktheid nie langer in staat is om met sy werk voort te gaan nie, is onmiddellik aan die werknemer betaalbaar, en opgelope vakansiesoldybonusgeld verskuldig aan 'n werknemer wat te sterwe gekom het, is onmiddellik aan sy boedel betaalbaar.

(5) Geen bedrag mag van vakansiesoldybonusfondsdraes afgetrek word as skuldvergelyking teen geld wat aan die werkgewer verskuldig mag wees nie.

(6) *Bankrekening.*—Alle geld wat in die Vakansiesoldybonusfonds inbetaal word, moet gestort word in 'n spesiale bankrekening wat vir en namens die Vakansiesoldybonusfonds geopen word.

(7) *Belegging van fondse.*—Alle geld wat aan die Vakansiesoldybonusfonds behoort en nie vir onmiddellike gebruik nodig is nie, kan deur die Raad van tyd tot tyd in Staatseffekte of by geregistreerde banke en bougenootskappe belê word.

(8) Alle administrasiekoste kom ten laste van die Vakansiesoldybonusfonds en die Fonds moet in Februarie elke jaar aan die Raad administrasiegeld betaal gelyk aan die bedrag aan rente verdien op geld belê vanaf Maart tot Februarie elke jaar.

(9) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as in klousule 13 (5).

(10) Klousule 13 (13) tot (15) van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op die Vakansiesoldybonusfonds.

15. SIEKTEFONDS

1. (a) Die Siektefonds wat deur die Raad ingestel is kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing 1238 van 12 Junie 1953, word hierby voortgesit. Elke werkgewer moet voor of op die 15de dag van elke maand ten opsigte van elke drywer en arbeider wat gedurende die vorige maand by hom in diens was en wat, in die geval van 'n werknemer wat vyf dae

of a five day week employee has completed 21 shifts and in the case of a six day week employee has completed 22 shifts an amount equal to, for each completed cycle of 21 or 22 shifts, as the case may be:

In Area A—	R
(i) for a driver of a light motor vehicle.....	3,40
(ii) for a driver of a medium motor vehicle.....	5,30
(iii) for a driver of a heavy motor vehicle.....	6,25
(iv) for a driver of an extra heavy motor vehicle.....	6,80
(v) for a labourer.....	2,60

In Area B—	R
(i) for a driver of a light motor vehicle.....	3,00
(ii) for a driver of a medium motor vehicle.....	4,10
(iii) for a driver of a heavy motor vehicle.....	5,20
(iv) for a driver of an extra heavy motor vehicle.....	5,60
(v) for a labourer.....	2,00

(b) Shortfall shifts or shifts worked or accrued in excess of the 21 or 22 shift cycles referred to under subclause (1) (a), in any one month, shall be carried forward to shifts worked or accrued in the next succeeding month.

(c) An employer shall when remitting the amount payable in terms of subclause (1) (a) submit a monthly return with the particulars in the form prescribed by the Council for this purpose (including each employee's full first names, surname date of birth and reference book or identification number) by not later than the 15th day of each month to the Secretary of the Council at its offices (P.O. Box 5274, Johannesburg, 2000).

(2) *Sick leave payments.*—The Council shall, subject to the provisos contained herein, pay out of the sick fund to a driver or labourer who is absent from work through illness or accident not due to his own misconduct or neglect an amount equal to the monthly sick leave contributions specified in subclause (1) (a) hereof for an employee of his class for every working day of his absence on sick leave: Provided that—

(i) the Council holds money for the credit of such employee;

(ii) he produces a medical certificate or any other suitable medical evidence in respect of his absence from work through illness and produces satisfactory evidence of identification;

(iii) no employee shall qualify for sick pay during his first month of employment in the Undertaking with the same employer, and thereafter only to the extent of one month's sick leave contributions for every completed 21 or 22 shifts, as the case may be, employment in the Undertaking;

(iv) no payment shall be made for the absence of less than eight hours working time on any one working day;

(v) payment for absence owing to injury compensable under the Workmen's Compensation Act shall be limited to the rates specified in subclause (1) (a) hereof less any amount payable to the injured driver under the Workmen's Compensation Act for loss of wages.

(3) *Sick leave bonus payments.*—A driver shall be entitled for every completed 12 months' cycle of service in the Undertaking to a sick leave bonus consisting of the sick leave contributions remitted for him in terms of subclause (1) (a) for 12 months, less any sick pay actually paid to him during such 12 months' cycle of service in the Undertaking. The first sick leave bonus shall accrue 12 months after completion of the first cycle of 12 months' service. Each successive bonus shall accrue in a like manner 12 months after completion of every cycle of 12 months service.

(4) *Banking account.*—All moneys paid into the Sick Fund shall be deposited in a special bank account to be operated for and in the name of the sick fund.

(5) *Investment of funds.*—Any moneys belonging to the Sick Fund and not required for immediate needs may be invested by the Council from time to time in government Securities or with registered banks and building societies.

(6) (a) Interest derived from investments in terms of subclause (5) shall be used for the following purposes:

(i) Payment of expenses incurred in administering the Sick Fund;

(ii) payment of grants in terms of subclause 12; and

(iii) payment of such other additional benefits to or in respect of drivers or labourers and/or their dependants as the Council may decide from time to time.

(b) Payments from the Sick Fund shall be by cheque signed by two persons duly authorised thereto by the Council.

(c) Payments in terms of paragraph (a) (ii) and (iii) hereof shall be subject to funds obtained in terms of subclauses (6) (a) and (11) of this clause being available.

per week werk, 21 skofte, en in die geval van 'n werknemer wat ses dae per week werk, 22 skofte voltooi het, 'n bedrag in die Siektefonds inbetaal wat gelyk is aan—vir elke voltooide siklus van 21 of 22 skofte, na gelang van die geval:

In Gebied A—	R
(i) vir 'n drywer van 'n ligte motorvoertuig.....	3,40
(ii) vir 'n drywer van 'n medium motorvoertuig.....	5,30
(iii) vir 'n drywer van 'n swaar motorvoertuig.....	6,25
(iv) vir 'n drywer van 'n ekstra swaar motorvoertuig...	6,80
(v) vir 'n arbeider.....	2,60

In Gebied B—	R
(i) vir 'n drywer van 'n ligte motorvoertuig.....	3,00
(ii) vir 'n drywer van 'n medium motorvoertuig.....	4,10
(iii) vir 'n drywer van 'n swaar motorvoertuig.....	5,20
(iv) vir 'n drywer van 'n ekstra swaar motorvoertuig...	5,60
(v) vir 'n arbeider.....	2,00

(b) Onvoltooide skofte wat in 'n bepaalde maand gewerk word of skofte van meer as die 21 of 22 skofsiklusse in subklousule (1) (a) bedoel wat in so 'n maand gewerk word of ooploop, moet oorgedra en gevoeg word by skofte wat in die eersvolgende maand gewerk word of ooploop.

(c) Wanneer 'n werkgewer die bedrag instuur wat kragtens subklousule (1) (a) betaalbaar is, moet hy 'n maandopgawe met die besonderhede in die vorm wat die Raad vir hierdie doel voorskryf (insluitende elke drywer se voorname voluit, familie-naam, geboortedatum en identiteitsboek- of persoonsnommer) voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 5274, Johannesburg, 2000, voorlê.

(2) *Siekteverlofbetalings.*—Behoudens die voorbehoudsbepalings hierin, moet die Raad aan 'n drywer of arbeider wat van die werk afwesig is weens siekte of 'n ongeluk wat nie aan sy eie wangedrag of nalatigheid te wyte is nie, ten opsigte van elke werkdag waarop hy met siekteverlof afwesig is, 'n bedrag uit die siektefonds betaal wat gelyk is aan die maandelikse siekteverlofbydraes wat in subklousule (1) (a) hiervan vir 'n werknemer van sy klas gespesifiseer word: Met dien verstande dat—

(i) die Raad geld in die krediet van sodanige werknemer het;

(ii) hy 'n doktersertifikaat of ander geskikte mediese bewys ten opsigte van sy afwesigheid van werk weens siekte, asook 'n bevredigende bewys van sy identiteit, voorlê;

(iii) geen werknemer vir siektesoldy gedurende sy eerste maand diens in die Onderneming by dieselfde werkgewer mag kwalifiseer nie, en daarna slegs ten bedrae van een maand se siekteverlofbydraes vir elke voltooide 21 of 22 skofte, na gelang van die geval, se diens in die Onderneming;

(iv) geen betaling vir afwesigheid van minder as agt uur werktyd op 'n bepaalde werkdag gedoen moet word nie;

(v) betaling vir afwesigheid te wyte aan 'n besering waarvoor vergoeding ingevolge die Ongevallewet betaalbaar is, beperk moet word tot die skale wat in subklousule (1) (a) hiervan vasgestel is, min alle bedrae wat ingevolge die Ongevallewet vir verlies aan lone aan die beseerde drywer betaalbaar is.

(3) *Siekteverlofbonusbetalings.*—'n Drywer is geregtig ten opsigte van elke voltooide 12 maande se dienssiklus in die Onderneming op 'n siekteverlofbonus bestaande uit die siekteverlofbydraes wat namens hom kragtens subklousule (1) (a) oor 12 maande ingestuur is, min enige siektesoldy wat werklik aan hom gedurende sodanige 12 maande se dienssiklus in die Onderneming betaal is. Die eerste siekteverlofbonus loop op 12 maande ná voltooiing van die eerste siklus van 12 maande diens. Elke daaropvolgende bonus loop op dieselfde wyse op 12 maande ná voltooiing van elke siklus van 12 maande diens.

(4) *Bankrekening.*—Alle geld wat in die Siektefonds inbetaal word, moet gestort word in 'n spesiale bankrekening wat vir en namens die Siektefonds geopen word.

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

(6) (a) Rente gekweek op beleggings kragtens subklousule (5) van hierdie klousule moet gebruik word vir doeleindes van—

(i) betaling van koste aangegaan in verband met die administrasie van die Siektefonds;

(ii) betaling van toekennings kragtens subklousule (12); en

(iii) betaling van alle ander bykomende voordele aan of ten opsigte van drywers of arbeiders en/of hul afhanklikes, soos die Raad van tyd tot tyd mag besluit.

(b) Betalings uit die Siektefonds moet geskied per tjek wat deur twee persone, behoorlik daartoe deur die Raad gemagtig, geteken is.

(c) Betalings kragtens paragraaf (a) (ii) en (iii) hiervan hang af van die beskikbaarheid van fondse wat kragtens subklousules (6) (a) en (11) van hierdie klousule verkry word.

(7) 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 Sick Fund at least once a year and prepare a statement showing all moneys received and expenditure incurred under all headings, during the 12 months ended 28/29 February preceding, together with a balance sheet showing the assets and liabilities of the Sick Fund 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 auditor, 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.

(8) (a) In the event of the expiration 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 Sick Fund not being negotiated within a period of 12 months from the date of such expiration or the Sick Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original Sick Fund was created, the Sick Fund shall be liquidated. The Sick 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 the 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 purposes of administering the Sick 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 Sick Fund. The committee or trustee(s) so appointed shall have the powers vested in the Council for the purpose of this clause. If there is no Council in existence the Sick 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 Sick Fund in terms of paragraph (a) or (b) of this subclause the moneys remaining to the credit of the Sick Fund shall, after payment of all claims against the Sick 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 Sick Fund shall be distributed in terms of section 34 (4) of the Act as if it formed part of the general funds of the Council.

(9) No deductions from the Sick Fund dues shall be made as a set-off against any moneys which may be owing to the employer.

(10) For the purposes of this clause, the expression "employment" shall have the same meaning as in clause 13 (5).

(11) Five years after the date of receipt, all moneys paid to the Council as sick leave contribution(s) in terms of this or any other wage regulating measure, shall if not claimed or otherwise disposed of, be forfeited and used for the purpose specified in subclause (6) (a).

(12) (a) In the event of the death or permanent medical or other disability of a driver or labourer in the Undertaking, there may on application be payable to such of the following as the Council in its entire discretion may decide, an amount as set out in the Schedule to this subclause or any such lesser amount as the Council in its entire discretion may decide:

(i) The dependants of the deceased employee; and/or
(ii) the trustee for the benefit of the deceased employee's dependants; and/or

(iii) such heirs of the deceased employee as the Council in its entire discretion may consider entitled to receive the benefit; and/or

(iv) the medically or otherwise disabled employee:
Provided that no benefits shall be paid unless contributions have been paid in respect of the employee for a period of at least six months—

Schedule of benefits

Contributions paid in respect of the employee for—

	Driver	Labourer
six months and more but less than five years.....	R 225,00	R 60,00
five years or more but less than 10 years...	375,00	100,00
ten years or more but less than 15 years	562,50	150,00
fifteen years or more but less than 20 years.....	750,00	200,00
twenty years or more.....	1 000,00	400,00

(7) 'n Openbare rekenmeester wie se gelde deur die Raad vasgestel moet word, moet jaarliks deur die Raad aangestel word, en hy moet die rekenings van die Siektefonds minstens een maal per jaar ouditeer en 'n staat opstel wat die volgende wys:

Alle geld onder alle hoofde ontvang en uitgawes aangegaan gedurende die 12 maande geëindig die vorige 28/29 Februarie tesame met 'n balansstaat wat die bates en laste van die Siektefonds op daardie datum wys. Die geouditeerde staat en balansstaat, mede-onderteken deur die Voorsitter van die Raad, tesame met 'n verslag daaroor deur die ouditeur opgestel, moet op die kantoor van die Raad ter insae lê en gewaarmerkte kopieë daarvan moet binne drie maande na die einde van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid gestuur word.

(8) (a) Ingeval van die verstryking van hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan, deur verloop van tyd of om enige ander rede en 'n latere ooreenkoms wat voorsiening maak vir die voortsetting van die Siektefonds nie binne 'n tydperk van 12 maande vanaf die datum van sodanige verstryking aangegaan word nie, of die Siektefonds nie deur die Raad binne sodanige tydperk oorgeplaas word na enige ander fonds wat gestig is vir dieselfde doel as dié waarvoor die oorspronklike Siektefonds gestig was nie, moet die Siektefonds gelikwedeer word. Die Siektefonds moet gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit na enige ander fonds hierbo vermeld, oorgeplaas word of by 'n latere Ooreenkoms voortgesit word, deur die Raad geadministreer word.

(b) In geval van die ontbinding van die Raad of ingeval hy ophou om gedurende die geldigheidsduur van hierdie Ooreenkoms te funksioneer, kan die Registrateur 'n komitee aanstel bestaande uit 'n gelyke getal verteenwoordigers van werkgewers en werknemers in die Onderneming vir die doel om die Siektefonds te administreer.

Vakatures wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van werkgewers of werknemers in die Onderneming, na gelang van die geval. Waar die komitee nie in staat is nie of onwillig is om sy pligte te vervul, kan die Registrateur 'n trustee of trustees aanstel om die Siektefonds te administreer. Die Komitee of trustee(s) aldus aangestel, het die bevoegdhede wat aan die Raad vir die toepassing van hierdie klousule opgedra is. As daar geen Raad bestaan nie, moet die Siektefonds by verstryking van hierdie Ooreenkoms gelikwedeer word en moet daar oor alle onbestede geld ooreenkomstig paragraaf (c) van hierdie subklousule beskik word.

(c) By likwidasië van die Siektefonds kragtens paragraaf (a) of (b) van hierdie subklousule, moet die geld wat oorbly in die krediet van die Siektefonds, ná betaling van alle eise teen die Siektefonds, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fondse van die Raad inbetaal word en as die sake van die Raad by sodanige likwidasië reeds beredder en sy bates verdeel is, moet die geld wat in die krediet van die Siektefonds oorbly, kragtens artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(9) Geen bedrag mag van die Siektefondsbydraes afgetrek word as skuldvergelyking teen geld wat aan die werkgewer verskuldig kan wees nie.

(10) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as in klousule 13 (5).

(11) Alle geld wat ingevolge hierdie of enige ander loonreëlingsmaatregel by die Raad as siekteverlofbydrae(s) inbetaal is, moet vyf jaar ná die datum van ontvangs, as dit nie opgeëis of daar nie op 'n ander wyse oor beskik is nie, verbeur en vir die doeleindes van subklousule (6) (a) gebruik word.

(12) (a) In die geval van die dood of permanente mediese of ander ongeskiktheid van 'n drywer of arbeider in die Onderneming, kan daar op aansoek betaalbaar wees aan sodaniges van die volgende persone oor wie die Raad na sy uitsluitlike goeddunke kan besluit, 'n bedrag soos uiteengesit in die Bylae van hierdie subklousule of enige kleiner bedrag soos die Raad na sy uitsluitlike goeddunke mag besluit:

(i) Die afhanklikes van die oorlede werknemer; en/of
(ii) die trustee(s) aangestel om na die belange van die oorlede werknemer se afhanklikes om te sien; en/of

(iii) dié erfgename van die oorlede werknemer wat die Raad na sy uitsluitlike goeddunke mag beskou as dié wat geregtig is om die voordele te ontvang; en/of

(iv) die medies of andersins ongeskikte werknemer:

Met dien verstande dat geen voordele betaal moet word nie, tensy bydraes ten opsigte van 'n werknemer oor 'n tydperk van minstens ses maande betaal is.

Bylae insake voordele

Bydraes betaal ten opsigte van die werknemer vir—

	Drywer	Arbeider
ses maande en meer maar minder as vyf jaar.....	R 225,00	R 60,00
vyf jaar of meer maar minder as 10 jaar..	375,00	100,00
tien jaar of meer maar minder as 15 jaar..	562,50	150,00
vyftien jaar of meer maar minder as 20 jaar	750,00	200,00
twintig jaar of meer.....	1 000,00	400,00

(b) Payments in terms of this subclause shall be spread over any period upon which the Council in its entire discretion may decide and shall be subject to funds obtained in terms of subclauses (6) (a) and (11) of this clause being available.

16. DRIVER TRAINING SCHEME

(1) The Driver Training Scheme of the Industrial Council for the Motor Transport Undertaking (Goods) (hereinafter referred to as the "Scheme") established by the Council on 24 April 1967, in terms of the Agreement published under Government Notice R. 541, dated 15 April 1965, is hereby continued to provide training and testing facilities in such manner as prescribed by the Council from time to time in terms of the rules of the Scheme.

(2) (a) Each driver, other than a casual driver, shall contribute weekly to the Scheme the sum of 25c.

These contributions shall be deducted by the employers from the drivers' wages on each pay-day. To the amounts so deducted the employers shall add like amounts and pay the total amount not later than the 15th day of each and every month following that to which they refer to the Secretary of the Council at its offices, P.O. Box 5274, Johannesburg, 2000.

(b) An employer shall when remitting the amount payable in terms of subclause (2) submit a monthly return with the particulars in the form prescribed by the Council for this purpose (including each employee's full first names, surname, date of birth and reference book or identity number).

(c) The Council shall set aside 15 per cent of the annual amount of the contributions collected weekly in terms of subclause (2) (a) in a Reserve Fund for the purpose of future land and property purchases.

(3) The funds of the Scheme shall consist of—

- (a) the money standing to the credit of the Scheme on the date of coming into operation of this Agreement;
- (b) contributions paid in terms of subclause (2) of this clause;
- (c) interest earned on moneys of the Scheme invested;
- (d) any donations and/or moneys received from patrons or from any other source;
- (e) any fees paid for attending training or advancement courses.

(4) (a) The control and administration of the Scheme shall be vested in a Management Committee, appointed by the Council from time to time, consisting of an equal number of employer and employee representatives elected to serve on the Management Committee and shall include at least one employer and one employee in the Undertaking who are not members of either party to the Council.

(b) The Management Committee shall, subject to the approval of the Council, have power—

(i) to establish a training college for the purpose of providing training facilities for drivers in the Undertaking and/or other employees and/or to extend the Scheme's training facilities in the interests of the Undertaking and National Road Safety to members of the State, local Government bodies and any other concerns with transport interests on such conditions and at such fees or contributions as are determined by the Management Committee from time to time;

(ii) subject to subclause (6), to purchase or otherwise acquire, hold, sell or alienate immovable property on behalf of the Scheme;

(iii) to appoint a director of training and such other staff members as may be required for the successful conduct of the training college;

(iv) to draw up, in consultation with and on the recommendation of the director of training, training and development programmes for students attending the training college;

(v) to draw up and/or amend such rules and regulations as may be required for the successful conduct of a training college;

(vi) to determine the fees to be paid by prospective employers or employees in the Undertaking or by the employers of such employees in respect of any training course attended at the training college;

(vii) to attend to any other matter incidental to the operation of the training college, such as the issuing of certificates of competency to successful students, the promotion of public relations, the hiring or acquisition by purchase or otherwise of suitable equipment and any other matters which, in the opinion of the Management Committee, is essential for the successful conduct of the training college and/or recruiting of employees and/or other personnel for the Motor Transport Undertaking (Goods) and the undertaking of research;

(viii) to co-opt in an advisory capacity such other persons as it may deem fit.

(b) Betalings kragtens hierdie subklousule moet versprei word oor 'n tydperk waaroor die Raad na sy uitsluitlike goeddunke mag besluit en hang af van die beskikbaarheid van fondse wat kragtens subklousules (6) (a) en (11) van hierdie klousule verkry word.

16. DRYWEROPLEIDINGSKEMA

(1) Die Dryweropleidingskema van die Nywerheidsraad vir die Motorvervoeronderneming (Goedere) (hierna die "Skema" genoem), ingestel deur die Raad op 24 April 1967 kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 541 van 15 April 1965, word hierby voortgesit ten einde opleidings- en toetsfasiliteite te verskaf op 'n wyse soos deur die Raad van tyd tot tyd kragtens die reëls van die Skema voorgeskryf.

(2) (a) Elke drywer, uitgesonderd 'n los drywer, moet weekliks die bedrag van 25c tot die Skema bydra.

Hierdie bydraes moet deur die werkgewers op elke betaaldag van die drywers se lone afgetrek word. By die bedrae aldus afgetrek moet die werkgewers gelyke bedrae voeg en die totale bedrag voor of op die 15de dag van elke maand wat volg op die maand waarop hulle betrekking het, aan die Sekretaris van die Raad, Posbus 5274, Johannesburg, 2000, stuur.

(b) Wanneer 'n werkgewer die bedrag, betaalbaar kragtens subklousule (2), instuur, moet hy 'n maandopgawe voorlê met die besonderhede in die vorm deur die Raad vir hierdie doel voorgeskryf (insluitende elke werknemer se voorname voluit, familienaam, geboortedatum en identiteitsboek- of persoonsnommer).

(c) Die Raad moet 15 persent van die jaarlikse bedrag van die bydraes wat ingevolge subklousule (2) (a) weekliks ingevorder word in 'n Reserwefonds deponeer vir die doel van toekomstige aankope van grond en eiendom.

(3) Die fondse van die Skema moet bestaan uit—

(a) die geld in die krediet van die Skema op die datum van inwerktrading van hierdie Ooreenkoms;

(b) bydraes kragtens subklousule (2) van hierdie klousule betaal;

(c) rente gekweek op geld van die Skema wat belê is;

(d) alle skenkings en/of geld van beskermhere of uit enige ander bron ontvang;

(e) alle gelde betaal vir die bywoning van opleidings- of bevorderingskursusse.

(4) (a) Die beheer en administrasie van die Skema moet gevestig word in 'n Bestuurskomitee, van tyd tot tyd deur die Raad aangestel, wat bestaan uit 'n gelyke getal werkgewer- en werknemerverteenwoordigers gekies om in die Bestuurskomitee te dien en wat minstens een werkgewer en een werknemer in die Onderneming moet insluit wat nie lede van enigeen van die partye by die Raad is nie.

(b) Behoudens goedkeuring van die Raad, het die Bestuurskomitee die bevoegdheid—

(i) om 'n opleidingskollege te stig met die doel om opleidingsfasiliteite te verskaf vir drywers in die Onderneming en/of ander werknemers en/of om die Skema se opleidingsfasiliteite in belang van die Onderneming en van Nasionale Padveiligheid uit te brei na lede van die Staat, plaaslike bestuursliggame en enige ander ondernemings wat by vervoer belang het op sodanige voorwaardes en teen sodanige fooie of bydraes as wat die Bestuurskomitee van tyd tot tyd mag bepaal;

(ii) om, behoudens subklousule (6), vaste eiendom namens die Skema te koop of andersins te verkry, te besit, te verkoop of te vervreem;

(iii) om 'n direkteur van opleiding aan te stel asook sodanige ander personelede wat nodig mag wees vir suksesvolle funksionering van die opleidingskollege;

(iv) om, in oorleg met en op aanbeveling van die direkteur van opleiding, opleidings- en ontwikkelingsprogramme op te stel vir studente wat die opleidingskollege bywoon;

(v) om sodanige reëls en regulasies op te stel en/of te wysig as wat nodig mag wees vir suksesvolle funksionering van 'n opleidingskollege;

(vi) om die gelde vas te stel wat betaal moet word deur voornemende werkgewers of werknemers in die Onderneming of deur die werkgewers van sodanige werknemers ten opsigte van enige opleidingskursus wat by die opleidingskollege bygevoeg word;

(vii) om aandag te skenk aan enige ander saak wat voortvloei uit die funksionering van die opleidingskollege soos die uitreiking van sertifikate van bevoegdheid aan suksesvolle studente, die bevordering van skakeling met die publiek, die huur of verkryging deur aankoop of andersins van geskikte uitrusting, en aan alle ander sake wat, na die mening van die Bestuurskomitee, noodsaaklik is vir suksesvolle funksionering van die opleidingskollege en/of verwerving van werknemers en/of ander personeel vir die Motorvervoeronderneming (Goedere) en die onderneming van navorsing;

(viii) om enige ander persoon of persone wat hy geskik ag, in 'n raadgewende hoedanigheid te koöpteer.

(c) For the purposes of this clause, "rules" shall mean the rules and regulations of the Scheme as approved by the Council and in force from time to time.

(d) A copy of the rules and any amendments thereof shall be lodged with the Secretary for Labour.

(5) *Banking Account.*—All moneys paid into the Scheme shall be deposited in a special banking account to be operated for and in the name of the Scheme and all cheques shall be signed by two persons duly authorised thereto by the Management Committee.

(6) Any moneys belonging to the Scheme and not required for immediate needs may be invested for the credit of the Scheme by the Management Committee, from time to time, in—

- (i) Stock of the Government of the Republic of South Africa or Local Government Stock;
- (ii) National Savings Certificates;
- (iii) Post Office Savings Accounts or Certificates;
- (iv) savings account, permanent shares or fixed deposits in building societies or banks; or
- (v) in any other manner approved by the Industrial Registrar.

(7) A public accountant whose fees shall be fixed by the Management Committee shall be appointed annually by the Management Committee 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 28/29 February 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 Management Committee, 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.

(8) (a) In the event of the expiration 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 expiration, 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 was created, the Scheme shall be liquidated. The Scheme 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 Management Committee.

(b) In the event of the 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 Scheme.

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 Scheme. The Committee or trustee(s) so appointed shall have the powers vested in the Management Committee for the purpose of this clause. If there is no Council in existence, the Scheme 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 in terms of paragraph (a) or (b) of this subclause the moneys remaining to the credit of the Scheme shall, after payment of all claims against the Scheme, 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 shall be distributed in terms of section 34 (4) of the Act as if it formed part of the general funds of the Council.

17. EXPENSES OF THE COUNCIL

(1) The expenses of the Council shall be met in the following manner:

(a) 16c per week shall be deducted by an employer from the wage of each driver, other than casual drivers, employed. To the amount so deducted the employer shall add a like amount and pay the total amount not later than the 15th day of each month, to the Secretary of the Council at its offices, P.O. Box 5274, Johannesburg, 2000; and

(c) Vir die toepassing van hierdie klousule beteken "reëls" die reëls en regulasies van die Skema soos deur die Raad goedgekeur en soos dit van tyd tot tyd van krag is.

(d) 'n Eksemplaar van die reëls en alle wysigings daarvan moet aan die Sekretaris van Arbeid voorgelê word.

(5) *Bankrekening.*—Alle geld wat in die Skema inbetaal word, moet gestort word in 'n spesiale bankrekening wat vir en namens die Skema geopen word, en alle tjeks moet geteken word deur twee persone wat behoorlik daartoe deur die Bestuurskomitee aangestel is.

(6) Alle geld wat aan die Skema behoort en nie vir onmiddellike behoeftes nodig is nie, kan ten bate van die Skema deur die Bestuurskomitee van tyd tot tyd belê word in—

- (i) effekte van die Regering van Suid-Afrika of effekte van plaaslike owerhede;
- (ii) Nasionale Spaarsertifikate;
- (iii) Poskantoor spaarrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandele of vaste deposito's in bougenootskappe of banke; of
- (v) op enige ander manier wat deur die Nywerheidsregistrator goedgekeur word.

(7) 'n Openbare rekenmeester wie se gelde deur die Bestuurskomitee vasgestel moet word, moet jaarliks deur die Bestuurskomitee aangestel word en hy moet die rekenings van die Skema minstens een maal per jaar ouditeer en 'n staat opstel wat die volgende wys:

Alle geld onder alle hoofde ontvang en uitgawes aangegaan gedurende die 12 maande geëindig die vorige 28/29 Februarie, tesame met 'n balansstaat wat die bates en laste van die Skema op daardie datum wys. Die geouditeerde staat en balansstaat, medeonderteken deur die Voorsitter van die Bestuurskomitee, tesame met 'n verslag daaroor deur die ouditeurs opgestel moet op die kantoor van die Raad ter insae lê en gewaarmerkte kopieë daarvan moet binne drie maande na die einde van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid gestuur word.

(8) (a) Ingeval hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan verstryk deur verloop van tyd of om enige ander rede en 'n latere ooreenkoms wat voorsiening maak vir die voortsetting van die Skema nie binne 'n tydperk van 12 maande vanaf die datum van sodanige verstryking aangegaan word nie, of die Skema se fondse nie deur die Raad binne sodanige tydperk oorgeplaas word na enige ander fonds wat gestig is vir dieselfde doel as dié waarvoor die oorspronklike Skema gestig was nie, moet die Skema gelikwedeer word. Die Skema moet gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit na enige ander fonds hierbo vermeld, oorgeplaas word of deur 'n latere Ooreenkoms voortgesit word, deur die Bestuurskomitee geadminestreer word.

(b) In geval van die ontbinding van die Raad of in geval hy ophou om gedurende die geldigheidsduur van hierdie Ooreenkoms te funksioneer, kan die Registrateur 'n komitee aanstel bestaande uit 'n gelyke getal verteenwoordigers van werkgewers en werknemers in die Onderneming vir die doel om die Skema te administreer.

Vakatures wat in die Komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van werkgewers of werknemers in die Onderneming, na gelang van die geval. Waar die Komitee nie in staat is nie of onwilling is om sy pligte te vervul, kan die Registrateur 'n trustee of trustees aanstel om die Skema te administreer.

Die komitee of trustee(s) aldus aangestel, het die bevoegdheid wat aan die Bestuurskomitee vir die toepassing van hierdie klousule opgedra is. As daar geen Raad bestaan nie, moet die Skema by verstryking van hierdie Ooreenkoms gelikwedeer word en moet daar oor alle onbestede geld ooreenkomstig paragraaf (c) van hierdie subklousule beskik word.

(c) By likwidasië van die Skema kragtens paragraaf (a) of (b) van hierdie subklousule, moet die geld wat oorbly in die krediet van die Skema ná betaling van alle eise teen die Skema, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fondse van die Raad inbetaal word en as die sake van die Raad by sodanige likwidasië reeds beredder en sy bates verdeel is, moet die geld wat in die krediet van die Skema oorbly, kragtens artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

17. UITGAWES VAN DIE RAAD

(1) Die uitgawes van die Raad moet op die volgende wyse bestry word:

(a) 'n Werkgewer moet van die loon van elke drywer in sy diens, uitgesonderd 'n los drywer, 16c per week aftrek. By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag wat daaraan gelyk is, voeg en die totale bedrag voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 5274, Johannesburg, 2000, stuur; en

(b) 4c per week shall be deducted by an employer from the wage of each labourer, other than a casual labourer, employed. To the amount so deducted the employer shall add a like amount and pay the total amount not later than the 15th day of each month following that to which it refers, to the Secretary of the Council at its offices, P.O. Box 5274, Johannesburg, 2000; and

(c) an owner-driver shall contribute 20c per week in respect of himself as driver and/or owner.

(2) An employer shall, when remitting the amount payable in terms of subclause (1), submit a monthly return with particulars in the form prescribed by the Council for this purpose by not later than the 15th day of each month following that to which it refers to the Secretary of the Council at its offices, P.O. Box 5274, Johannesburg, 2000.

18. EMPLOYMENT OF TRADE UNION LABOUR

(1) Every driver who is a member of any of the trade unions shall produce to his employer on the date of coming into operation of this Agreement or as soon as possible but not later than one month thereafter, if he has not already done so, or upon engagement, his membership card showing that he is a bona fide member of the trade union.

(2) Every driver who is a member of any of the trade unions shall accept employment only with an employer who is a member of the employers' organisation.

(3) Employers who are members of the employers' organisation at the date of publication of this Agreement shall employ only drivers who are members of a trade union, and employers who join the employers' organisation after publication hereof shall thereafter engage only drivers who are members of a trade union.

19. TRADE UNION AND EMPLOYERS' ORGANISATION SUBSCRIPTIONS

(1) Trade union subscriptions:

(a) Every employer shall each week deduct from the wages of his drivers the current subscriptions listed in paragraph (b) hereunder and payable by the latter to the trade unions and shall transmit the amount so deducted, together with a monthly return prescribed by the Council for this purpose, to the Secretary of the Industrial Council, P.O. Box 5274, Johannesburg, 2000, by not later than the 15th of the month following.

(b) The weekly subscriptions to be deducted from every driver are:

(i) In the case of a White driver.....	R 1,25
(ii) In the case of a Coloured or Asian driver.....	0,60

(2) The Secretary of the Council shall, not later than the 10th day of each month, transmit to the trade unions the total of trade union contributions received by the Council during the preceding month.

(3) Subscriptions due to the employers' organisation shall be paid to the Council if demanded by the Council's Secretary who shall not later than the 10th day of each month, transmit such subscriptions received during the preceding month to the employers' organisation.

20. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL

Employees' representatives on the Council shall be given every facility by their employers to attend to their duties in connection with the work of the Council.

21. 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 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 week's 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 subclauses (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.

(b) 'n werkgewer moet van die loon van elke arbeider in sy diens, uitgesonderd 'n los arbeider, 4c per week aftrek. By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag wat daaraan gelyk is, voeg en die totale bedrag voor of op die 15de dag van elke maand wat volg op die maand waarop dit betrekking het, aan die Sekretaris van die Raad, Posbus 5274, Johannesburg, 2000, stuur; en

(c) 'n eienaar-drywer moet ten opsigte van homself 20c per week as bestuurder en/of eienaar bydra.

(2) 'n Werkgewer moet voor of op die 15de dag van elke maand wat volg op die maand waarop dit betrekking het, wanneer hy die bedrag betaalbaar ingevolge subklousule (1) inbetaal, 'n maandopgawe met besonderhede in die vorm vir dié doel deur die Raad voorgeskryf, aan die Sekretaris van die Raad, Posbus 5274, Johannesburg, 2000, stuur.

18. INDIENSNEMING VAN VAKVERENIGINGARBEID

(1) Elke drywer wat lid van enigeen van die vakverenigings is, moet op die datum waarop hierdie Ooreenkoms in werking tree, of so gou as moontlik, maar hoogstens een maand daarna, as hy dit nie reeds gedoen het nie, of by indiensneming sy lidmaatskapkaart, wat toon dat hy 'n bona fide-lid van die vakvereniging is, aan sy werkgewer voorleë.

(2) Elke drywer wat lid van enigeen van die vakverenigings is, moet diens aanvaar slegs by 'n werkgewer wat 'n lid van die werkgewersorganisasie is.

(3) Werkgewers wat op die datum van publikasie van hierdie Ooreenkoms lede van die werkgewersorganisasie is, moet slegs drywers wat lede van die vakverenigings is, in diens neem, en werkgewers wat na die publikasie hiervan by die werkgewersorganisasie aansluit, mag daarna slegs drywers wat lede van die vakverenigings is, in diens neem.

19. VAKVERENIGING- EN WERKGEWERS-ORGANISASIELEDEGELD

(1) Vakverenigingledegeld:

(a) Elke werkgewer moet elke week die geldende ledegeld wat in paragraaf (b) hieronder genoem word en wat deur die drywers aan die vakverenigings betaalbaar is, van die lone van sy drywers aftrek en die bedrag aldus afgetrek, tesame met die maandelikse opgawe deur die Raad vir hierdie doeleinde voorgeskryf, voor of op die 15de van die volgende maand aan die Sekretaris van die Nywerheidsraad, Posbus 5274, Johannesburg, stuur.

(b) Die weeklikse ledegeld wat van elke drywer afgetrek moet word, is:

(i) In die geval van 'n Blanke drywer.....	R 1,25
(ii) In die geval van 'n Kleurling- of Asiërdrywer.....	0,60

(2) Die Sekretaris van die Raad moet voor of op die 10de dag van elke maand die totale vakverenigingledegeld wat die Raad gedurende die vorige maand ontvang het, aan die vakverenigings stuur.

(3) Ledegeld aan die werkgewersorganisasie verskuldig, moet aan die Raad betaal word wanneer daarom gevra word deur die Raad se Sekretaris wat voor of op die 10de dag van elke maand, die ledegeld wat gedurende die vorige maand ontvang is, aan die werkgewersorganisasie moet stuur.

20. WERKNEMERSVERTEENWOORDIGERS IN DIE RAAD

Werkgewers moet aan hul werknemers wat werknemersverteenvoorgangers in die Raad is, alle fasiliteite verleen om hul pligte in verband met die werk van die Raad na te kom.

21. BEÏNDIGING VAN DIENSKONTRAK

(1) Ingeval diens gedurende die eerste drie maande diens beëindig word, mag 'n werkgewer 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 met die loon vir nege uur.

(2) Ingeval diens na dié eerste drie maande diens beëindig word, moet 'n werkgewer of werknemer (uitgesonderd 'n los werknemer) die dienskontrak beëindig deur minstens een week skriftelik 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 in subklousules (1) en (2) vervat, raak die volgende nie:

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

(b) enige ooreenkoms tussen 'n werkgewer en 'n werknemer wat 'n opseggingstyd bepaal 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 hierdie paragraaf aangegaan is, die betaling of verbeuring in plaas van kennisgewing in verhouding moet wees tot die tydperk van kennisgewing waarvoor daar ooreengekom is.

22. TIME AND WAGE REGISTERS

(1) Every employer shall in respect of, and at each place where he conducts business, keep available for inspection at all times and in the form prescribed by the regulations under the Act, an up to date record of the earnings paid to, and the time worked by each of his employees. All entries shall be in ink.

(2) Every employer shall retain the completed record referred to in subclause (1) of this clause for a period of three years subsequent to the date of any entry in it.

(3) Every employer shall upon the commencement of employment of every employee, enter into the record referred to in subclause (1) of this clause—

- (a) the full first names, surname and reference book or identity number of the employee;
- (b) the class of his employment; and
- (c) the date of commencement of his employment.

23. EXEMPTIONS BY THE COUNCIL

(1) The Council may, upon application to it and on good cause shown, and subject to the proviso to section 51 (3) of the Act, exempt any employer or employee from observing any provisions of this Agreement: Provided that any person who may be adversely affected by any exemption shall have the right to lodge with the Council an objection, in writing, within three days before such application is heard or any application for review of the Council's decision shall be lodged within seven days after the decision of the Council has been conveyed to him.

(2) The Council shall fix in respect of any person who has been granted an exemption, in terms of subclause (1), the conditions subject to which such exemptions shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing, to the person concerned, withdraw any exemption whether or not the period for which exemption was granted, has expired.

(3) The Council shall issue to every person who has been granted an exemption, a licence, which shall be signed by the Chairman and the Secretary of the Council, in the following terms:

- (a) The full name of the person concerned;
- (b) trade name;
- (c) the provisions of the Agreement from which exemption is granted;
- (d) the period for which the exemption shall operate;
- (e) date of issue;
- (f) the condition(s) of the exemption granted.

(4) The Secretary of the Council shall—

- (a) retain a copy of the licence and number each licence consecutively;
- (b) forward to the employer a copy of a licence issued to an employee.

(5) An employer to whom a licence has been issued, shall at all times display such licence in a conspicuous place at his registered business address.

(6) An employee to whom a licence has been issued, shall keep it in safe custody.

24. EXHIBITION OF AGREEMENT AND NOTICES

(1) An employer shall affix and keep in a conspicuous place in the premises in which his motor vehicles are garaged and at the usual place for the payment of wages, readily accessible to his employee(s), a legible copy of this Agreement *in toto*, and in both official languages and in the form prescribed in the regulations under the Act.

(2) An employer shall affix and keep affixed in a like manner a notice specifying the day of the week and time and place at which wages will ordinarily be paid weekly. If the wages are paid at more than one place, the notice shall specify the places.

(3) An employer who is the owner of any motor vehicle(s) used in the Undertaking within the jurisdiction of the Council shall cause his trade name, address and telephone number to be legibly painted on both left and right front doors of the said vehicle(s) in a colour which shall contrast clearly with the background upon which it is painted and the dimensions of all letters and figures used in painting such information and their arrangement shall be as follows:

- (a) Height of figures and letters, between 7,5 cm and 8,5 cm;
- (b) width of figures and letters (figure "1" excepted), 3 cm;
- (c) width of stroke in figures and letters, between 1 cm and 1,5 cm;
- (d) space between adjoining figures or letters, between 1 cm and 1,5 cm; and
- (e) space between words where set out in the same line, at least 2,5 cm.

22. TYD- EN LOONREGISTERS

(1) Elke werkgever moet ten opsigte van elke plek, en op elke plek, waar hy besigheid drijf, te alle tye en in die vorm soos voorgeskryf in die regulasies wat kragtens die Wet opgestel is, 'n register, gedurig tot op datum bygehou, van die verdienste betaal aan, en die tyd deur elk van sy werknemers gewerk, vir inspeksie beskikbaar hou. Alle inskrywings moet met ink gedoen word.

(2) Elke werkgever moet die voltooië register, in subklousule (1) van hierdie klousule bedoel, vir 'n tydperk van drie jaar ná die datum van enige inskrywing daarin, bewaar.

(3) Elke werkgever moet, by die aanvang van diens van elke werknemer, in die register in subklousule (1) van hierdie klousule bedoel, die volgende invul:

- (a) Die voorname, voluit, familienaam en identiteitsboek- of persoonsnommer van die werknemer;
- (b) sy klas werk; en
- (c) die datum waarop sy diens begin het.

23. VRYSTELLINGS DEUR DIE RAAD

(1) Die Raad kan op aansoek, indien 'n goeie rede aangevoer word en onderworpe aan die voorbehoudsbepaling tot artikel 51 (3) van die Wet, enige werkgever of werknemer van nako- ming van enige bepaling van hierdie Ooreenkoms vrystel: Met dien verstande dat 'n persoon wat deur 'n vrystelling nadelig geraak word, die reg het om binne drie dae vóórdat die aansoek gehoor word, skriftelik beswaar by die Raad in te dien, of om binne sewe dae ná die Raad se besluit aan hom bekendgemaak is, 'n aansoek om hersiening van die Raad se besluit in te dien.

(2) Die Raad moet ten opsigte van iemand aan wie vrystelling kragtens subklousule (1) verleen word die voorwaardes waarop die vrystelling van krag is, vasstel: Met dien verstande dat die Raad na goedvinde, nadat aan die betrokke persoon een week skriftelik kennis gegee is, 'n vrystelling kan intrek, afgesien daarvan of die termyn waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Raad moet aan elke persoon aan wie vrystelling verleen is, 'n sertifikaat uitreik wat deur die Voorsitter en die Sekretaris van die Raad onderteken is en waarop die volgende vermeld word:

- (a) Naam van die betrokke persoon voluit;
- (b) handelsnaam;
- (c) bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (d) die tydperk waarvoor die vrystelling van krag is;
- (e) datum van uitreiking;
- (f) die voorwaarde(s) waarop die vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

- (a) 'n afskrif van die sertifikaat wat uitgereik word, hou en elke sertifikaat in volgorde nommer;
- (b) aan die werkgever 'n afskrif van die sertifikaat stuur wat aan 'n werknemer uitgereik word.

(5) 'n Werkgever aan wie 'n sertifikaat uitgereik is, moet dit te alle tye op 'n opvallende plek by sy geregistreerde besigheids- adres vertoon hou.

(6) 'n Werknemer aan wie 'n sertifikaat uitgereik is, moet sodanige sertifikaat veilig bewaar.

24. VERTONING VAN OOREENKOMS EN KENNISGEWINGS

(1) 'n Werkgever moet op 'n opvallende plek in die perseel waarin sy motorvoertuie gestal word en op die gewone plek vir uitbetaling van lone, wat vir sy werknemers maklik toeganklik is, 'n leesbare kopie van hierdie Ooreenkoms in sy geheel in beide amptelike tale en in die vorm soos voorgeskryf in die regulasies wat kragtens die Wet opgestel is vertoon hou.

(2) 'n Werkgever moet op dieselfde wyse 'n kennisgewing opplak en opgeplak hou waarin die dag van die week en die tyd en plek waar lone gewoonlik weekliks uitbetaal sal word, vermeld word. As lone op meer as een plek uitbetaal word, moet die plekke in die kennisgewing vermeld word.

(3) 'n Werkgever wat die eienaar is van 'n motorvoertuig (of motorvoertuie) wat in die Onderneming binne die regsgebied van die Raad gebruik word, moet sy handelsnaam, adres en telefoonnommer op sowel die linker- as die regtervoordeur van genoemde voertuig of voertuie laat verf in 'n kleur wat duidelik kontrasteer met die agtergrond waarop dit geveer is en die afmetings van alle letters en syfers wat gebruik word om sodanige inligting met verf aan te bring, asook die rangskikking daarvan, moet soos volg wees:

- (a) Hoogte van syfers en letters, tussen 7,5 cm en 8,5 cm;
- (b) wydte van syfers en letters (syfer "1" uitgesonderd), 3 cm;
- (c) wydte van skuinsstrepes tussen syfers en letters, tussen 1 cm en 1,5 cm;
- (d) spasie tussen syfers of letters wat langs mekaar staan, tussen 1 cm en 1,5 cm; en
- (e) spasie tussen woorde in dieselfde reël, minstens 2,5 cm.

25. AGENTS TO THE COUNCIL

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

(2) An agent after having disclosed his identity and produced his authority may enter any premises, board any stationary vehicle, may question any employee and employer and inspect any records, seize any book or thing: Provided that he shall issue a receipt for any book or thing so seized. He shall also satisfy himself that the terms of this Agreement are observed by the contracting parties.

(3) An agent shall carry out all instructions given him by the Council.

Signed for and on behalf of the parties to the Council at
Johannesburg this 6th day of February 1975.

A. M. SERRANO, Chairman of the Council.

A. HAMMON, for Vice-Chairman of the Council.

E. NEL, Secretary of the Council.

25. AGENTE VAN DIE RAAD ✓

(1) Die Raad moet een of meer persone as agente van die Raad aanstel om behulpsaam te wees by die toepassing van hierdie Ooreenkoms.

(2) Nadat 'n agent sy identiteit bekendgemaak het en sy magtiging voorgelê het, kan hy enige inrigting betree, op 'n stilstandende motorvoertuig klim, 'n werknemer en werkgewer ondersoek en registers ondersoek en beslag lê op enige boek of voorwerp: Met dien verstande dat hy vir 'n boek of voorwerp waarop hy aldus beslag lê 'n ontvangsbewys uitreik. Hy moet homself ook oortuig dat hierdie Ooreenkoms deur die kontrakterende partye nagekom word.

(3) 'n Agent moet alle opdragte uitvoer wat die Raad aan hom gee.

Vir en namens die partye by die Raad op hede die 6de dag van Februarie 1975 in Johannesburg onderteken.

A. M. SERRANO, Voorsitter van die Raad.

A. HAMMON, namens Ondervoorsitter van die Raad.

E. NEL, Sekretaris van die Raad.

ANNEXURE/AANHANGSEL A.1

INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS)
NYWERHEIDSRAAD VIR DIE MOTORVERVOERONDERNEMING (GOEDERE)

Telephones/Telefoon 23-7855/6

P.O. Box/Postbus 5274

Johannesburg, 2000

STATEMENT RE REGISTRATION WITH THE INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT
UNDERTAKING (GOODS)

VERKLARING I.S. REGISTRASIE BY DIE NYWERHEIDSRAAD VIR DIE MOTORVERVOERONDERNEMING (GOEDERE)

Date/Datum.....

Name of employer and partners

Naam van werkgever en vennote.....

Trade name

Handelsnaam.....

Address of business

Adres van besigheid..... Tel.....

Residential address

Woonadres..... Tel.....

Vehicles used and Registration Nos. Voertuie in gebruik en Registrasie Nos. Trucks/Vragmotors	Gross vehicle mass Bruto voertuigmassa	Driver's name Drywer se naam

[illegible]

Full names of drivers Volle name van drywers (Block letters/Blokletters)	I.D. Nos.	Date of engagement Datum van indiensname	Addresses of drivers Adresse van drywers

Name of labourers Name van arbeiders (Block letters/Blokletters)	Date of engagement Datum van indiensname	Reference book No. Bewysboek No.

Business commenced on

Business commenced on
Besigheid is begin op.....

Signature of employer/Handtekening van werkgever

ANNEXURE/AANHANGSEL A.2

INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS)
NYWERHEIDSRAAD VIR DIE MOTORVERVOERONDERNEMING (GOEDERE)Ninth Floor/Negende Verdieping
Cape York House/-gebou
262 Jeppe Street/-straat
Johannesburg, 2000

Tel. 23-7585

P.O. Box/Posbus 5274
Johannesburg, 2000It is hereby certified that
Hiermee word verklaar dat.....

of/van.....

carrying on business under the style of
wat besigheid dryf onder die naam van.....has been registered as an employer under the jurisdiction of the Industrial Council for the Motor Transport Undertaking (Goods) in the
as 'n werkgever geregistreer is onder die bestek van die Nywerheidsraad vir die Motorvervoeronderneming (Goedere) in die landdros-
Magisterial District of
distrik.....for Industrial Council for the Motor Transport
Undertaking (Goods)
vir Nywerheidsraad vir die Motorvervoeronder-
nemning (Goedere)

Date/Datum.....

Secretary/Sekretaris

ANNEXURE/AANHANGSEL B

INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS)
NYWERHEIDSRAAD VIR DIE MOTORVERVOERONDERNEMING (GOEDERE)

Telephones/Telefoon 23-7585/6

CERTIFICATE OF SERVICE
DIENSSERTIFIKAAT

Date

Datum.....

Employer's name

Naam van werkgever.....

Business name

Naam van besigheid.....

Business address

Adres van besigheid.....

Telephone No./Telefoon No.....

Driver's name

Drywer se naam.....

Driver's address

Drywer se adres.....

Identity No./Ref. No.

Identiteits- of Persoonsnommer/Verwysingsnommer.....

U.I.F. Serial No.

W.V.F.-volgnommer.....

Date service commenced

Datum van diensaanvaarding.....

Date service terminated

Datum van diensbeëindiging.....

Weekly wage paid

Weeklikse lone betaal.....

Leave pay paid on termination

Verlofgeld betaal met diensbeëindiging.....

* Reasons for termination of service

* Rede vir diensbeëindiging.....

Previous employer

Vorige werkgever.....

Employer's signature/Handtekening van werkgever

* Insert numerals only, viz. 1 Resignation. 2 Reduction in staff. 3 Other.

* Skryf slegs nommer van toepaslike opskrif in, nl. 1 Bedanking. 2 Vermindering van personeel. 3 Andere.

(a) Original to be handed to employee.

(b) Duplicate to be forwarded to the Secretary of the Council, P.O.
Box 5274, Johannesburg, 2000, within 24 hours.

(c) Copy to be kept by employer.

(a) Oorspronklike moet aan werknemer oorhandig word.

(b) Duplikaat moet binne 24 uur aan die Sekretaris van die Raad,
Posbus 5274, Johannesburg, 2000, gestuur word.

(c) Afskrif moet deur die werkgever behou word.

**INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT
UNDERTAKING (GOODS)
NYWERHEIDSRaad VIR DIE MOTORVERVOERONDER-
NEMING (GOEDERE)**

Ninth Floor, Cape York House, cor. of Jeppe and Nugget Streets,
Johannesburg, 2000.
Negnede Verdieping, Cape Yorkgebou, h/v Jeppe- en Nuggetstraat,
Johannesburg, 2000.
Phone/Foon 23-7585/6.

Employer
Werkgewer.....

Address
Adres.....

All queries regarding particulars on pay envelope or money enclosed in
pay envelope must be made immediately to the person paying out, or to the
Industrial Council within seven days.

Alle navrae aangaande besonderhede op betaalboek of geld daarin
moet onmiddellik by die betaalmeester gedoen word, of binne sewe dae by
die Nywerheidsraad.

ANNEXURE/AANHANGSEL C

EMPLOYEE'S NAME

NAAM VAN WERKNEMER.....

Occupation/Beroep..... Week ending/Week eindigend.....

Wages (inclusive) of leave pay, holiday pay, and Sick Fund

Loon (insluitende) verlofsoldy, vakansiesoldy en Siekte-

fonds..... Hrs./Ure R.....

Overtime/Oortydwerk..... R.....

Sunday and holiday time/Sondae en vakansiedagtyd..... R.....

Subsistence/Verblyftoelae..... R.....

Bonus..... R.....

TOTAL AMOUNT DUE

TOTALE BEDRAG VERSKULDIG..... R.....

LESS DEDUCTIONS/MIN AFTREKKINGS:

P.A.Y.E./L.B.S..... R.....

Unemployment Insurance

Werkloosheidversekering..... R.....

Industrial Council Levy

Nywerheidsraadheffing..... R.....

Driver Training Levy

Dryweropleidingheffing..... R.....

Trade Union dues/Vakvereniginggelde..... R.....

Insurance/Assuransie..... R.....

Board and lodging/Kos en inwoning..... R.....

Leave pay/Verlofsoldy..... R.....

Holiday pay/Vakansiesoldy..... R.....

Sick Fund/Siektefonds..... R.....

Pension/Pensioen..... R.....

Staff advances/Personeelvoorskotte..... R.....

TOTAL DEDUCTIONS

TOTALE AFTREKKINGS..... R..... R.....

AMOUNT ENCLOSED (Cash)

BEDRAG INGESLUIT (Kontant)..... R.....

ANNEXURE/AANHANGSEL D.1

DRIVER'S DAILY LOGBOOK SHEET/DRYWER SE DAAGLIKSE LOGBOEKFOLIO

Industrial Council for the Motor Transport Undertaking (Goods), P.O. Box 5274, JOHANNESBURG, 2000

Nywerheidsraad vir die Motorvervoeronderneming (Goedere), Posbus 5274, JOHANNESBURG, 2000

Date/Datum.....19..... Day/Dag.....

Vehicle Reg. No./Registrasie No. van voertuig.....

Name of employer or owner-driver

Trailer No.

Naam van werkgewer of eienaar-drywer.....

Sleepwa No.....

Name of vehicle driver

Names of labourers accompanying vehicle

Naam van voertuigdrywer.....

Name van arbeiders wat voertuie vergesel

Speedometer reading

Shift end/Skofeinde.....

Kilometer afstand.....

Shift start/Skof begin.....

Total/Totaal.....

Midnight

Midnag

1. Off duty

Van diens af.....

2. Sleeper berth

Slaapkajuit.....

3. Driving

Dryf.....

4. On duty

(not driving)

Op diens

(nie dryf nie)

Midnight

Midnag

Remarks

Opmerkings

	1	2	3	4	5	6	7	8	9	10	11	Noon	1	2	3	4	5	6	7	8	9	10	11	Total hours Totale ure	Normal hours Gewone ure	Overtime hours Oortydure	Sunday and Public Holiday heiligedag en Vakansiedag
1. Off duty Van diens af.....																											
2. Sleeper berth Slaapkajuit.....																											
3. Driving Dryf.....																											
4. On duty (not driving) Op diens (nie dryf nie)																											
Midnight Midnag																											

Signature of employer or duly authorised representative
Handtekening van werkgewer of behoorlik gemagtigde verteenwoordiger

I certify that these entries are true and correct.
Ek sertifiseer dat hierdie inskrywings waar en juis is.

Signature of driver/Handtekening van drywer

**DRIVER'S DAILY VEHICLE INSPECTION REPORT
 DRYWER SE DAAGLIKSE VOERTUIGINSPEKSIEVERSLAG**

Date Time Place
 Datum Tyd Plek
 Vehicle No.
 Voertuig No.
 Trailer No.
 Sleepwa No.

ON ARRIVAL/BY AANKOMS

- ☐ General condition/Algemene toestand.
☐ Body damage/Bakskade.
☐ LEAKS—Water, fuel, oil, grease/LEKKE—
 Water, brandstof, olie, smering.
☐

ENGINE/ENJIN

- ☐ Oil and water levels/Olie- en waterpeile.
☐ Leaks/Lekke.
☐ Battery.
☐ Belts/Bande
☐

INTERIOR/BINNE

- ☐ Start engine and turn on all lights/Enjin aansit
 en alle ligte aanskakel.
☐ Gauges/Meters.
☐ Windscreen wipers/Ruitveërs.
☐ Horn/Toeter.
☐ Rear-view mirrors/Truspieëls.
☐ Steering (free play)/Stuur (speling).
☐ Heater/Verwarmer.
☐ Spare fuses/Reserwe smeltdrade.
☐ Fire extinguisher/Brandblusser.
☐ Triangles/Driehoëke.
☐ First aid kit/Eerstehulpkassie.
☐

EXTERIOR/BUITE

- ☐ Wheels, tyres, wheel nuts/Wiele, bande, wiel-
 moere.
☐ Hoses/Drukslange.
☐ Wiring/Bedrading.
☐ Hook-up and 5th wheel/Koppeling en 5de wiel.
☐ Tow-bar safety chains/Trekyster, veiligheids-
 kettings.
☐ Lights: Stop, tail, indicators, head/Ligte: Stop,
 agter, rigtingwysers, hoof.
☐ Reflectors/Weerkaatsers.
☐ Load and fastenings/Vrag en beveliging.
☐ Springs/Vere.
☐ Cab, body, doors, windscreen/Kajuit, Bak,
 deure, windskeerm.
☐ General cleanliness/Algemene netheid.
☐ Semi-trailer landing gear/Leunwastaanstutte.
☐

ON THE ROAD/OP PAD

- ☐ Brake efficiency first available opportunity/
 Remdoeltreffendheid eerste beskikbare geleent-
 heid.
☐ Engine/Enjin.
☐ Fuel system/Brandstofstelsel.
☐ Cooling system/Verkoelingstelsel.
☐ Clutch, transmission/Koppelaar, transmissie.
☐ Exhaust/Uitleat.
☐ Gauges/Meters.

**GENERAL REMARKS/BREAKDOWNS/CONDITION
 ALGEMENE OPMERKINGS/ONKLAARRAKINGS/TOESTAND**

.....

**CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY
 TOESTAND VAN BOGENOEMDE VOERTUIG IS BEVREDIGEND**

**YES/NO
 JA/NEE**

.....Signature/Handtekening

ANNEXURE/AANHANGSEL D.2

DRIVER'S DAILY LOG SHEET/DRYWER SE DAAGLIKSE LOGSTAAT

Day/Dag Date/Datum 19..... Name of employer or owner-driver Naam van werkgegewer of eienaar-drywer Name of driver Naam van drywer Name and identification number of labourer(s) accompanying driver: Naam en identifikasienommer(s) van arbeider(s) wat drywer vergesel: No. No. No. No. GENERAL REMARKS/BREAKDOWNS/DEFECTS ALGEMENE OPMERKINGS/ONKLAARRAKINGS/ DEFEKTE.	Vehicle, registration number and trailers Voertuig, registrasienommer en sleepwaens Speedometer reading Kilometerlesing Shift end/Skokeinde Shift start/Skofaanvang Total/Totaal Hours of work/Werkure: Time of starting work Tyd waarop werk begin word Time of finishing work Tyd waarop werk gestaak word Number of normal hours worked Aantal normale ure gewerk Number of hours of overtime worked Aantal ure oortyd gewerk a.m./p.m. vm./nm. a.m./p.m. vm./nm. a.m./p.m. to a.m./p.m. vm./nm. tot vm./nm. a.m./p.m. to a.m./p.m. vm./nm. tot vm./nm. Sunday and public holiday hours Sondag- en vakansiedagure
---	--

**INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS)
NYWERHEIDSRAAD VIR DIE MOTORVERVOERONDERNEMING (GOEDERE)**

Returns of levies and funds due to the Industrial Council for the Motor Transport Undertaking (Goods)
Opgawe van heffings en fondse verskuldig aan die Nywerheidsraad vir die Motorvervoeronderneming (Goedere)

Address of business..... Tel.....
Adres van besigheid

[illegible]

Levies/Heffings.....	
Sick leave/Siekteverlof.....	
Leave pay/Verlofsoldy.....	
Trust.....	
Sundries/Diverse.....	
Total/Totaal.....	

Employer's signature.....
Werkgevers handtekening

ANNEXURE/AANHANGSEL E.2
INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS)
NYWERHEIDSRAAD VIR DIE MOTORVERVOERONDERNEMING (GOEDERE)

P.O. Box/Posbus 5274, Johannesburg, 2000

Return of levies and funds due to the Industrial Council for the Motor Transport Undertaking (Goods)
Opgawe van heffings en fondse verskuldig aan die Nywerheidsraad vir die Motorvervoeronderneming (Goedere)

Employer's FILE No.....
Werkgewer se LEËR No.....

For the weeks ending 19.....
Vir die weke eindigende

Name of employer or owner-driver.....
Naam van werkgewer of eienaar-bestuurder

Name of business.....
Naam van besigheid

Address of business..... Tel.....
Adres van besigheid

Trade Union No. Vakverenigingno.	Drivers/Drywers (Full names/Volle name)	Race Ras	Identity No. Identiteits- of persoons- no.	Shift/Skof week 5 or/of 6 day/dag	Date of birth Datum van geboorte	Type of vehicle Tipe voertuig	SHIFTS/SKOFTE				Com- mence- ment Aanvang	Ter- mination Beëindig- ing	Levies Heffings		Driver training Drywer- opleiding		Trade union Vak- vereniging		Sick leave Siekte- verlof		Holiday pay Vakansie- soldy		Leave pay Verlof- soldy		Total Totaal			
							Excess brought forward last month Oorskot veriede maand oorgedra	Worked this month Hierdie maand gewerk	Total Totaal	Excess carried forward Oorskot oorge- bring			R	c	R	c	R	c	R	c	R	c	R	c	R	c		

RECEIPT No.....
KWITANSIE No.....
DATE.....
DATUM.....

Levies/Heffings.....
Driver training/Dryweropleiding.....
Trade union/Vakvereniging.....
M.T.O.A./M.T.E.V.....
Sick leave/Siekteverlof.....
Holiday pay/Vakansiesoldy.....
Leave pay/Verlofsoldy.....
Trust.....
Sundries/Diverse.....
Total/Totaal.....

Employer's signature.....
Werkgewer se handtekening.....

ANNEXURE/AANHANGSEL F

INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS)
NYWERHEIDSRAAD VIR DIE MOTORVERVOERONDERNEMING (GOEDERE)P.O. Box/Posbus 5274
Johannesburg, 2000
Tel. 23-7585/6PRO RATA ACCRUED SHIFT ENTITLEMENT ADVICE (LEAVE PAY AND HOLIDAY PAY BONUS)
BEWYS VIR PRO RATA OPGELOPE SKOF (VERLOFSOLDY EN VAKANSIESOLDYBONUS)Full names of employee..... Identity No.....
Volledige name van werknemer..... Persoonsnommer.....Date of birth..... Occupation..... Race..... 5/6-day week.....
Datum van geboorte..... Beroep..... Ras..... 5/6-dag week.....Residential address.....
Woonadres.....SERVICE DETAILS: Furnish employer's names and employee's service periods
DIENSBESONDERHEDE: Gee werkgeversname en werknemer se dienstermyne.No. of shifts carried forward from previous leave period [clause 13 (2) (b)]
Getal skofte oorgedra van vorige verloftydperk [klousule 13 (2) (b)].....Employer(s) since previous annual leave.
Werkgewer(s) sedert vorige jaarlikse verlof.Service period
Diensttermyn

From Van	tot	tot
..	..	..
..	..	..
..	..	..
..	..	..
..	..	..

Total shifts accrued since previous annual leave

Totale skofte opgehoop sedert vorige jaarlikse verlof.....

Accrued shifts
Opgeloopte skofteI/We certify that the above-mentioned details are true and correct.
Ek/Ons sertifiseer dat boegemelde inligting juist en korrek is.

Date/Datum.....

Place/Plek.....

Signature of employer or duly authorised representative
Handtekening van werkgever of behoorlik gemagtigde
vertegenwoordiger

(1) Post original to Council/Pos oorspronklike aan Raad [Clause/Klousule 13 (1) (c)].

(2) Employer retains one copy for records/Werkgever behou een afskrif vir rekords.

(3) Hand one copy to employee to give to his new employer/Handig een afskrif aan werknemer vir oordrag aan sy nuwe werkgever.

FOR OFFICIAL USE ONLY/SLEGS VIR AMPTELIKE GEBRUIK

Date..... Account No.....
Datum..... Rekeningnommer.....Cheque No.....
Tjeknommer.....Amounts paid. Sick fund..... R.....
Bedrae betaal. Siektefonds.....Leave pay..... R.....
Verlofsoldy.....Holiday pay..... R.....
Vakansiesoldy.....

Trust..... R.....

Total
Totaal..... R.....Checked by.....
Nagegaan deur.....
Authorised by.....
Gemagtig deur.....
Received by.....
Ontvang deur.....Employee's signature.....
Werknemer se handtekening.....

ANNEXURE/AANHANGSEL G

INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS)
NYWERHEIDSRAAD VIR DIE MOTORVERVOERONDERNEMING (GOEDERE)P.O. Box/Posbus 5274
Johannesburg, 2000
Tel. 23-7585/6ANNUAL SHIFT ACCRUAL ADVICE VOUCHER (LEAVE PAY AND HOLIDAY PAY BONUS)
BEWYS VIR JAARLIKSE OPGELOPE SKOF (VERLOFSOLDY EN VAKANSIESOLDYBONUS)

N.B.—Kindly identify application forms by means of an X as either:

L.W.—Geliewe aansoekvorms te identifiseer met 'n kruisie (X) as:

For Council records

Vir Raad se rekords.....

or/of

Employee's payment voucher

Werknemer se betalingsbewysstuk.....

Full names of employee.....

Volle name van werknemer.....

Identity No.....

Persoonsnommer.....

Date of birth.....

Datum van geboorte.....

Occupation.....

Beroep.....

Race.....

Ras.....

5/6-day week.....

5/6-dag week.....

Address to which cheque payment must be forwarded.....

Adres waarheen betalingjek gestuur moet word.....

Accrued shifts
Opgeloepe skofte

Credit shifts carried forward from previous leave period [see clause 13 (2) (b)].....

Kreditskofte oorgedra van vorige jaar se verloftydperk [sien klousule 13 (2) (b)].....

Credit leave shifts carried forward in respect of current year service with other employers with whom above-named served as per attached pro rata entitlement advices [clause 13 (1) (c)].....

Kreditverlofskofte oorgedra ten opsigte van huidige jaar se diens by ander werkgewers by wie bogenoemde gewerk het soos per aangehegte pro rata-skof kennisgewings [klousule 13 (1) (c)].....

Credit shifts lost on instructions of employer through military training or on sick leave [clause 13 (5)].....

Kreditskofte verloor op las van werkgewers, as gevolg van militêre opleiding of met siekteverlof [klousule 13 (5)].....

Credit shifts worked with present employer during current leave year [clause 13 (2)].....

Kreditskofte gewerk by huidige werkgewer gedurende huidige verlofjaar [klousule 13 (2)].....

Total shifts accrued.....

Totale skofte opgeloopt.....

I/We certify that the above-mentioned employee is still in my/our service and qualifies for annual leave which has been granted for the
Ek/Ons sertifiseer dat bogenoemde werknemer wat nog in my/ons diens is, kwalifiseer vir jaarlikse verlof wat toegestaan is vir die

period.....

tydperk.....

to.....

tot.....

Name of company or individual employer completing advice.....

Naam van maatskappy of individuele werkgewer wat bewys voltooi.....

Signature of employer or duly authorised representative.....

Handtekening van werkgewer of behoorlik gemagtigde

verteenwoordiger.....

Address/Adres.....

Date/Datum.....

Place/Plek.....

FOR OFFICIAL USE ONLY/SLEGS VIR AMPTELIKE GEBRUIK

- (1) Post original together with any outstanding leave pay and holiday pay bonus contributions to the Council [clause 13 (8)].
Pos oorspronklike aan die Raad tesame met enige uitstaande bydraes vir verlofsoldy en vakansiesoldybonus [klousule 13 (8)].

- (2) Employer retains one copy for records.
Werkgewer behou 'een afskrif vir rekords.

- (3) Hand one copy to employee.
Handig een afskrif aan werknemer.

Date.....

Datum.....

Account No./Rekening No.....

Cheque No./Tjekno.....

Amounts paid

Bedrae betaal.....

Sick fund/Siektefonds..... R.....

Leave pay/Verlofsoldy..... R.....

Holiday pay/Vakansiesoldy..... R.....

Trust..... R.....

Total/Totaal..... R.....

Checked by/Nagegaan deur.....

Authorised by/Gemagtig deur.....

Received by/Ontvang deur.....

Employee's signature.....

Werknemer se handtekening.....

ANNEXURE/AANHANGSEL H

INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS)
NYWERHEIDSRAAD VIR DIE MOTORVERVOERONDERNEMING (GOEDERE)P.O. Box/Posbus 5274
Johannesburg, 2000
Telephones/Telefoon 23-7585/6NOTICE OF TERMINATION OF EMPLOYMENT
[In terms of clause 21 (2) of the Agreement]KENNIS VAN BEÏNDIGING VAN DIENSKONTRAK
[Ooreenkomstig klousule 21 (2) van die Ooreenkoms]

Employer/Werkgewer.....

Address/Adres.....

I hereby tender one week's notice to terminate my/your employment on.....
Hiermee word 'n week kennis gegee dat ek my/u dienskontrak beëindig op

Date/Datum.....

Signature/Handtekening

Full names of employee.....
Volle name van werknemerIdentity No.....
PersoonsnommerDr/Lab.
Dr/Arb.Signature of recipient
Handtekening van ontvanger

Original to be forwarded to the Secretary of the Industrial Council, P.O. Box 5274, Johannesburg, 2000, within 24 hours. Duplicate to be kept by employer.

Oorspronklike moet binne 24 uur aan die Sekretaris van die Nywerheidsraad, Posbus 5274, Johannesburg, 2000, gestuur word. Duplikaat moet deur die werkgever behou word.

No. R. 677

11 April 1975

INDUSTRIAL CONCILIATION ACT, 1956
MOTOR TRANSPORT UNDERTAKING (GOODS).—
CANCELLATION OF GOVERNMENT NOTICES

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 175 and R. 176 of 31 January 1975, with effect from 1 May 1975.

M. VILJOEN, Minister of Labour.

No. R. 677

11 April 1975

WET OP NYWERHEIDSVERSOENING, 1956
MOTORVERVOERONDERNEMING (GOEDERE). —
INTREKKING VAN GOEWERMENSKENNIS-
GEWINGS

Ek, Marais Viljoen, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermenskennisgewings R. 175 en R. 176 van 31 Januarie 1975 in, met ingang van 1 Mei 1975.

M. VILJOEN, Minister van Arbeid.

FLORA OF SOUTHERN
AFRICA

A taxonomic treatment of the flora of the Republic of South Africa, Lesotho, Swaziland and South-West Africa. To be completed in 33 volumes, not in numerical sequence.

Now available:

Vol. 1 (1966). Price R1,75. Overseas: R2,20. Post free.

Vol. 13 (1970). Price R10. Overseas: R12. Post free.

Vol. 26 (1963). Price R4,60. Overseas: R5,75. Post free.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

FLORA VAN SUIDELIKE
AFRIKA

'n Taksonomiese behandeling van die flora van die Republiek van Suid-Afrika, Lesotho, Swaziland en Suidwes-Afrika. Sal bestaan uit 33 volumes, nie in numeriese volgorde nie.

Reeds beskikbaar:

Vol. 1 (1966). Prys R1,75. Oorsee: R2,20. Posvry.

Vol. 13 (1970). Prys R1. Oorsee: R12. Posvry.

Vol. 26 (1963). Prys R4,60. Oorsee: R5,75. Posvry.

Verkrygbaar van die Direkteur, Afdeling Landbouinligting, Privaatsak X144, Pretoria.

THE FLOWERING PLANTS OF AFRICA

This publication is issued as an illustrated serial, much on the same lines as Curtis's Botanical Magazine, and for imitating which no apology need be tendered.

The desire and object of the promoters of the publication will be achieved if it stimulates further interest in the study and cultivation of our indigenous plants.

The illustrations are prepared mainly by the artists at the Botanical Research Institute, and the Editor is pleased to receive living plants of general interest or of economic value for illustration.

Each part contains 10 plates and costs R1,50 per part. Two, three or four parts may be published annually, depending on the availability of illustrations. A volume consists of four parts. From Volume 27, the price per volume is: Cloth binding, R10; morocco binding, R14.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

DIE BLOMPLANTE VAN AFRIKA

Hierdie publikasie word uitgegee as 'n geïllustreerde reeks, baie na die aard van Curtis se "Botanical Magazine". Die doel van die werk is om die skoonheid en variasie van vorm van die flora van Afrika aan die leser bekend te stel, om belangstelling in die studie en kweek van die inheemse plante op te wek, en om plantkunde in die algemeen te bevorder.

Die meeste van die illustrasies word deur kunstenaars van die Navorsingsinstituut vir Plantkunde gemaak, dog die redakteur verwelkom geskikte bydraes van 'n wetenskaplike en kunsstandaard afkomstig van verwante inrigtings.

Onder huidige omstandighede word twee dele van die werk gelyktydig gepubliseer, maar met onreëlmatige tussenposes; elke deel bevat tien kleurplate. Intekengeld bedra R1,50 per deel: Vier dele per band. Vanaf band 27 is die prys per band in linne gebind R10; in morocco-leer gebind R14.

Verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria.

MEMOIRS OF THE BOTANICAL SURVEY OF SOUTH AFRICA

The memoirs are individual treatises usually of an ecological nature, but sometimes taxonomic or concerned with economic botany. Thirty-nine numbers have been published, some of which are out of print.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

MEMOIRS VAN DIE BOTANIESE OPNAME VAN SUID-AFRIKA

Die memoirs is individuele verhandelings, gewoonlik ekologies van aard, maar soms handel dit oor taksonomiese of ekonomiese-plantkundige onderwerpe. Negeëndertig nommers is reeds gepubliseer waarvan sommige uit druk is.

Verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria.

AGROANIMALIA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11 1958-1968 and deals with Animal Production and Technology, Livestock Management and Ecology, Physiology, Genetics and Breeding, Dairy Science and Nutrition. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at 50 cents per copy or R2 per annum, post free (foreign 60 cents per copy or R2,40 per annum).

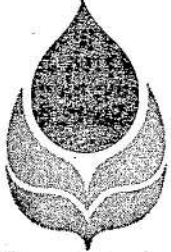
AGROANIMALIA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Diereproduksie en -tegnologie, Diereversorging en -ekologie, Fisiologie, Genetika en Teelt, Suiwelkunde en Voeding. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

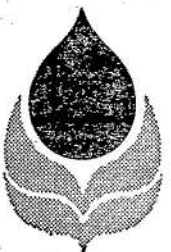
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