



Government Gazette

Buitengewone Extraordinary

Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuusblad by die Poskantoor Geregistreer)

(REGULATION GAZETTE No. 477)

Price 10c Prys
Overseas 15c Oorsee
POST FREE — POSVRY

(REGULASIEKOERANT No. 477)

VOL. 16.]

PRETORIA, 15 APRIL 1965.

[No. 1087.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 541.]

[15 April 1965.]

INDUSTRIAL CONCILIATION ACT, 1956.

MOTOR TRANSPORT UNDERTAKING (GOODS).

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Motor Transport Undertaking (Goods) shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) and (3), 8 (6) (b), 15, 16, 17 and 23, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said undertaking 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 No. 1779 of the 6th November, 1964, fell within the Magisterial District of Heidelberg), Delmas, Germiston, Johannesburg, Krugersdorp, Odendaalsrus, Randfontein (excluding the farms Moadowns No. 1, Holfontein No. 17, Leeuwpaan No. 18, Ireton No. 19, Pahtiki No. 20, Bospan No. 21, and Rietfontein No. 48), Roodepoort, Springs, Vanderbijlpark, Ventersburg, Vereeniging, Welkom, that portion of the Magisterial District of Kempton Park which prior to the publication of Government Notice No. 556 of the 29th March, 1956, fell within the Magisterial Districts of Benoni, Boksburg, Germiston and Johannesburg, that portion of the Magisterial District of Virginia which prior to the publication of Government Notice No. 396 of the 13th March, 1959, fell within the

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 541.]

[15 April 1965.]

WET OP NYWERHEIDSVERSOENING, 1956.

MOTORVERVOERONDERNEMING (GOEDERE).

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Motorvervoeronderneming (Goedere) betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) en (3), 8 (6) (b), 15, 16, 17 en 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Onderneming in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan (uitgesonderd daardie gedeeltes van die landdrosdistrikte Boksburg en Brakpan wat voor die publikasie van Goewermentskennisgewing No. 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Delmas, Germiston, Johannesburg, Krugersdorp, Odendaalsrus, Randfontein (uitgesonderd die plase Moadowns No. 1, Holfontein No. 17, Leeuwpaan No. 18, Ireton No. 19, Pahtiki No. 20, Bospan No. 21 en Rietfontein No. 48), Roodepoort, Springs, Vanderbijlpark, Ventersburg, Vereeniging, Welkom, daardie gedeelte van die landdrosdistrik Kempton Park wat voor die publikasie van Goewermentskennisgewing No. 556 van 29 Maart 1956 binne die landdrosdistrikte Benoni, Boksburg, Germiston en Johannesburg geval het, daardie gedeelte van die landdrosdistrik Virginia wat voor die publikasie van Goewermentskennisgewing No. 396 van 13

Magisterial District of Ventersburg, that portion of the Magisterial District of Wesselsbron which prior to the publication of Government Notice No. 509 of the 19th March, 1954, fell within the Magisterial District of Odendaalsrus, and in that portion of the Magisterial District of Hennenman which prior to the 1st June, 1963, fell within the Magisterial District of Ventersburg; and

- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan (excluding those portions of the Magisterial Districts of Boksburg and Brakpan which prior to the publication of Government Notice No. 1779 of the 6th November, 1964, fell within the Magisterial District of Heidelberg), Delmas, Germiston, Johannesburg, Krugersdorp, Odendaalsrus, Randfontein (excluding the farms Moadowns No. 1, Holfontein No. 17, Leeuwpark No. 18, Ireton No. 19, Pahtiki No. 20, Bospan No. 21 and Rietfontein No. 48), Roodepoort, Springs, Vanderbijlpark, Ventersburg, Vereeniging, Welkom that portion of the Magisterial District of Kempton Park which prior to the publication of Government Notice No. 556 of the 29th March, 1956, fell within the Magisterial Districts of Benoni, Boksburg, Germiston and Johannesburg, that portion of the Magisterial District of Virginia which prior to the publication of Government Notice No. 396 of the 13th March, 1959, fell within the Magisterial District of Ventersburg, that portion of the Magisterial District of Wesselsbron which prior to the publication of Government Notice No. 509 of the 19th March, 1954, fell within the Magisterial District of Odendaalsrus, and in that portion of the Magisterial District of Hennenman which prior to the 1st June, 1963, fell within the Magisterial District of Ventersburg and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (1), and (3), 8 (6) (b), 15, 16, 17 and 23, shall *mutatis mutandis* be binding upon all Bantu employed in the said Undertaking by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

A. E. TROLLIP,
Minister of Labour.

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' organization") of the one part, and the

Motor Transport Workers' Union (South Africa)

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

being the parties of 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 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 No. 1779 of the 6th November, 1964, fell within the Magisterial District of Heidelberg), Delmas, Germiston, Johannesburg, Krugersdorp, Odendaalsrus, Randfontein (excluding the farms Moadowns No. 1, Holfontein No. 17, Leeuwpark No. 18, Ireton No. 19, Pahtiki No. 20, Bospan No. 21 and Rietfontein No. 48), Roodepoort, Springs, Vanderbijlpark, Ventersburg, Vereeniging, Welkom, that portion of the Magisterial

Maart 1959 binne die landdrosdistrik Ventersburg geval het, daardie gedeelte van die landdrosdistrik Wesselsbron wat voor die publikasie van Goewermentskennisgewing No. 509 van 19 Maart 1954 binne die landdrosdistrik Odendaalsrus geval het en in daardie gedeelte van die landdrosdistrik Hennenman wat voor 1 Junie 1963 binne die landdrosdistrik Ventersburg geval het; en

- (c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) en (3), 8 (6) (b), 15, 16, 17 en 23, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan (uitgesonderd daardie gedeeltes van die landdrosdistrikte Boksburg en Brakpan wat voor die publikasie van Goewermentskennisgewing No. 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Delmas, Germiston, Johannesburg, Krugersdorp, Odendaalsrus, Randfontein (uitgesonderd die plase Moadowns No. 1, Holfontein No. 17, Leeuwpark No. 18, Ireton No. 19, Pahtiki No. 20, Bospan No. 21 en Rietfontein No. 48), Roodepoort, Springs, Vanderbijlpark, Ventersburg, Vereeniging, Welkom, daardie gedeelte van die landdrosdistrik Kempton Park wat voor die publikasie van Goewermentskennisgewing No. 556 van 29 Maart 1956 binne die landdrosdistrikte Benoni, Boksburg, Germiston en Johannesburg geval het, daardie gedeelte van die landdrosdistrik Virginia wat voor die publikasie van Goewermentskennisgewing No. 396 van 13 Maart 1959 binne die landdrosdistrik Ventersburg geval het, daardie gedeelte van die landdrosdistrik Wesselsbron wat voor die publikasie van Goewermentskennisgewing No. 509 van 19 Maart 1954 binne die landdrosdistrik Odendaalsrus geval het en in daardie gedeelte van die landdrosdistrik Hennenman wat voor 1 Junie 1963 binne die landdrosdistrik Ventersburg geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Onderneming by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRaad VIR DIE MOTORVERVOER-ONDERNEMING (GOEDERE).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenning, 1956, gesluit en aangegaan deur en tussen die

Motor Transport Owners' Association of South Africa

(hieronder die „werkgewersorganisasie” genoem), aan die een kant, en die

Motor Transport Workers' Union (South Africa)

(hieronder die „vakvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Motorvervoer-onderneming (Goedere).

1. TOEPASSINGSBESTEK EN GELDIGHEIDSDUUR VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan (uitgesonderd daardie gedeeltes van die landdrosdistrikte Boksburg en Brakpan wat voor die publikasie van Goewermentskennisgewing No. 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Delmas, Germiston, Johannesburg, Krugersdorp, Odendaalsrus, Randfontein, (uitgesonderd die plase Moadowns No. 1, Holfontein No. 17, Leeuwpark No. 18, Ireton No. 19, Pahtiki No. 20, Bospan No. 21 en Rietfontein No. 48), Roodepoort, Springs, Vanderbijlpark, Ventersburg, Vereeniging, Welkom, daardie gedeelte van die landdrosdistrik Kempton Park wat voor die publikasie van Goewermentskennisgewing No. 556 van 29 Maart 1956 binne die landdrosdistrikte Benoni, Boksburg,

District of Kempton Park which prior to the publication of Government Notice No. 556 of the 29th March, 1956, fell within the Magisterial Districts of Benoni, Boksburg, Germiston and Johannesburg, that portion of the Magisterial District of Virginia which prior to the publication of Government Notice No. 396 of the 13th March, 1959, fell within the Magisterial District of Ventersburg, that portion of the Magisterial District of Wesselsbron which prior to the publication of Government Notice No. 509 of the 19th March, 1954, fell within the Magisterial District of Odendaalsrus, and in that portion of the Magisterial District of Hennenman which prior to the 1st June, 1963, fell within the Magisterial District of Ventersburg, by all employers who are engaged in the Motor Transport Undertaking (Goods) and who are members of the employers' organization and by the employees of such employers who are members of the trade union and employed in the said Undertaking.

(2) Notwithstanding the provisions of sub-clause (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 in terms of section forty-eight of the Act, and shall remain in force for three (3) 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 the 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) which is within the Province of Transvaal;

"Area 'B'" means the part of the area prescribed in clause 1 (1) which is within the Province of the Orange Free State;

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

"casual employee" means a driver or labourer who is employed by the same employer on not more than two 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 control of the steering apparatus thereof, and who shall if required to do so by his employer perform one or more of the following duties:—

(a) Examine and correct tyre pressure, oil levels, fuel, batteries and water levels of vehicles;

(b) keep vehicles in a well-greased condition generally, tighten nuts and bolts, check and report oil levels in gear boxes and differentials;

(c) pay personal attention to the coupling up of articulated units or trailers;

(d) bear responsibility for the goods on the motor vehicle whilst in charge of such motor vehicle;

(e) check and properly secure all loads before departure from any depot or place upon delivery or pick-up, enumerate all goods on a delivery or loading slip to be signed by both the driver and the consignee or consignor or despatcher at any depot or place;

(f) report all mechanical or other defects of the vehicle as soon as possible or not later than within 24 hours to the employer, his duly accredited representative or any person appointed by the employer to receive such reports; such reports shall be recorded in the log-book herein defined;

(g) supervise and control labourers assigned to his vehicle;

(h) be responsible for all running repairs which are defined herein;

provided that notwithstanding anything contained in this definition no driver shall be required to load or off-load goods;

"essential services" mean 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;

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

"hours of work" includes all periods of the driving of any motor vehicle and any time spent by a driver on other work connected with a motor vehicle in terms of the definitions herein of "driver" and "running repairs" and all periods during which a driver is obliged to remain at his post in readiness to work when required to do so;

Germiston en Johannesburg geval het, daardie gedeelte van die landdrosdistrik Virginia wat voor die publikasie van Goewermementskennisgewing No. 396 van 13 Maart 1959 binne die landdrosdistrik Ventersburg geval het, daardie gedeelte van die landdrosdistrik Wesselsbron wat voor die publikasie van Goewermementskennisgewing No. 509 van 19 Maart 1954 binne die landdrosdistrik Odendaalsrus geval het, en in daardie gedeelte van die landdrosdistrik Hennenman wat voor 1 Junie 1963 binne die landdrosdistrik Ventersburg geval het, nagekom word deur alle werkgewers by die Motorvervoersonder-neming (Goedere) betrokke en lede van die werkgewersorganisasie is, en deur die werknemers van sodanige werkgewers wat lede van die vakvereniging en in genoemde Onderneming werksaam is.

(2) Ondanks die bepalinge van subklousule (1) is die bepalinge van 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 kragtens artikel agt-en-veertig van die Wet vasstel, en bly drie (3) jaar lank van krag of vir dié tydperk wat die Minister mag bepaal.

2. WOORDOMSKRYWING.

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"Gebied 'A'" daardie deel van die gebied in klousule 1 (1) voorgeskryf wat in die Provinsie Transvaal val;

"Gebied 'B'" daardie deel van die gebied in klousule 1 (1) voorgeskryf wat in die Provinsie Oranje-Vrystaat val;

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

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

"Raad" die Nywerheidsraad vir die Motorvervoersonder-neming (Goedere);

"bestuurder" met betrekking tot 'n motorvoertuig, die persoon wat oor die stuurtoestel daarvan beheer het en wat, indien sy werkgewer van hom vereis om dit te doen, een of meer van die volgende pligte moet verrig:—

(a) die lugdruk in die bande, die olie-, brandstof-, battery- en waterpeil van voertuie nagaan en op die korrekte peil hou;

(b) voertuie oor die algemeen goed gesmeer hou, moere en boue vasdraai; die oliepeil in ratkaste en ewenaars nagaan en daarvoor verslag doen;

(c) persoonlike aandag skenk aan die vaskoppeling van geartikuleerde eenhede of sleepwaens;

(d) vir die goedere op die motorvoertuig verantwoordelikheid dra terwyl sodanige motorvoertuig onder sy sorg is;

(e) alle vragte wat afgelewer of afgelaai word voor vertrek vanaf 'n depot of plek behoorlik vasmaak; alle goedere aanteken op 'n aflewings- of laaibrief wat deur beide die bestuurder en die ontvanger of af- of versender by enige depot of plek onderteken moet word;

(f) so spoedig moontlik, of binne hoogstens 24 uur, meganiese of ander defekte van die voertuig rapporteer aan die werkgewer, sy behoorlik gemagtigde verteenwoordiger of enige persoon wat deur die werkgewer aangestel is om sodanige rapporte te ontvang; daar moet in die logboek wat hierin omskryf word aantekening gehou word van sodanige rapporte;

(g) toesig hou en kontrole uitoefen oor arbeiders wat aan sy voertuig toegesê is;

(h) verantwoordelik wees vir alle lopende herstelwerk soos hierin omskryf;

met dien verstande dat ongeag enigiets wat in hierdie woord-omskrywing vervat is, daar van geen bestuurder vereis mag word om goedere op- of af te laai nie;

"noodsaaklike dienste" werk wat weens onvoorsiene oorsake soos brand, storm, ongeluk, gewelddadig of diefstal sonder versuim verrig moet word en onontbeerlike 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 onder-neming te voorkom, met inbegrip van vervoer vir die Polisie of vir nasionale verdediging;

"uurloon" die voorgeskrywe weekloon gedeel deur 48;

"werkure" alle tydperke wat 'n motorvoertuig bestuur word en alle tyd wat 'n bestuurder ingevolge die omskrywing hierin van "bestuurder" en "lopende herstelwerk" aan ander werk in verband met 'n motorvoertuig bestee, en ook alle tydperke wat 'n bestuurder op sy pos moet bly gereed om te werk as dit van hom vereis word;

"heavy vehicle" means a motor vehicle of which the tare weight is 10,000 lb. and more and shall include any articulated unit and/or any vehicle towing one or more trailers;

"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 vehicle" means a motor vehicle the tare weight of which is less than 10,000 lb.;

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

"motor vehicle" means a conveyance used for the transportation or haulage of goods and which is propelled by other than human or animal power and includes a tractor, a mechanical horse and a steam wagon;

"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;

"tare", in relation to a motor vehicle, means the weight of such vehicle ready to travel on a road and shall include the weight of—

- (a) any spare wheel and of all other accessories and equipment supplied by the manufacturer as standard for the particular model of motor vehicle concerned;
- (b) anything which is a permanent part of the structure of such vehicle;
- (c) anything affixed to such vehicle so as to form a structural alteration of a permanent nature; and
- (d) the accumulators, if such vehicle is selfpropelled by electrical power;

but shall not include the weight of—

- (i) fuel; and
- (ii) anything affixed to such vehicle which is not of the nature referred to in paragraph (b) and/or (c);

"trailer" means any conveyance coupled to and hauled by a motor vehicle;

"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;

"wage register" means the record required to be kept by employers in terms of section fifty-seven (1) of the Act;

"year" means any period of 12 months employment in the undertaking.

(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 a form 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 and addresses of all his drivers;
- (c) the number of motor vehicles used in his business together with their registration numbers, and the registered tare weight of each vehicle.

(2) If the Council has reason to believe that the registered tare weight 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 tare weight.

"swaar voertuig" 'n motorvoertuig waarvan die eiegewig 10,000 lb. en groter is en omvat dit 'n geartikuleerde eenheid en/of 'n voertuig wat een of meer sleepwaens trek;

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

- (a) op 'n motorvoertuig wat op tog is, dien of dit vergesel;
- (b) goedere op- of aflaai;
- (c) goedere dra of opstapel;
- (d) pakkiste of bale of ander goederehouers oop- of toemaak of toespyker of toenaai 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, buiten bestuur, in verband met 'n motorvoertuig verrig;

"ligte voertuig" 'n motorvoertuig waarvan die eiegewig kleiner as 10,000 lb. is;

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

"motorvoertuig" 'n vervoermiddel wat gebruik word om goedere te vervoer of te karwei en wat deur ander krag as dié van mense of diere aangedryf word, en omvat dit 'n trekker, 'n voorhaker en 'n stoomwa;

"eienaar-bestuurder" 'n werkgewer wat die eienaar of mede-eienaar van 'n motorvoertuig is en wat self 'n motorvoertuig bestuur wat vir vervoer van goedere teen huur of beloning gebruik word;

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

"eiegewig", met betrekking tot 'n motorvoertuig die gewig van sodanige voertuig as dit padgereed is en sluit dit die gewig in van—

- (a) 'n noodwiel en alle ander toebehore en uitrusting wat die vervaardigers as standaard vir die besondere model motorvoertuig verskaf;
- (b) enigiets wat 'n permanente deel van die struktuur van sodanige voertuig is;
- (c) enigiets wat aan sodanige voertuig geheg word ten einde 'n permanente strukturele verandering aan te bring; en
- (d) die akkumulator, indien sodanige voertuig deur elektriese krag aangedryf word;

maar omvat dit nie die gewig van die volgende nie—

- (i) brandstof; en
- (ii) enigiets aan sodanige voertuig geheg wat nie van die aard wat in paragraaf (b) en/of (c) bedoel word, is nie;

"sleepwa" enige voertuig wat aan 'n motorvoertuig gekoppel en daardeur getrek word;

"loon" die bedrag wat ingevolge klousule 4 aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos voorgeskryf in klousule 10 (1); met dien verstande dat indien 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige werkure 'n loon betaal wat hoër is as dié wat by klousule 4 voorgeskryf word, dit sodanige hoër bedrag beteken;

"loonregister" die aantekeninge wat ingevolge artikel sewe-en-veertig (1) van die Wet deur werkgewers bygehou moet word;

"jaar" enige tydperk van 12 maande diens in die onderneming.

(2) Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is en mag dit vir die leiding van werkgewers en werknemers vertolk en beslissings daarvolgens vel wat nie met die bepalinge daarvan of van die Wet strydig is nie.

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

(1) Elke werkgewer of eienaar-bestuurder wat dit nog nie ingevolge 'n vorige ooreenkoms van die Raad gedoen het nie, en elke werkgewer of eienaar-bestuurder wat tot die onderneming toetree, moet binne een maand na die inwerkingtreding van hierdie Ooreenkoms, of binne een maand nadat hy tot die onderneming toetree het, na gelang van die geval, 'n opgaaf waarin die volgende gemeld word aan die Raad voorlê in 'n vorm wat die Raad vir dié doel voorskryf—

- (a) sy naam voluit en die name van vennote en die naam waaronder sy besigheid gedryf word, saam met sy besigheidsadres;
- (b) die name en adresse van al sy bestuurders;
- (c) die getal motorvoertuie wat in verband met sy besigheid gebruik word, saam met die registrasienommers en die geregistreerde eiegewig van elke voertuig.

(2) Indien die Raad rede het om te glo dat die eiegewig nie korrek geregistreer is nie, moet die Raad van die eienaar van sodanige voertuig vereis om genoemde voertuig na dié plek waarop die Raad mag besluit, te bring ten einde die korrekte eiegewig daarvan vas te stel.

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

(4) Whenever an employer engages or dismisses a driver or whenever a driver leaves the services of an employer such employer shall within 24 hours notify the Council accordingly, in writing, in a form prescribed for this purpose by the Council.

(5) (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 a form prescribed for this purpose by the Council.

(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.

(6) 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.

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:—

(1) Weekly wages in Area A for:

	R
(a) A driver of a light vehicle.....	22.00
(b) A driver of a heavy vehicle.....	26.00
(c) A labourer.....	7.00

(2) Weekly wages in Area B for:

(a) A driver of a light vehicle.....	16.00
(b) A driver of a heavy vehicle.....	24.00
(c) A labourer.....	5.52

(3) *Driver's service bonus—Areas A and B.*—Every employer shall pay his driver who has completed twelve months of uninterrupted service as driver with him, a weekly service bonus of R2.00 in addition to the minimum rates of wages specified in sub-clauses (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 the Agreement for an employee of his class, shall continue to receive such higher wages while employed by the same employer on the same work.

(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.

An employer shall pay his employees working overtime for each hour so worked:—

(a) In Area:

	Per Hour. (Cents.)
(i) A driver of a light vehicle.....	60
(ii) A driver of a heavy vehicle.....	70
(iii) A labourer.....	20

(b) In Area B:

	Per Hour. (Cents.)
(i) A driver of a light vehicle.....	45
(ii) A driver of a heavy vehicle.....	67
(iii) A labourer.....	16

(c) In both 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 forty-eight.

6. SUBSISTENCE ALLOWANCE.

(1) Whenever the work of an employee on any one journey precludes him from returning to his home for his night's rest, he shall be paid by his employer, in addition to the other remuneration prescribed in this Agreement, a subsistence allowance of not less than, in the case of—

(a) drivers—

	R
(i) where it is necessary to obtain an evening meal and accommodation.....	2.25
(ii) where it is necessary to obtain an evening meal, accommodation and breakfast.....	2.65
(iii) where it is necessary to obtain accommodation, breakfast, lunch and an evening meal.....	3.15

(3) By ontvangs van die besonderhede wat in subklousule (1) bedoel word, moet die Raad 'n registrasiesertifikaat aan die werkgewer uitreik.

(4) Wanneer 'n werkgewer 'n bestuurder in diens neem of ontslaan of wanneer 'n bestuurder 'n werkgewer se diens verlaat, moet sodanige werkgewer die Raad dienoreenkomstig binne 24 uur skriftelik in 'n vorm wat die Raad vir hierdie doel voorskryf, in kennis stel.

(5) (a) By die beëindiging van die dienskontrak van enigen van sy bestuurders, uitgesonderd 'n los bestuurder, moet 'n werkgewer 'n dienssertifikaat in 'n vorm wat die Raad vir hierdie doel voorskryf, aan sodanige bestuurder uitreik.

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

(6) Geen werkgewer mag 'n nuwe bestuurder wat nie 'n dienssertifikaat van sy vorige werkgewer kan voorleë nie, in diens neem nie, tensy sodanige bestuurder vir die eerste maal tot die Onderneming toetree.

4. LONE.

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

(1) Weeklone in Gebied A vir:

	R
(a) 'n Bestuurder van 'n ligte voertuig.....	22.00
(b) 'n Bestuurder van 'n swaar voertuig.....	26.00
(c) 'n Arbeider.....	7.00

(2) Weeklone in Gebied B vir:

	R
(a) 'n Bestuurder van 'n ligte voertuig.....	16.00
(b) 'n Bestuurder van 'n swaar voertuig.....	24.00
(c) 'n Arbeider.....	5.52

(3) *Diensbonus van bestuurder—Gebied A en B.*—Elke werkgewer moet sy bestuurder wat twaalf maande onafgebroke diens as bestuurder by hom voltooi het, benewens die minimum loon wat in subklousules (1) en (2) hiervan gespesifiseer word, 'n weeklikse diensbonus van R2 betaal.

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

(5) 'n Werknemer wat op die datum waarop hierdie Ooreenkoms in werking tree 'n hoër loon ontvang as dié wat in die Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy by dieselfde werkgewer dieselfde werk verrig.

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

5. BETALING VIR OORTYDWERK.

'n Werkgewer moet sy werknemers wat oortyd werk vir elke uur aldus gewerk die volgende betaal:—

(a) In Gebied A:

	Per uur. (Sent.)
(i) Bestuurder van 'n ligte voertuig.....	60
(ii) Bestuurder van 'n swaar voertuig.....	70
(iii) Arbeider.....	20

(b) In Gebied B:

	Sent per uur.
(i) Bestuurder van 'n ligte voertuig.....	45
(ii) Bestuurder van 'n swaar voertuig.....	67
(iii) Arbeider.....	16

(c) In albei gebiede moet 'n werkgewer sy werknemer wat oortydwerk aan noodsaaklike dienste verrig vir elke uur of gedeelte daarvan betaal teen minstens dubbel die werknemer se voorgeskrewe loon gedeel deur agt-en-veertig.

6. VERBLYFTOELAES.

(1) Wanneer 'n werknemer se werk dit vir hom op 'n bepaalde reis onmoontlik maak om na sy tuiste terug te keer vir sy nagrus, moet sy werkgewer hom benewens die ander besoldiging wat in hierdie Ooreenkoms voorgeskryf word minstens die volgende verblyftoelae betaal in die geval van—

(a) bestuurders—

	R
(i) waar dit nodig is om 'n aandete en akkommodasie te verkry.....	2.25
(ii) waar dit nodig is om 'n aandete, akkommodasie en ontbyt te verkry.....	2.65
(iii) waar dit nodig is om akkommodasie, ontbyt, middag- en aandete te verkry.....	3.15

Provided that where the employer provides accommodation R1.00 may be deducted from the above rates;

(b) labourers—

	R
(i) where it is necessary to obtain an evening meal and bed.....	0.40
(ii) where it is necessary to obtain an evening meal, bed and breakfast.....	0.55
(iii) where it is necessary to obtain breakfast, midday meal, evening meal and a bed....	0.70

(2) *Board and Lodging*.—When an employee agrees or is required under the Bantu (Urban Areas) Consolidation Act, 1945, as amended, 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.....	0.30	1.30
(ii) Lodging.....	0.20	0.87
(iii) Board and Lodging.....	0.50	2.17

7. SUNDAY AND PUBLIC HOLIDAY PAY.

(1) Time worked by an employee on a Sunday or public holiday specified in clause 12 of this Agreement, 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 8 hours whether he has worked 8 hours or less.

(2) Any time worked by an employee in excess of 8 hours on a Sunday or public holiday shall be paid at four times the hourly rate prescribed for his class and such excess shall not exceed two hours on any Sunday or public holiday.

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 (7) 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.

(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:—

- With the written consent of his employee deductions for holiday, insurance, provident and/or pension funds;
- current trade union subscriptions as listed in this Agreement;
- when an employee absents himself from work a deduction proportionate to the period of such absence;
- a deduction of any amount which an employer by law or any competent court order is required or permitted to make;
- subject to the consent of the Council any amount advanced to an employee on his remuneration, and the cost of protective clothing issued to him which he fails to return to his employer when called upon to do so.

(7) *Leave Pay*.—The remuneration due to an employee in terms of clause 13 (1) shall be paid by the employer before the commencement of such annual leave and not later than twenty minutes after the last day's work before the employee proceeds on such leave.

(8) *Sick Leave*.—The wages due to a labourer in terms of clause 14 (9) shall be paid by the employer on the usual pay day not later than one week after such sick leave has been taken.

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.

Met dien verstande dat waar die werkgewer akkommodasie verskaf, R1 van bogenoemde bedrae afgetrek mag word;

(b) arbeiders—

	R
(i) waar dit nodig is om 'n aandete en bed te verkry.....	0.40
(ii) waar dit nodig is om 'n aandete, bed en ontbyt te verkry.....	0.55
(iii) waar dit nodig is om ontbyt, middagete en aandete en 'n bed te verkry.....	0.70

(2) *Etes en huisvesting*.—Wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, van hom vereis word om etes en/of huisvesting van sy werkgewer aan te neem, mag 'n bedrag wat hoogstens die bedrae mag wees wat hieronder gemeld word, van sy besoldiging afgetrek word:—

	Per week.	Per maand.
	R	R
(i) Etes.....	0.30	1.30
(ii) Huisvesting.....	0.20	0.87
(iii) Etes en huisvesting.....	0.50	2.17

7. BETALING VIR SONDAE EN OPENBARE VAKANSIEDAE.

(1) 'n Werknemer moet vir tyd gewerk op 'n Sondag of openbare vakansiedag wat in klousule 12 van hierdie Ooreenkoms bedoel word, betaal word teen minstens dubbel die uurloon wat vir sy klas voorgeskryf word, met dien verstande dat hy vir 'n minimum van 8 uur betaal moet word afgesien daarvan of hy 8 uur gewerk het of nie.

(2) 'n Werknemer moet vir alle tyd wat daar langer as 8 uur op 'n Sondag of openbare vakansiedag gewerk word, vier maal die uurloon vir sy klas voorgeskryf, betaal word, en die tyd aldus langer gewerk mag op 'n Sondag of openbare vakansiedag hoogstens twee uur wees.

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 na voltooiing van die dag se werk, in kontant betaal.

(2) *Los werknemers*.—'n Werkgewer moet 'n los werknemer se besoldiging onmiddellik na beëindiging van sy dienskontrak in kontant aan hom betaal.

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

(b) Alle navrae rakende die besonderhede op die kovert of die ingeslote bedrag moet ten tye van betaling aan die persoon wat uitbetaal, of so nie binne sewe (7) dae na die datum van betaling aan die Raad gerig word.

(4) *Premies*.—'n Werkgewer mag nie regstreeks of onregstreeks 'n bedrag ten opsigte van die diensverskaffing aan of opleiding van 'n werknemer betaal word of aanneem nie.

(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 opleë nie of 'n bedrag van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:—

- Met die skriftelike toestemming van sy werknemer, bedrae vir verlof-, versekerings-, voorsorgs- en/of pensioenfondse;
- lopende vakverenigingsgedelgde soos in klousule 15 (3) (b) hiervan opgenoem;
- as 'n werknemer van sy werk wegbly, 'n bedrag eweredig aan die duur van sodanige afwesigheid;
- 'n bedrag wat 'n werkgewer ingevolge of kragtens 'n wet of bevel van 'n bevoegde hof moet of mag aftrek;
- behoudens die goedkeuring van die Raad, alle bedrae wat aan 'n werknemer voorgeskiet is op sy besoldiging, en die koste van beskermende klere wat aan hom uitgereik is en wat hy in gebreke bly om aan sy werkgewer terug te besorg wanneer hy daarom gevra word.

(7) *Betaling vir verlof*.—Die besoldiging wat ingevolge klousule 13 (1) aan 'n werknemer verskuldig is, moet voor die aanvang van sodanige jaarlikse verlof en hoogstens twintig minute na werk op die laaste dag voordat die werknemer met sodanige verlof gaan, betaal word.

(8) *Siekteverlof*.—Die werkgewer moet die loon wat ingevolge klousule 14 (9) aan 'n arbeider verskuldig is, op die gewone betaaldag hoogstens een week nadat sodanige siekteverlof geneem is, betaal.

9. DIENSKONTRAK.

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

(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 parties 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 an employee who is under fifteen (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 forty-eight 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, not less than 9½ hours per day nor more than 10 hours per day from Monday to Thursday inclusive with the remaining hours on Friday;

(ii) in the case of an employee who works a six-day week, not less than nine nor more than nine and three quarter hours per day from Monday to Friday inclusive and not more than three hours on Saturday; provided that an employee who normally works six days per week shall have his hours of work so arranged that he does not have to perform any work on at least one Saturday in every complete calendar month;

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

(c) (i) Subject to the meal breaks specified in sub-clause (6), all hours of work on any day shall be consecutive;

(ii) an employee shall not be required to commence work later than 9.00 a.m. on any day; and if he is required to commence work later than 9.00 a.m. he shall, for the purposes of calculating working hours and overtime, be deemed to have commenced at 9.00 a.m.

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

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

(a) two hours on any one day;

(b) nine hours in any one week;

provided that an employee engaged on household removals may be permitted to work double the number of overtime hours stipulated in paragraphs (a) and (b) of this sub-clause, during the first and last weeks of any calendar month subject to his monthly total of overtime worked not exceeding 39 hours; and provided further that the provisions of this sub-clause shall not apply in respect of the performance of essential services.

(4) *Calculations 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 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.

(2) *Differensiële lone.*—'n Werknemer wat toegelaat word of van wie daar op enige dag vereis word om werk te verrig waarvoor daar in klousule 4 hiervan 'n hoër loon voorgeskryf word as sy gewone besoldiging, met 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 bepaalde dag vereis word of wat toegelaat word om werk te verrig waarvoor daar verskillende lone in klousule 4 hiervan voorgeskryf word, moet teen die hoogste van sodanige lone betaal word.

(3) *Berekening van maandelikse lone.*—'n Maandloon moet teen vier en 'n derde maal die weklone in klousule 4 voorgeskryf, bereken word.

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

(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, mag 'n werkgewer 'n werknemer se besoldiging grond op die hoeveelheid werk verrig of werkproduksie; met dien verstande dat geen sodanige besoldigingstelsel 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 Werkgewer 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 moet ooreenkom.

(c) Die voorwaardes van enige sodanige aansporingskema en alle daaropvolgende wysigings daarvan waarvoor die komitee mag ooreengekom het, moet op 'n skrif gestel en deur die lede van die komitee onderteken word, en mag nie deur die komitee verander of deur enigeen 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 Werkgewer mag nie 'n werknemer wat onder die ouderdom van vyftien (15) jaar is in diens neem nie.

10. WERKURE EN OORTYDURE.

(1) (a) Die gewone werkure vir 'n ander werknemer as 'n los werknemer mag hoogstens agt-en-veertig uur per week wees.

(b) Gewone werkure mag hoogstens soos volg wees:—

(i) In die geval van 'n werknemer wat vyf dae in 'n week werk, minstens 9½ uur per dag en hoogstens 10 uur per dag van Maandag tot en met Donderdag en die oorblywende ure op Vrydag;

(ii) in die geval van 'n werknemer wat ses dae in 'n week werk, minstens nege uur en hoogstens nege en 'n driekwart uur per dag van Maandag tot en met Vrydag en hoogstens drie uur op 'n Saterdag; met dien verstande dat 'n werknemer wat gewoonlik ses dae in 'n week werk se ure so gereël moet word dat hy op minstens een Saterdag in elke volle kalendermaand geen werk hoef te doen nie;

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

(c) (i) Behoudens die etenspouses wat in subklousule (6) bedoel word, moet alle werkure op 'n dag opeenvolgend wees;

(ii) daar mag nie van 'n werknemer vereis word om later as 9.00 vm. op 'n dag te begin werk nie; en indien daar van hom vereis word om later as 9.00 vm. te begin werk moet daar vir die berekening van werkure en oortydure geag word dat hy om 9.00 vm. begin werk het.

(2) *Oortydure.*—Alle ure wat daar langer gewerk word as die gewone werkure wat in subklousule (1) hiervan voorgeskryf word (uitgesonderd werk op 'n Sondag of op 'n voorgeskryfde openbare vakansiedag) word geag oortyd te wees.

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

(a) twee uur op 'n bepaalde dag;

(b) nege uur in 'n bepaalde week;

met dien verstande dat 'n werknemer wat huishoudelike goedere karwei, toegelaat mag word om gedurende die eerste en laaste weke van 'n kalendermaand dubbel die getal oortydure wat in paragrawe (a) en (b) van hierdie subklousule gespesifiseer word, te werk mit sy maandelikse totaal oortydure gewerk, hoogstens 39 uur is; en voorts met dien verstande dat die bepaling van hierdie subklousule nie van toepassing is ten opsigte van die verrigting van noodsaaklike dienste nie.

(4) *Berekening van oortydure.*—(a) Oortyd ten opsigte van 'n weklukse werknemer moet op grondslag van die totale weklukse oortyd wat gewerk is, bereken word, en 'n breuk van 'n uur moet geneem word op die naaste volle uur.

(b) Oortyd ten opsigte van 'n los werknemer moet bereken word op grondslag van totale daaglikse oortyd wat gewerk is en 'n breuk van 'n uur moet op 'n pro rata grondslag bereken word.

(5) *Sunday and Public Holiday Work*.—No work shall be performed on a Sunday or a public holiday specified in clause 12 without prior permission being granted by the Council.

(6) *Meal Intervals*.—An employer shall allow his employee 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.

(7) *Rest Periods*.—An employer shall not require or permit an employee so to work that the employee has less than twelve consecutive hours for rest in any period of twenty-four hours calculated from the time the employee starts work on any one day.

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

11. DAILY LOG-BOOK.

(1) An employer shall furnish every driver in his employ with a daily log-book containing duplicate folios in the form of Annexure E for the use of such driver; provided that the employer may furnish a log-book (containing duplicate folios) showing, in addition to the information called for in Annexure E, additional information relating to vehicle trips, mileage, fuel consumption, destinations and deliveries made.

(2) A driver shall, in respect of each day's work, record in his log-book 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 log-book folio in respect of that day's work.

(3) Completed original folios of the daily log-book 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 log-book with unused folios whilst in charge of his vehicle.

(5) Once details of a vehicle's defect(s) have been entered in the log-book 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 log-book in the form of Annexure E, enter therein daily the information called for and keep such log-book 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, Ascension 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. ANNUAL LEAVE.

(1) An employer shall grant his employee and the latter shall thereupon take three consecutive weeks leave on full wages after each year of employment completed with the same employer; provided that—

(a) the period of such leave shall not be concurrent with any period during which an employee is undergoing military training in pursuance of the Defence Act (1957);

(b) if the public holiday(s) specified in clause 12 fall within the period of such leave such public holiday(s) shall be added to the said period as a further period of leave of absence on full pay; and

(c) an employer may set off against such period of annual leave any days of occasional leave with full pay granted to his employee at the employee's own request during the twelve months 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.

(2) All amounts of leave payments shall be recorded by the employer in his wage register.

(3) (a) An employer may require or permit his employee to take the leave referred to in sub-clause (1) at any time within two months before the completion of the year to which it relates.

(b) If such leave has not been granted earlier, it shall be granted and taken within two months of the completion of the year of employment to which it relates, commencing on a date to be fixed by the employer.

(5) *Werk op Sondag en openbare vakansiedae*.—Geen werk mag op 'n Sondag of openbare vakansiedag, soos in klousule 12 gespesifiseer, verrig word alvorens die Raad toestemming daartoe verleen het nie.

(6) *Etenspouse*.—'n Werkgewer moet sy werknemer 'n etenspouse van minstens 'n halfuur en hoogstens 'n uur toelaat na vyf uur gewerk en gedurende 'sodanige pouse mag geen werk verrig word nie.

(7) *Ruspouse*.—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om op so 'n manier te werk dat die werknemer nie minstens twaalf agtereenvolgende uur rus in 'n tydperk van vier-en-twintig uur, gereken van die tyd waarop die werknemer op 'n dag begin werk, kan geniet nie.

(8) Eienaar-bestuurders moet hul aan dieselfde werkure en beperkings hou as wat vir 'n werknemer voorgeskryf word.

11. DAAGLIKSE LOGBOEK.

(1) 'n Werkgewer moet aan elke bestuurder in sy diens vir gebruik deur die bestuurder 'n daaglikse logboek met duplikaat-folio's in die vorm van Aanhangel E verskaf; met dien verstande dat die werkgewer 'n logboek (met duplikaatfolio's) mag verskaf wat benewens die inligting wat in Aanhangel E verlang word, addisionele inligting rakende voertuigritte, myl-afstand brandstofverbruik, bestemmings en aflewerings aantoon.

(2) 'n Bestuurder 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 logboekfolio ten opsigte van daardie dag se werk aan sy werkgewer afgee.

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

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

(5) As besonderhede van die defek of defekte van 'n voertuig eenmaal deur die bestuurder 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-bestuurders moet ook 'n logboek hou in die vorm van Aanhangel E, daaglik die verlangde inligting daarin aanteken en sodanige logboek of folio's hou vir 'n tydperk van drie jaar na die datum van die laaste inskrywing daarin.

12. OPENBARE VAKANSIEDAE.

(1) 'n Werkgewer moet aan sy werknemer die volgende openbare vakansiedae verlos met volle betaling verleen op sodanige vakansiedae: Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag en Tweede Kersdag.

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

13. JAARLIKSE VERLOF.

(1) 'n Werkgewer moet aan sy werknemer drie opeenvolgende weke verlof met volle betaling na elke voltooide jaar diens vir dieselfde werkgewer verleen, en die werknemer moet dit aanneem; met dien verstande dat—

(a) die tydperk van sodanige verlof nie met 'n tydperk wat 'n werknemer vir militêre opleiding ingevolge die Verdedigingswet (1957) ondergaan, mag saamval nie;

(b) as die openbare vakansiedag of -dae wat in klousule 12 bedoel word, binne sodanige verloftydperk val, sodanige openbare vakansiedag of -dae by genoemde tydperk gevoeg moet word as 'n verdere tydperk van afwesigheidsverlof met volle betaling; en

(c) 'n werkgewer alle dae geleentheidsverlof met volle betaling wat verleen is gedurende die 12 maande onmiddellik voor die datum waarop sodanige werknemer op jaarlikse verlof geregtig geword het en wat op die werknemer se eie versoek aan hom toegestaan is, van sodanige tydperk van jaarlikse verlof mag aftrek; met dien verstande dat daar hoogstens een week geleentheidsverlof van jaarlikse verlof afgetrek mag word.

(2) Die werkgewer moet alle bedrae wat vir verlof uitbetaal is in sy loonregister aanteken.

(3) (a) 'n Werkgewer mag van sy werknemer vereis of hom toelaat om die verlof wat in subklousule (1) bedoel word te eniger tyd binne twee maande voor die voltooiing van die jaar waarop dit betrekking het, te neem.

(b) Indien die verlof nie eerder verleen is nie, moet dit binne twee maande na voltooiing van die jaar diens waarop dit betrekking het, verleen en geneem word en moet dit op 'n datum wat die werkgewer moet bepaal, begin.

(4) (a) *Pro Rata Leave Pay*.—An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer, before the completion of such year shall, upon termination, be paid by his employer in respect of each completed month of employment an amount of not less than twelve hours remuneration.

(b) Any pro rata leave pay paid in terms of this sub-clause shall be recorded by the employer in his wage register.

(5) Employment shall be deemed to include any period or periods during which an employee is—

(a) absent on leave in terms of sub-clause (1);

(b) absent from work on the instructions or at the request of his employer;

(c) absent on sick leave in terms of clause 14;

amounting in the aggregate to not more than ten 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 force 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) *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 this or any other wage regulating measure shall, if not claimed or otherwise disposed of, be forfeited to the funds of the Council.

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

14. SICK FUND.

(1) A sick fund established by the Council for the benefit of drivers under the provisions of previous Agreements is hereby continued and every employer shall pay into this sick 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 an amount equal to—

(a) In Area A—

	R
(i) For a driver of a light vehicle.....	4.30
(ii) For a driver of a heavy vehicle.....	5.00

(b) In Area B—

	R
(i) For a driver of a light vehicle.....	3.15
(ii) For a driver of a heavy vehicle.....	4.70

(2) *Sick Leave Payments*.—The Council shall, subject to the provisos contained herein, pay out of the sick fund to a driver 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 clause (1) hereof for a driver of his class, for every working day of his absence on sick leave, provided that—

(a) the Council holds money for the credit of such driver;

(b) he produces a medical certificate in respect of his absence from work through illness and produces satisfactory evidence of identification;

(c) no driver 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 contribution for every completed month of employment in the undertaking;

(d) no payment shall be made for the absence of less than 8 hours working time on any one working day;

(e) payment for absence due to injury compensable under the Workmen's Compensation Act shall be limited to the rates specified in sub-clause (1) 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 twelve months' cycle of service in the undertaking to a sick leave bonus consisting of the sick leave contributions remitted for him in terms of clause (1) hereof for 12 months less any sick pay actually paid to him during such twelve months' cycle of service in the undertaking. The first sick leave bonus shall accrue twelve months after completion of the first cycle of twelve months' service. Each successive bonus shall accrue in a like manner twelve months after completion of every cycle of twelve months' service.

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

(4) (a) *Pro rata betaling vir verlof*.—'n werkgewer moet sy werknemer wie se dienskontrak in die eerste of enige daaropvolgende jaar diens by dieselfde werkgewer voor die voltooiing van sodanige jaar beëindig word, by sodanige beëindiging ten opsigte van elke voltooide maand diens 'n bedrag van minstens twaalf uur se besoldiging betaal.

(b) Alle pro rata betalings vir verlof wat ingevolge hierdie subklousule betaal word, moet deur die werkgewer in sy loonregister aangeteken word.

(5) Diens word geag enige tydperk of tydperke in te sluit wat 'n werknemer—

(a) ingevolge subklousule (1) met verlof afwesig is;

(b) op las of op versoek van sy werkgewer van werk afwesig is;

(c) ingevolge klousule 14 met siekteverlof afwesig is;

wat altesaam hoogstens tien weke in 'n jaar beloop, plus hoogstens vier maande van 'n ononderbroke tydperk van militêre opleiding wat in daardie jaar ondergaan is, en dit word geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op jaarlikse verlof ingevolge enige loonreëlingsmaatreël geregtig geword het, met ingang van die datum waarop sodanige werknemer laas op sy verlof geregtig geword het;

(ii) in die geval van alle ander werknemers, met ingang van die datum waarop die werknemer by sy werkgewer in diens getree het.

(6) *Verbeuring van onopgeëiste betaling vir verlof*.—Alle geld wat ingevolge hierdie of 'n ander loonreëlingsmaatreël by die Raad inbetaal is as betaling vir verlof vir 'n werknemer, moet vyf jaar na die datum van ontvangs aan die fondse van die Raad verbeur word indien dit nie opgeëis of daar nie op 'n ander manier oor beskik word nie.

(7) Jaarlikse verlof of siekteverlof mag nie met die diens-opseggingstermyn saamval nie.

14. SIEKTEFONDS.

(1) 'n Siektefonds wat die Raad ingevolge die bepalings van vorige Ooreenkomste ten voordele van bestuurders gestig het, word hierby voortgesit en elke werkgewer moet voor of op die 15de dag van elke maand ten opsigte van elke bestuurder wat die vorige maand by hom in diens was 'n bedrag wat gelyk is aan die volgende in hierdie siektefonds stort:—

(a) in Gebied A—

	R
(i) Vir 'n bestuurder van 'n ligte voertuig....	4.30
(ii) Vir 'n bestuurder van 'n swaar voertuig....	5.00

(b) In Gebied B—

	R
(i) Vir 'n bestuurder van 'n ligte voertuig....	3.15
(ii) Vir 'n bestuurder van 'n swaar voertuig....	4.70

(2) *Betalings vir siekteverlof*.—Die Raad moet, behoudens voorbehoudsbepalings hierin vervat, aan 'n bestuurder wat weens siekte of 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 klousule (1) hiervan vir 'n bestuurder van sy klas gespesifiseer word, met dien verstande dat—

(a) die Raad geld vir die krediet van sodanige bestuurder hou;

(b) hy 'n mediese sertifikaat ten opsigte van sy afwesigheid van sy werk weens siekte sowel as bevredigende bewys van sy identiteit voorleë;

(c) geen bestuurder vir betaling ten opsigte van siekte gedurende sy eerste maand diens in die onderneming by dieselfde werkgewer kwalifiseer nie, en daarna slegs tot die bedrag van een maand se siekteverlofbydrae vir elke voltooide maand diens in die onderneming;

(d) geen bedrag vir die afwesigheid van minder as 8 uur werktijd op 'n bepaalde werkdag betaal mag word nie;

(e) betaling vir afwesigheid te wyte aan besering waarvoor vergoeding ingevolge die Ongevalwet betaalbaar is, beperk is tot die skale wat in subklousule (1) hiervan vasgestel is, min alle bedrae wat ingevolge die Ongevalwet vir verlies van lone aan die beseerde bestuurder betaalbaar is.

(3) *Siekteverlofbonusbetalings*.—Vir elke voltooide dienskringloop van twaalf maande in die onderneming is 'n bestuurder geregtig op 'n siekteverlofbonus bestaande uit die siekteverlofbydraes wat ingevolge klousule (1) hiervan vir 12 maande namens hom betaal is, min alle betaling ten opsigte van siekte wat werklik gedurende sodanige dienskringloop van twaalf maande in die onderneming aan hom betaal is. Die eerste siekteverlofbonus kom 'n werknemer toe twaalf maande na voltooiing van die eerste dienskringloop van twaalf maande. Elke daaropvolgende bonus kom 'n werknemer op 'n soortgelyke wyse toe twaalf maande na voltooiing van elke dienskringloop van twaalf maande.

(4) *Bankrekening*.—Alle geld wat op die Raad se siektefonds inbetaal word, moet op 'n spesiale bankrekening wat ten behoeve van en namens die siektefonds gehou word, gedeponeer word.

(5) *Investment of Spare 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 clause (5) hereof shall be used for the following purposes:—

- (i) payment of expenses incurred in administering the sick fund;
- (ii) payment of death grants in terms of clause 14 (12); and
- (iii) payment of such other additional benefits to or in respect of drivers and/or their dependants as the Council may decide from time to time.

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

(c) Payments in terms of paragraphs (ii) and (iii) of sub-clause (a) hereof shall be subject to funds being available.

(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 twelve months ended 31st December 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 Industrial Registrar within 3 months of the close of the period covered thereby.

(8) (a) Should this Agreement expire through the effluxion of time or any other reason, the sick fund shall continue to be administered by the Council until liquidated or transferred by the Council to any other fund established for the same purpose as that for which the sick fund was created.

(b) In the event of the dissolution of the Council or in the event of its ceasing to function during or after 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 fund.

Any vacancies occurring on the committee may be filled by the Registrar from amongst employers or employees in the undertaking as the case may be. Where the committee is unable or unwilling to discharge its duties the Registrar may appoint a Trustee(s) to administer the fund. The committee or trustees so appointed shall have the powers vested in the Council for the purpose of this clause. Upon the expiration of this Agreement, the fund shall be liquidated and any unexpended amount disposed of in accordance with paragraph (c) of this sub-clause.

(c) Upon liquidation of the fund in terms of paragraph (a) or (b) of this sub-clause the moneys remaining to the credit of the fund shall, after payment of all claims against the 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 fund shall be distributed in terms of section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(9) A labourer who has completed one month's employment with the same employer and who is absent from work through sickness or accident, other than an accident compensable under the Workmen's Compensation Act, 1941, as amended, and not caused by his own neglect or misconduct, shall be granted paid sick leave not exceeding one day for every completed month of service with a maximum of 12 days sick leave in any one year of employment and shall be paid in respect of each day thereof an amount not less than the amount he would have received had he worked during that period; provided that an employer may require such labourer to produce a medical certificate in respect of an absence of more than one day for which sick pay is claimed, but where such labourer is claiming sick pay for one day's absence, and a medical certificate is demanded in support of such claim, the cost thereof must be borne by his employer.

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

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

(5) *Belegging van surplusfondse.*—Alle geld wat aan die siekte-fonds behoort en wat nie vir onmiddellike behoeftes vereis word nie, mag van tyd tot tyd deur die Raad in staatseffekte of in geregistreerde banke en bouverenigings belê word.

(6) (a) Rente afkomstig uit beleggings ingevolge klousule (5) hiervan moet vir die volgende doeleindes gebruik word:—

- (i) Betaling van kostes aangegaan in verband met die administrasie van die siektefonds;
- (ii) betaling van toekennings by sterfte ingevolge klousule 14 (12); en
- (iii) betaling van sodanige ander addisionele voordele aan of ten opsigte van bestuurders en/of hul afhanklikes as wat die Raad van tyd tot tyd op mag besluit.

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

(c) Betalings ingevolge paragrawe (ii) en (iii) van subklousule (a) hiervan is onderworpe daaraan of fondse beskikbaar is.

(7) Die Raad moet jaarliks 'n openbare rekenmeester aanstel teen die besoldiging wat die Raad vasstel en hy moet die rekenings van die siektefonds minstens eenmaal per jaar ouditeer en 'n opgaaf opstel waarin die volgende aangetoon word:—

Alle geld wat ontvang is; en onkoste onder alle hoofde aangegaan gedurende die 12 maande wat die vorige 31ste Desember geëindig het, asook 'n balansstaat wat die siekte-fonds se bates en laste op dié datum aantoon. Die geouditeerde verklaring en balansstaat moet daarna deur die Voorsitter van die Raad medeonderteken word en moet saam met enige verslag daaroor deur die ouditeur ter insae lê in die Raad se kantore, en ware afskrifte daarvan moet binne drie maande na afloop van die tydperk wat daardeur gedek word aan die Nywerheidsregistrator gestuur word.

(8) (a) Indien hierdie Ooreenkoms weens tydsverloop of om enige ander rede verstryk, moet die siekteverloffonds deur die Raad geadministreer word tot tyd en wyl dit gelikwider of deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel as die siekteverloffonds ingestel is.

(b) Indien die Raad ontbind word of ophou funksioneer solank hierdie Ooreenkoms geldig is of daarna, mag die Registrateur 'n komitee waarop 'n gelyke getal werkgewers en werknemers in die onderneming verteenwoordig is, aanstel om die fonds te administreer.

Vakatures wat in die komitee ontstaan mag deur die Registrateur gevul word uit werkgewers of werknemers in die onderneming, na gelang van die geval. Indien die komitee sy pligte nie kan of wil nakom nie, mag die Registrateur 'n trustee of trustees aanstel om die fonds te administreer. Die komitee of trustees wat aldus aangestel is, het vir die toepassing van hierdie klousule die bevoegdhede van die Raad. By verstryking van hierdie Ooreenkoms moet die Fonds gelikwider en die onbestede geld ooreenkomstig paragraaf (c) van hierdie subklousule bestee word.

(c) By likwidasië van die fonds ingevolge paragraaf (a) of (b) van hierdie subklousule moet die gelde wat in die krediet van die fonds oorbly na betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasiëkoste, op die algemene fonds van die Raad inbetaal word, en as die Raad se sake by sodanige likwidasië reeds gelikwider en sy bates verdeel is, moet die gelde wat in die krediet van die fonds oorbly, verdeel word ooreenkomstig artikel vier-en-dertig (4) van die Wet asof dit deel van die Raad se algemene fondse vorm.

(9) 'n Arbeider wat na een volle maand diens by dieselfde werkgewer van sy werk afwesig is weens siekte of 'n ongeluk waarvoor daar nie vergoeding is weens die Ongevalwet, 1941, soos gewysig, vergoeding betaalbaar is nie en wat nie deur die werknemer se eie nalatigheid of wangedrag veroorsaak is nie, moet siekteverlof van hoogstens een dag vir elke voltooide maand diens met 'n maksimum van 12 dae siekteverlof in 'n bepaalde diensjaar verleen word, en ten opsigte daarvan minstens dieselfde bedrag betaal word wat hy sou ontvang het indien hy gedurende dié tydperk gewerk het; met dien verstande dat 'n werkgewer van sodanige werknemer mag vereis om 'n mediese sertifikaat voor te lê ten opsigte van 'n afwesigheid van meer as een dag waarvoor siektebetaling geëis word, maar wanneer sodanige arbeider siektebetaling vir die afwesigheid van een dag eis en 'n mediese sertifikaat word verlang ter ondersteuning van sodanige eis, moet sy werkgewer die koste daarvan betaal.

(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 loonreëlings-maatreël by die Raad inbetaal is as siekteverlofbydrae(s) vir 'n bestuurder, moet vyf jaar na die datum van ontvangs, indien dit nie opgeëis of daar nie op 'n ander wyse oor beskik word nie, verbeur en vir die doeleindes gebruik word wat in subklousule 6 (a) hiervan gespesifiseer word.

(12) (a) In the event of the death of a driver in this undertaking, there may on application be payable an amount of R100 or such lesser amount as the Council in its entire discretion may decide and to such of the following as the Council in its entire discretion may decide:—

- (i) The dependants of the deceased driver; and/or
- (ii) a trustee for the benefit of the deceased driver's dependants; and/or
- (iii) such heirs of the deceased driver as the Council in its entire discretion may consider entitled to receive the benefit;

provided that no benefits shall be paid unless a driver at the date of his death has had at least six months continuous service in the undertaking.

(b) Payments in terms of this sub-clause shall be subject to funds being available.

15. EMPLOYMENT OF TRADE UNION LABOUR.

(1) Every driver who is a member of the trade union 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 the trade union shall accept employment only with an employer who is a member of the employers' organization.

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

(4) Notwithstanding anything to the contrary in this Agreement the provisions of clauses 15 and 16 shall not apply to drivers of and an employer who conveys moneys and valuables in security vehicles in the course of his business as security guard; provided that such employer shall deduct his drivers' trade union subscriptions if requested thereto in writing by his drivers.

16. TRADE UNION AND EMPLOYERS' ORGANIZATION 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 union and shall transmit the amount so deducted to the Secretary of the Industrial Council, P.O. Box 5274, Johannesburg, by not later than the 15th of the month following.

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

(i) Trade union subscriptions.....	Cents. 25
(ii) Trade Union Death Fund subscription.....	10
(iii) Trade Union Sick Fund subscription.....	10
(iv) Trade Union Burial Society subscription....	15
TOTAL per week.....	60

(c) The trade union shall lodge with the Council the constitutions (approved by the Industrial Registrar) of the three funds listed in paragraphs (ii), (iii) and (iv) of sub-clause (b) hereof as well as copies of the annual accounts of these funds duly audited and certified by a public accountant as well as a list of members of these funds as at 31st December of every calendar year.

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

(3) Subscriptions due to the employers' organization shall be paid to the Council if demanded by the Council's Secretary who shall, not later than the last day of each month, transmit such subscriptions to the employers' organization.

17. 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.

18. THE EXPENSES OF THE COUNCIL.

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

(a) Twelve cents 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); and

(12) (a) Ingeval 'n voertuigbestuurder in hierdie onderneming te sterwe kom mag daar op aansoek 'n bedrag van R100 of 'n kleiner bedrag wat die Raad na sy uitsluitlike goedvinde mag vasstel, betaal word aan dié ondergenoemde waarop die Raad na sy uitsluitlike goedvinde mag besluit:—

- (i) Die afhanklikes van die gestorwe bestuurder, en/of
- (ii) 'n trustee, ten behoeve van die gestorwe bestuurder se afhanklikes, en/of
- (iii) dié erfgename van die gestorwe bestuurder wat die Raad na sy uitsluitlike goedvinde as geregtig op die voordeel mag beskou;

met dien verstande dat geen voordele betaal moet word nie tensy 'n bestuurder op die datum van sy afsterwe minstens ses maande ononderbroke diens in die onderneming gehad het.

(b) Betalings ingevolge hierdie subklousule is onderhewig daaraan of fondse beskikbaar is.

15. INDIENSNEEMING VAN VAKVERENIGINGARBEID.

(1) Elke bestuurder wat 'n lid van die Vakvereniging 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 werkgever voorleë.

(2) Elke bestuurder wat 'n lid van die Vakvereniging is, mag slegs diens by 'n werkgever aanvaar wat 'n lid van die werkgewersorganisasie is.

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

(4) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is die bepalinge van klousule 15 en 16 nie van toepassing nie op bestuurders van 'n werkgever, en 'n werkgever wat geld en waardevolle goedere in veiligheidsvoertuie in die loop van sy besigheid as 'n veiligheidswag vervoer; met dien verstande dat sodanige werkgever sy bestuurders se vakverenigingbydraes moet aftrek indien sy bestuurders hom skriftelik daarom versoek.

16. VAKVERENIGING- EN WERKGEWERSORGANISASIEBYDRAES.

(1) Vakverenigingsledegeld en -bydraes:—

(a) Elke werkgever moet elke week die lopende ledegeld en bydraes wat in paragraaf (b) hieronder genoem word en wat deur dié bestuurders aan die vakvereniging betaalbaar is, van die lone van sy bestuurders aftrek en die bedrag wat aldus afgetrek is voor of op die 15de van die volgende maand aan die Sekretaris van die Nywerheidsraad, Posbus 5274, Johannesburg, stuur.

(b) Die weeklikse ledegeld en bydraes wat van elke bestuurder afgetrek moet word, is:—

(i) Vakverenigingsledegeld.....	Sent. 25
(ii) Vakverenigingsstertefondsbydraes.....	10
(iii) Vakverenigingsiektedefondsbydraes.....	10
(iv) Vakverenigingbegrafnisgenootskapbydraes...	15
Totaal in 'n week.....	60

(c) Die vakvereniging moet die konstitusies (goedgekeur deur die Nywerheidsregistrateur) van die drie fondse wat in paragrafe (ii), (iii) en (iv) van subklousule (b) hiervan genoem word, kopieë van die jaarlikse rekenings van hierdie fondse behoorlik deur 'n openbare rekenmeester geouditeer en gesertifiseer, asook 'n ledelys van hierdie fondse soos op 31 Desember elke kalenderjaar, by die Raad indien.

(2) Die Sekretaris van die Raad moet voor of op die laaste dag van elke maand die totale vakverenigingsledegeld wat die Raad gedurende daardie maand ontvang het aan die vakvereniging stuur.

(3) Ledegeld wat aan die werkgewersorganisasie verskuldig is, moet aan die Raad betaal word indien die Sekretaris van die Raad wat sodanige ledegeld voor of op die laaste dag van elke maand aan die werkgewersorganisasie moet stuur, daarom vra.

17. WERKNEMERSVERTEENWOORDIGERS IN DIE RAAD.

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

18. UITGAWES VAN DIE RAAD.

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

(a) 'n Werkgever moet van die loon van elke bestuurder in sy diens, uitgesonderd 'n los bestuurder, 12c per week aftrek. By die bedrag aldus afgetrek, moet die werkgever '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, Rand Central 1414, Jeppestraat 165 (Posbus 5274), Johannesburg, stuur; en

- (b) Three cents 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 to the Secretary of the Council, at its offices (P.O. Box 5274, Johannesburg); and
- (c) An owner-driver shall contribute 20 cents per week in respect of himself as driver and/or owner.
- (2) An employer shall, when remitting the amount payable in terms of sub-clause (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 to the Secretary of the Council at its offices (P.O. Box 5274, Johannesburg).

19. DRIVER TRAINING FUND.

(1) There is hereby established a trust fund which shall be used for the establishment of a "Driver Training Scheme", the purpose of which shall be to provide training and testing facilities for drivers engaged in the undertaking.

(2) Each driver, other than a casual driver, shall contribute eight cents per week to the trust fund. This contribution shall be deducted by the employer from the driver's wages on each pay day. 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).

(3) In the event of the driver training scheme not being established within two years calculated from the date on which this Agreement comes into operation, all amounts held in trust in terms of this clause shall, subject to sub-clause (4) hereof, be paid over to the Council's Sick Fund to be used for the purposes specified in clause 14 (6) (a) (ii) and (iii).

(4) An amount not exceeding ten per cent of the funds collected in terms of sub-clause (2) hereof may be used by the Council for expenses necessarily incurred towards the establishment of the driver training scheme and/or administration costs of the trust fund.

20. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

(2) In the event of termination of employment after the first three months of service an employer or employee (other than a casual employee) shall terminate the contract of employment by giving not less than one 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 sub-clause (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.

21. EXEMPTIONS BY THE COUNCIL.

(1) Upon application to it the Council may, on good cause shown, exempt any party to this Agreement or any other party on whom it was declared binding 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 sub-clause (1), the conditions subject to which such exemptions shall operate, provided that the Council may, if it deem 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:—

- (i) The full name of the person concerned;
- (ii) trade name;

(b) 'n werkgever moet van die loon van elke arbeider in sy diens, uitgesonderd 'n los arbeider, 3c per week aftrek. By die bedrag aldus afgetrek moet die werkgever '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, Rand Central 1414, Jeppestraat 165, (Posbus 5274), Johannesburg, stuur; en

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

(2) 'n Werkgever moet voor of op die 15de dag van elke maand, wanneer hy die bedrag betaalbaar ingevolge subklousule (1) betaal, 'n maandelikse opgawe met besonderhede in die vorm van Aanhangsel D aan die Sekretaris van die Raad, Rand Central 1414, Jeppestraat 165 (Posbus 5274), Johannesburg, stuur.

19. FONDS VIR DIE OPLEIDING VAN BESTUURDERS.

(1) Hierby word 'n trustfonds gestig wat gebruik moet word om 'n "Skema vir die Opleiding van Bestuurders" in te stel; die doel van die skema is om fasiliteite vir die opleiding en toets van bestuurders wat in die onderneming werksaam is, te verskaf.

(2) Elke bestuurder, uitgesonderd 'n los bestuurder, moet agt sent per week tot die trustfonds bydra. Hierdie bydrae moet op elke betaaldag deur die werkgever van die bestuurder se loon afgetrek word. Die werkgever moet by die bedrag wat aldus afgetrek word, 'n bedrag voeg wat daaraan gelyk is en die totale bedrag voor of op die 15de dag van elke maand aan die Sekretaris van die Raad (Posbus 5274, Johannesburg) by sy kantoor betaal.

(3) Ingeval die skema vir die Opleiding van Bestuurders nie binne twee jaar, gereken vanaf die datum waarop hierdie Ooreenkoms in werking tree, ingestel word nie, moet alle bedrae wat ingevolge hierdie klousule in trust gehou word, behoudens subklousule (4) hiervan, in die Siektfonds van die Raad gestort word en moet dit gebruik word vir die doeleindes wat in klousule 14 (6) (a) (ii) en (iii) gespesifiseer word.

(4) 'n Bedrag van hoogstens tien persent van die fonds, wat ingevolge subklousule (2) hiervan ingevorder is, mag deur die Raad gebruik word vir uitgawes wat hy noodwendig moes aangaan om die skema vir die opleiding van bestuurders in te stel en/of vir administrasiekoste van die trustfonds.

20. BEÏNDIGING VAN DIENSKONTRAK.

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

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

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

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

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

21. VRYSTELLINGS DEUR DIE RAAD.

(1) Die Raad mag op aansoek, indien 'n goeie rede aangevoer word, 'n party by hierdie Ooreenkoms of enige party vir wie dit bindend verklaar is, van nakoming 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 voor die aansoek gehoor word, skriftelik beswaar in te dien, of om binne sewe dae na 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 kragtens subklousule (1) vrystelling 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 mag intrek, afgesien daarvan of die termyn waarvoor vrystelling verleen is, verloop 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:—

- (i) Naam van die betrokke persoon voluit;
- (ii) handelsnaam;

- (iii) the provisions of the Agreement from which exemption is granted;
- (iv) the period for which the exemption shall operate;
- (v) date of issue;
- (vi) the condition(s) of the exemption granted.

(4) The Secretary of the Council shall—

- (i) retain a copy of the licence and number each licence consecutively;
- (ii) 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.

22. EXHIBITION OF AGREEMENT AND NOTICES.

(1) An employer shall affix and keep affixed in a conspicuous place in the premises in which his motor vehicles are garaged and at the usual place of 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 also the owner of any motor vehicle(s) used in the undertaking within the jurisdiction of the Council shall cause his name or trade name and address to be legibly painted on his motor vehicle(s) and maintained at all times on the outside thereof in such a position, arrangement, colour and size as may be readily identified; and as may be prescribed under the provisions of the Motor Carrier Transportation Act, 1930, as amended.

23. AGENTS TO THE COUNCIL.

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

(b) 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.

(c) 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 30th day of October, 1964.

P. DUDLEY BROWNE,
Chairman of the Council.

G. H. VAN DER WALT,
Vice-Chairman of the Council.

C. D. NEL,
Secretary of the Council.

No. R. 542.]

[15 April 1965.]

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 of 1942.

MOTOR TRANSPORT UNDERTAKING (GOODS).

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-regulation (1) of regulation four of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Motor Transport Undertaking (Goods), published under Government Notice No. R. 541 of the 15th April, 1965.

A. E. TROLLIP,
Minister of Labour.

- (iii) bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (iv) die tydperk waarvoor die vrystelling van krag is;
- (v) datum van uitreiking;
- (vi) die voorwaarde(s) waarop die vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

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

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

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

22. TENTOONSTELLING VAN OOREENKOMS EN KENNISGEWINGS.

(1) 'n Werkgewer moet op 'n opvallende plek in die persele 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, tentoongestel hou.

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

(3) 'n Werkgewer wat ook die eienaar is van 'n motorvoertuig of motorvoertuie wat in die onderneming in die regsgebied van die Raad gebruik word, moet sy naam of handelsnaam en adres leesbaar op sy motorvoertuig of -voertuie laat verf en dit te alle tye aan die buitekant daarvan in stand hou in dié posisie, rangskikking, kleur en grootte wat maklik herkenbaar is en wat kragtens die bepalinge van die Motortransportwet, 1930, soos gewysig, voorgeskryf mag word.

23. AGENTE VAN DIE RAAD.

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

(b) Na 'n agent sy identiteit bekend gemaak het en sy magtiging voorgelê het, mag hy enige inrigting betree, op 'n stilstaande motorvoertuig klim, 'n werknemer en werkgewer ondervra en aantekeninge ondersoek en beslag lê op enige boek of voorwerp; met dien verstande dat hy vir 'n boek of voorwerp wat hy aldus op beslag lê 'n ontvangsbewys uitreik. Hy moet homself ook oortuig dat hierdie Ooreenkoms deur die partye by die kontrak nagekom word.

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

Vir en namens die partye by die Raad op hede die 30ste dag van Oktober 1964 in Johannesburg onderteken.

P. DUDLEY BROWNE,
Voorsitter van die Raad.

G. H. VAN DER WALT,
Ondervoorsitter van die Raad.

C. D. NEL,
Sekretaris van die Raad.

No. R. 542.]

[15 April 1965.]

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGSMAATREËL No. 43 VAN 1942.

MOTORVERVOERONDERNEMING (GOEDERE).

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie vier van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalinge van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Motorvervoeronderneming (Goedere) wat by Goewermentskennisgewing No. R. 541 van 15 April 1965 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

CONTENTS.

No.	Department of Labour. GOVERNMENT NOTICES.	PAGE
R. 541.	Industrial Conciliation Act, 1956: Motor Transport Undertaking	1
R. 542.	War Measures Act, 1940: Motor Transport Undertaking	13

INHOUD.

No.	Departement van Arbeid. GOEWERMENTSKENNISGEWINGS.	BLADSY
R. 541.	Wet op Nywerheidsversoening, 1956: Motorvervoeronderneming	1
R. 542.	Wet op Oorlogsmaatreëls, 1940: Motorvervoeronderneming	13

The Mineral Resources of South Africa

The fourth edition of *The Mineral Resources in South Africa*
is now available

Price R3.33

OBTAINABLE FROM THE GOVERNMENT PRINTER, PRETORIA AND CAPE TOWN

Die Delfstowwe van Suid-Afrika

Die vierde uitgawe van *Die Delfstowwe van Suid-Afrika*
is nou beskikbaar

Prys R3.33

VERKRYGBAAR VAN DIE STAATSDRUKKER, PRETORIA EN KAAPSTAD

TELEGRAPH TARIFFS

INLAND TELEGRAMS.—(South Africa and South West Africa):—

Ordinary:—

For first 14 words or less.....	20c
For each additional word.....	2c

INTERTERRITORIAL TELEGRAMS:—

Addressed to.	Ordinary: Per word.	Press: For every 8 words.
Basutoland, Bechuanaland Protectorate, Mocambique, Rhodesia, Swaziland...	3c ⁽¹⁾	3c ⁽²⁾
Malawi, Zambia.....	4c ⁽¹⁾	4c ⁽²⁾
Angola (including Cabinda).....	17c ⁽³⁾	17c ⁽⁴⁾
Burundi.....	14c ⁽²⁾	14c ⁽⁴⁾
Republic of the Congo (Leopoldville)...	9c ⁽²⁾	9c ⁽⁴⁾
Cameroons: Independent Republic of...	20c ⁽⁵⁾	†
Republics of the Congo (Brazzaville), Chad and Gabon.....	12c ⁽⁵⁾	†
Central African Republic.....	27c ⁽⁵⁾	†
Rwanda.....	14c ⁽⁵⁾	†

⁽¹⁾ Minimum 12 words.

⁽²⁾ Minimum 6 words.

⁽³⁾ Minimum 96 words.

⁽⁴⁾ Minimum 48 words.

⁽⁵⁾ Minimum 7 words.

† The charge for a press telegram is one-third of the ordinary rate, with a minimum as for 14 words.

TELEGRAAFTARIEWE

BINNELANDSE TELEGRAMME.—(Suid-Afrika en Suidwes-Afrika):—

Gewone:—

Vir eerste 14 woorde of minder.....	20c
Vir elke bykomende woord.....	2c

INTERTERRITORIALE TELEGRAMME:—

Geadresseer aan.	Gewone: Per woord.	Pers: Vir elke 8 woorde.
Basoetoland, Betsjoeanalandprotektoraat, Mosambiek, Rhodesië, Swaziland.....	3c ⁽¹⁾	3c ⁽²⁾
Malawi, Zambia.....	4c ⁽¹⁾	4c ⁽²⁾
Angola (met inbegrip van Kabinda)....	17c ⁽³⁾	17c ⁽⁴⁾
Burundi.....	14c ⁽²⁾	14c ⁽⁴⁾
Republiek van die Kongo (Leopoldstad)	9c ⁽²⁾	9c ⁽⁴⁾
Kameroen: Onafhanklike Republiek van Republieke van die Kongo (Brazzaville), Tsaad 'en Gaboen.....	20c ⁽⁵⁾	†
Sentraal-Afrikaanse Republiek.....	12c ⁽⁵⁾	†
Rwanda.....	27c ⁽⁵⁾	†
	14c ⁽⁵⁾	†

⁽¹⁾ Minimum 12 woorde.

⁽²⁾ Minimum 6 woorde.

⁽³⁾ Minimum 96 woorde.

⁽⁴⁾ Minimum 48 woorde.

⁽⁵⁾ Minimum 7 woorde.

† Die koste van 'n perstelegram is een derde van die gewone tarief, met 'n minimum soos vir 14 woorde.

Use the . . .

Post Office Savings Bank

which provides
state security; strict secrecy and unrivalled
facilities for deposits and withdrawals

Deposits in ordinary accounts earn interest at
2½% per annum

Amounts invested in Savings Bank Certificates
earn 4% per annum

R20,000 may be invested in Savings Bank Cer-
tificates

OPEN AN ACCOUNT TODAY!

Maak gebruik van die...

Posspaarbank!

Die veiligheid van u geld word deur die
Staat gewaarborg en u is verseker van streng
geheimhouding en ongeëwenaarde diens in
verband met inlaes en opvragings

Die rente op inlaes in gewone rekenings is
2½% per jaar

Op bedrae wat in Spaarbanksertifikate belê
word, is die rente 4% per jaar

R20,000 kan in Spaarbanksertifikate belê word

OPEN VANDAG 'N REKENING!

IT PAYS YOU WELL TO SAVE!

SAVE . . .

- ★ FOR YOUR FAMILY'S FUTURE!
- ★ FOR YOUR OWN HOME!
- ★ FOR YOUR RETIREMENT!
- ★ FOR ALL EMERGENCIES!

POST OFFICE SAVINGS BANK

The Post Office Savings Bank earns $2\frac{1}{2}\%$ interest on the monthly balance, of which interest up to R100 per annum is *Free of Income Tax*.

The first deposit need to be no more than 10c. Such an account is very handy in times of emergency or when on holiday, as deposits or withdrawals can be made at any Post Office in the Republic.

Not more than R4,000 may be deposited by one person during a financial year.

DIT BETAAL U OM TE SPAAR!

SPAAR . . .

- ★ VIR U FAMILIE SE TOEKOMS!
- ★ VIR U EIE HUIS!
- ★ VIR U AFTREDE!
- ★ VIR ALLE GEVALLE VAN NOOD!

POSSPAARBANK

Die Posspaarbank verdien $2\frac{1}{2}\%$ rente op die maandelikse balans, waarvan tot R100 per jaar van die rente van *Inkomstebelasting Vrygestel* is.

Die eerste belegging hoef nie meer as 10c te wees nie. So 'n rekening is baie handig in tye van nood of wanneer met vakansie, omdat stortings en terugvorderings by enige Poskantoor in die Republiek gedoen kan word.

Nie meer as R4,000 mag gedurende 'n boekjaar deur een persoon ingelê word nie.