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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 491

30 April 2004

LABOUR RELATIONS ACT, 1995

ROAD FREIGHT INDUSTRY: A - COLLECTIVE AGREEMENT

CANCELLATION OF GOVERNMENT NOTICES

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices No. R. 295 of 28 February 2003 and R. 253 of 27 February 2004, with effect from 10 May 2004.

*MMS MDLADLANA***MINISTER OF LABOUR**

No. R. 491

30 April 2004

WET OP ARBEIDSVERHOUDINGE, 1995

PADVAGNYWERHEID: A - KOLLEKTIEWE OOREENKOMS

INTREKKING VAN GOEWERMENTSKENNISGEWINGS

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, trek hierby, kragtens artikel 32(7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewings No. R.295 van 28 Februarie 2003 en R. 253 van 27 Februarie 2004, in met ingang van 10 Mei 2004.

*MMS MDLADLANA***MINISTER VAN ARBEID**

No. R. 492

30 April 2004

LABOUR RELATIONS ACT, 1995**ROAD FREIGHT INDUSTRY: B - COLLECTIVE AGREEMENT****CANCELLATION OF GOVERNMENT NOTICES**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby, in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notices No. R. 294 of 28 February 2003 and R. 252 of 27 February 2004, with effect from 10 May 2004.

MMS Mdladlana
MINISTER OF LABOUR

No. R. 492

30 April 2004

WET OP ARBEIDSVERHOUDINGE, 1995**PADVAGNYWERHEID: B - KOLLEKTIEWE OOREENKOMS****INTREKKING VAN GOEWERMENSKENNISGEWINGS**

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, trek hierby, kragtens artikel 32(7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewings No. R.294 van 28 Februarie 2003 en R. 252 van 27 Februarie 2004, in met ingang van 10 Mei 2004.

MMS Mdladlana
MINISTER VAN ARBEID

No. R. 493

30 April 2004

LABOUR RELATIONS ACT, 1995**ROAD FREIGHT INDUSTRY: EXTENSION OF MAIN COLLECTIVE AGREEMENT
TO NON-PARTIES**

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the National Bargaining Council for the Road Freight Industry and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from 10 May 2004 and for the period ending 31 May 2004.

MMS MBLADLANA
MINISTER OF LABOUR

No. R. 494

30 April 2004

WET OP ARBEIDSVERHOUDINGE, 1995**PADVAGNYWERHEID: UITBREIDING VAN HOOF KOLLEKTIEWE
OOREENKOMS NA NIE-PARTYE**

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, verklaar hierby, kragtens artikel 32(2) van die Wet op Arbeidsverhoudinge, 1995, dat die kollektiewe ooreenkoms wat in die Bylae hierby verskyn en wat in die Nasionale Bedingingsraad vir die Padvagnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 10 Mei 2004 en vir die tydperk wat op 31 Mei 2004 eindig.

MMS MDLADLANA
MINISTER VAN ARBEID

OTHER COUNCIL COLLECTIVE AGREEMENTS

1. PROVIDENT FUND AGREEMENT
2. EXEMPTION & DISPUTE RESOLUTION AGREEMENT

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SCHEDULE
NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY
AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

Road Freight Employers' Association

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

Africa Miners' and Allied Workers' Union

Motor Transport Workers' Union (South Africa)

Professional Transport Workers' Union of South Africa

South African Transport and Allied Workers' Union

South African Transport Workers' Union

and

Transport and Allied Workers' Union

(hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the National Bargaining Council for the Road Freight Industry.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Road Freight Industry -

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, and who are engaged and employed therein, respectively;
- (b) in the A Area, which consists of 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. R. 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg, and excluding those portions of the Magisterial District of Brakpan which, prior to 1 April 1966 and 1 July 1972 (Government Notices Nos. R. 498 and R. 871 of 1 April 1966 and 26 May 1972, respectively), fell within the Magisterial District of Nigel], Delmas, Germiston, Johannesburg, Kempton Park [excluding those portions which, prior to 29 March 1956 and 1 November 1970 (Government Notices Nos. R. 556 and R. 1618 of 29 March 1956 and 2 October 1970, respectively), fell within the Magisterial District of Pretoria], Krugersdorp [including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972, respectively (Government Notices Nos. R. 1105 and R. 872 of 26 July 1963 and 26 May 1972, respectively), fell within the Magisterial District of Krugersdorp],

Oberholzer (excluding that portion of the Magisterial District of Oberholzer which, prior to the publication of Government Notice No. R. 1745 of 1 September 1978, fell within the Magisterial District of Potchefstroom), Randburg (excluding that portion which, prior to the publication of Government Notice No. R. 2152 of 22 November 1974, fell within the Magisterial District of Pretoria), Randfontein (including that portion of the Magisterial District of Koster which, prior to the publication of Government Notice No. R. 1105 of 26 July 1963, fell within the Magisterial District of Randfontein, but excluding the farms Moadowns 1, Holfontein 17, Leeuwpans 18, Ireton 19, Pahtiki 20, Bospan 21 and Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging and Westonaria; and

(c) in the B Area, which consists of the rest of the Republic of South Africa, excluding the Magisterial Districts specified in paragraph (b).

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

(3) Notwithstanding the provisions of subclause (2), this Agreement shall not apply to an owner-driver, as defined, who possesses only one motor vehicle and who is the permanent driver of such vehicle, or to the employees employed by him, except insofar as clauses 3 and 5 (4) are applicable.

(4) (a) The provisions of clauses 1 (1) (a) and 1A of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and the trade unions, respectively, who entered into this Agreement, unless the Minister of Labour has declared the Agreement binding on such employers and employees in terms of section 32 (2) of the Labour Relations Act, 1995; and

(b) the provisions of clauses 31, 41, 45 (1), 49 and 50 (3) of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and the trade unions, respectively, who entered into this Agreement.

1A. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 29 February 2004.

2. DEFINITIONS

(1) Unless the contrary intention appears, any expression used in this Agreement which is defined in the Labour Relations Act, 1995, shall have the same meaning as in that Act, any reference to the singular shall include the plural and vice versa, any reference to any gender shall include the opposite gender, any reference to an Act shall include any amendment to such Act and further, unless inconsistent with the context -

"Act" means the Labour Relations Act, 1995 (Act No. 66 of 1995);

"artisan assistant" means an employee who assists an artisan by working on basic tasks such as removing

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covers, taking motors apart and doing repairs on basic equipment under supervision, using limited tools and manual equipment and also assisting in cleaning the work area and workshop;

"averaging of hours of work" means an averaging of hours of work as referred to in clause 5 (6);

"checker, grade I" means an employee who checks the assembling, packing, unpacking, weighing, stacking, loading, unloading, marking or addressing of goods or containers and who checks, enters or records particulars of such goods or containers manually to a written or electronic statement;

"checker, grade II" means an employee who checks the assembling, packing, unpacking, weighing, stacking, loading, unloading, marking or addressing of goods or containers and who checks, enters or records particulars of such goods or containers manually to a written or electronic statement and who supervises and checks the work of a general worker;

"compressed working week" means a compressed working week referred to in clause 5 (5);

"Council" means the National Bargaining Council for the Road Freight Industry;

"day" for the purposes of calculating a night-shift allowance, means a period of 24 hours from midnight to midnight, and in the case of a normal working day or of an employee who works shifts, it means a period of 24 hours reckoned from the time work commences;

"despatch clerk" means an employee who -

- (a) is responsible for the receipt, packing or despatch of goods or containers from a store, warehouse or storage place;
- (b) may supervise and check the work of a checker, grade I or II or a general worker; and
- (c) utilises information and data stored manually, or electronically on a computer system;

"driver" means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "drives a motor vehicle" includes all periods of driving, all periods during which he is obliged to remain at his post in readiness to drive and any time spent by him in connection with the vehicle or its load;

"emergency services" means any work which, owing to unforeseen causes such as fire, storm, accident, act of violence or theft, must be done without delay and includes work essential for the maintenance of light, power or water supplies or sanitary and telephone services and the transportation of machinery or any other thing to prevent any serious disruption in any undertaking, industry, trade or occupation, including transportation for the SA Police Service or for purposes of national defence and completing the en route transportation and unloading of perishable products to prevent spoilage;

"employer" means any person whomsoever who employs or provides work for any other person and who remunerates or expressly or tacitly undertakes to remunerate him or who, subject to section 3 of the Act,

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permits any other person whomsoever in any manner to assist him in the carrying on or conducting of his business or undertaking and "employ" has a corresponding meaning;

"employment" has the same meaning as set out in clause 20 (7);

"establishment" means any premises on or in connection with which one or more employees are employed in the Road Freight Industry;

"extra-heavy motor vehicle (articulated)" means a motor vehicle (articulated), the gross combination mass of which exceeds 16 000 kg but not 25 000 kg;

"extra-heavy motor vehicle (rigid)" means a motor vehicle (rigid), the gross vehicle mass of which exceeds 16 000 kg but not 25 000 kg;

"gantry crane operator, grade I" means an employee who is engaged in driving a gantry crane with a lifting capacity exceeding 6 000 kg, or in operating or controlling it from the floor of an establishment;

"gantry crane operator, grade II" means an employee who is engaged in driving a gantry crane with a lifting capacity not exceeding 6 000 kg, or in operating or controlling it from the floor of an establishment;

"general worker" means an employee who is engaged in one or more of the following duties:

- (a) Opening, closing, nailing up, sewing up, marking, tying, filling or emptying bales, vats, packing cases, boxes, tins, cartons, drums, bags or containers;
- (b) assisting in the loading or unloading of containers;
- (c) throwing over or removing tarpaulins or plastic coverings;
- (d) sealing or opening messages, packages, letters or goods and delivering or transporting them on foot, by pedal cycle or tricycle, or by hand-operated vehicle;
- (e) carrying, lifting, pulling, pushing, dragging, packing, unpacking, repacking, stacking, rolling up, shifting, loading or unloading any goods, containers, packages or vehicles, wheelbarrows, trolleys or other hand-operated vehicles, other than by using power-driven equipment;
- (f) pasting labels on goods or marking, branding, stamping or stencilling goods, or perforating labels;
- (g) parcelling, wrapping or tying goods;
- (h) replacing towels, soap or toilet paper;
- (i) cleaning goods or containers;
- (j) setting up or taking apart ready-made cardboard or fibreboard boxes or similar containers by hand;
- (k) shovelling or scattering stone, gravel, soil, clay, sand or other raw materials with a shovel;
- (l) boring, scraping down or sandpapering by hand;
- (m) guarding motor vehicles, goods or the loads on motor vehicles;

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- (n) operating a hand-operated crane, hoist, pump, duplicating machine, jack or winch;
- (o) assisting an artisan in ways other than by using the tools of his trade independently;
- (p) washing overalls, uniforms, protective clothing, packing material or blankets;
- (q) working on a motor vehicle, trailer or semi-trailer, or accompanying it on trips;
- (r) repairing packing cases, cases, crates or pallets by hand;
- (s) cleaning premises, pallets, vehicles or machinery;
- (t) preparing rations or making or serving tea or similar beverages for employees or making or serving tea or other refreshments for the employer or his guests;
- (u) using rubber or other stamps where selection or discretion is not needed;
- (v) opening or shutting railway trucks or containers;
- (w) applying paint or anti-rust agents to goods, trailers or semi-trailers by hand;
- (x) removing, replacing, changing or pumping wheels, tyres or tubes of motor vehicles, front-end loaders, mobile hoists, trailers, semi-trailers, cycles, wheelbarrows, trolleys or other hand-driven vehicles, or repairing tubes; and
- (y) any other manual labour not specifically defined herein;

"general worker, repair shop" means an employee who assists an artisan by doing manual and physical tasks, which include carrying tools, cleaning parts, cleaning the work area, packing away tools and helping where needed;

"goods" means any movable property, including but not limited to any article, commodity or substance such as sand, soil, gravel, stone, coal, water or other liquid, gaseous or solid matter and containers or containerised goods;

"gross combination mass" in relation to a motor vehicle (articulated) that is used to draw another motor vehicle, means the maximum mass of the combination of vehicles, including that of the drawing motor vehicle and its load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority concerned;

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

"heavy motor vehicle (articulated)" means a motor vehicle (articulated) the gross combination mass of which exceeds 9 000 kg but not 16 000 kg;

"heavy motor vehicle (rigid)" means a motor vehicle (rigid), the gross vehicle mass of which exceeds 9 000 kg but not 16 000 kg;

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"hourly wage rate" means the weekly wage divided by the number of ordinary hours of work set out in clause 5 (1) (a);

"hours of work" includes all periods of driving and any time spent by a driver, security officer or any other employee on other work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to work when required to do so, but does not include any meal interval as prescribed in clause 5 (2) or any period in respect of which a subsistence allowance is payable to an employee in terms of clause 16, if during such interval or period the employee does no work other than remaining in charge of the vehicle and its load, if any, or guarding the vehicle and its load, if any;

"internal motor vehicle" means a motor vehicle used on the premises of or inside an establishment;

"law" includes the common law;

"light motor vehicle" means a motor vehicle, the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg;

"loader operator, grade I" means an employee who operates a power-driven front-end loader with a lifting capacity exceeding 6 000 kg, used in the loading, shifting or unloading of soil, sand, stones, gravel or any other raw materials, goods or containers;

"loader operator, grade II" means an employee who operates a power-driven front-end loader with a lifting capacity not exceeding 6 000 kg, used in the loading, shifting or unloading of soil, sand, stones, gravel or any other raw materials, goods or containers;

"medium motor vehicle (articulated)" means a motor vehicle (articulated), the gross combination mass of which exceeds 3 500 kg but not 9 000 kg;

"medium motor vehicle (rigid)" means a motor vehicle (rigid), the gross vehicle mass of which exceeds 3 500 kg but not 9 000 kg;

"mobile hoist operator, grade I" means an employee who is engaged in operating a power-driven mobile hoist or fork-lift truck with a lifting capacity exceeding 6 000 kg used in the loading, unloading, moving or stacking of goods or containers, but does not include an internal motor vehicle;

"mobile hoist operator, grade II" means an employee who is engaged in operating a power-driven mobile hoist or fork-lift truck with a lifting capacity not exceeding 6 000 kg used in the loading, unloading, moving or stacking of goods or containers, but does not include an internal motor vehicle;

"month" means a calendar month, which is one of the 12 named periods into which a year is divided;

"monthly wage" means an employee's weekly wage multiplied by four and a third;

"motor vehicle" means any self-propelled vehicle used for conveying goods or containers and includes a truck-tractor, a motorcycle, a motor tricycle and a tractor, but does not include a mobile hoist;

"motor vehicle (articulated)" means a combination of vehicles consisting of a motor vehicle and a semi-trailer or trailer or trailers;

"motor vehicle (rigid)" means a motor vehicle other than a motor vehicle (articulated);

"night-shift" means a shift during which five and a half or more ordinary hours of work, overtime excluded, fall within the period reckoned from 18:00 to 06:00 the next day;

"ordinary hours of work" means the ordinary hours of work prescribed in clause 5 (1) or, if by agreement between an employer and his employee the latter works a lesser number of ordinary hours, such lesser hours;

"overtime" means, subject to the provisions of clause 8 (3), all hours worked in excess of the ordinary hours of work prescribed in clause 5 (1), other than on a Sunday or a paid holiday;

"owner-driver" means an employer who is the owner or part-owner or leaseholder or renter of one or more motor vehicles used in transporting goods for hire or reward and who himself drives any such motor vehicle;

"packer/loader, grade I" means an employee who is responsible for packing or loading furniture into any container or into or out of a vehicle or unloading or unpacking furniture;

"packer/loader, grade II" means an employee who is responsible for packing or loading furniture into any container or into or out of a vehicle or unloading or unpacking furniture and who supervises the activities of a general worker;

"paid holiday" means any of the public holidays specified in Schedule 1 of the Public Holidays Act, 1994 (Act No. 36 of 1994);

"part-time employee" means an employee who does not work full-time, but who is employed on a permanent basis and who is only required to work a fixed and limited number of hours per day, per week or per month;

"relief employee" means an employee, other than a temporary employee of a temporary employment service, who is employed by the same employer for not more than 16 shifts in a 30-day period and not more than 144 shifts in a 52-week period;

"Road Freight Industry" or "Industry" means the Industry in which employers and employees are associated for carrying on one or more of the following activities for hire or reward:

- (i) The transportation of goods by means of motor transport;
- (ii) the storage of goods, including the receiving, opening, unpacking, packing, despatching and clearing or accounting for of goods where these activities are incidental to paragraph (i); and
- (iii) the hiring out by temporary employment services of employees for activities or operations which

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ordinarily or naturally fall within the transportation of goods, irrespective of the class of undertaking, industry, trade or occupation in which the client is engaged as an employer; but the "transportation of goods" does not include the following:

- (i) The undertakings, industries, trades or occupations in respect of which the Transnet Industrial Council was registered on 2 October 1991; the interests in respect of which that Council was registered being the undertakings, industries, trades or occupations of Transnet Ltd as engaged in by Spoornet, South African Airways, Autonet, Portnet, Transnet, Transwork, Promat and Protekon, or any other business, undertaking, industry, trade, occupation, unit, department or section of Transnet Ltd;
- (ii) the Motor Ferry Industry, which means the Industry in which employers and employees are associated for the transportation of motor vehicles by road, sea or rail, between vehicle manufacturers and motor dealerships;

"running repairs" means repairs to a vehicle and its component parts that can be effected by the driver, a security officer, grade A, or a general worker with tools normally supplied by the manufacturer of such vehicle, which includes normal tools required to change or pump a wheel, screwdrivers, pliers, spare globes and adjustable spanners;

"seasonal worker (Sugar Transport Sector)" means an employee who is in the permanent employ of an employer transporting sugar cane and who, owing to the seasonal nature of the Sugar Industry, is required to report for duty only as and when required by his employer;

"security guard" means an employee, other than a security officer, who is engaged in one or more of the following duties:

Guarding, protecting or patrolling premises, buildings, structures or other fixed or movable property, whether or not he handles or controls dogs in the performance of any or all of the said duties;

"security officer, grade A" means an employee who drives a motor vehicle and is engaged in the guarding of cash and valuables and the guarding and handling of securities and negotiable documents in transit and who may be required to carry firearms;

"security officer, grade B" means an employee who is engaged in the guarding and handling of cash, valuables, securities and negotiable documents and who may be required to carry firearms;

"security officer, grade C" means an employee who receives, issues, moves and controls cash-carrying containers conveyed between security officers, grades A or B, and bank officials and who may be required to carry firearms;

"semi-skilled artisan" means an employee who, although still under the supervision of an artisan, works independently on jobs but is not held fully responsible for final checking and who does more complex

repairs, uses fault-finding equipment, chooses alternative ways of carrying out tasks, operates electrical and mechanical equipment and who may be required to do jobs such as basic welding, and who is not fully qualified as an artisan but could over a period of time do a trade test and qualify as such;

"semi-trailer" means a trailer without a front axle and designed or adapted to rest on and be drawn by a truck-tractor;

"shift" means any consecutive period of work, subject to the provisions of clause 5 (1), in the course of a working day, as defined, that has been set by an employer for an employee, but shall not be deemed to include any period of overtime, as defined: Provided that each paid holiday, each Sunday on which an employee is required to work, each Saturday on which an employee works at least nine overtime hours or each working day of absence on leave, sick leave, family responsibility leave, study leave or on the instruction of the employer, as prescribed in this Agreement, shall be computed as one shift and where an employee works from Monday to Friday and is credited with five shifts in respect of such days, then any ordinary hours worked on a Saturday shall be accumulated and for every nine ordinary hours so accumulated the employee shall be credited with one shift and any ordinary hours accumulated in excess of nine hours shall be accumulated towards the next qualifying cycle of nine hours;

"short time", which is applicable only in the B Area, means a temporary reduction in the number of ordinary hours of work owing to vagaries of the weather, a slackness of trade, a shortage of goods to be transported, a breakdown of vehicles, plant or machinery or a breakdown or threatened breakdown of buildings;

"storeman (warehouse)" means an employee who is in charge of stocks, of incoming goods or containers and who is responsible for receiving, recording, storing, packing or unpacking goods or containers in a store or a warehouse or a storage place and for delivering goods or containers from a store, warehouse or storage place for despatch;

"storeman (workshop)" means an employee who is engaged in receiving, recording, storing, unpacking and issuing spares for the repair and maintenance of vehicles;

"substantive issues" means all issues involving cost and affecting the wage packets of employees;

"Sugar Cane Sector" means that portion of the Sugar Transport Sector in which employers and employees are primarily associated for the handling and transportation of sugar cane and associated products between the fields and mills for hire or reward;

"team leader" means an employee who, under general supervision, is in charge of a group of general workers and who may keep records of the work they do and engage in the same work;

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"temporary employee of a temporary employment service" means a temporary employee of a temporary employment service referred to in clause 18 (1);

"temporary employment service" means any person who, for reward, procures for or provides to a client other persons who -

- (a) render services to or perform work for the client; and
- (b) are remunerated by the temporary employment service;

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

"trailer" means a vehicle that is not self-propelled, but is designed or adapted to be drawn by a motor vehicle;

"truck-tractor" means a motor vehicle designed or adapted to draw other vehicles and not to carry any load other than in the form of a trailer, semi-trailer or ballast resting on it and does not include a tractor;

"ultra-heavy motor vehicle" means a motor vehicle, the gross vehicle mass or gross combination mass of which exceeds 25 000 kg;

"wage" means the amount of money payable to an employee as a basic wage in terms of clause 7 in respect of his ordinary hours of work as prescribed in clause 5 (1) and excludes any bonus: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work a larger amount than that prescribed in clause 7, it means such larger amount;

"wage register" means the record required to be kept by an employer in terms of clause 42;

"working day" means any period of ordinary hours of work and overtime, as defined, and any meal intervals and rest intervals referred to in clause 5 (2) and (3), respectively, falling within a single 24 hour cycle and shall be deemed to commence at the time at which an employee commences work during such cycle;

"year", in respect of an employee, means any period of employment in the Industry extending over a period of 252 completed shifts.

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

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 Industry shall, within 30 days of the date of coming into operation of this Agreement or within 30 days of entering the Industry, as the case may be, furnish the Council with a statement for each of his establishments in the form of Annexure A.1, specified for this purpose by the Council, reflecting -

- (a) his full names, identity number and home address, or those of each partner, trustee, director or member if the employer is a partnership, trust, company or close corporation;
- (b) the name of the partnership, trust, company or close corporation and its registration number;
- (c) the trading name, if any;
- (d) the physical and postal address of each establishment, together with the telephone and fax number and e-mail address, if any;
- (e) the names, identification numbers and addresses of all persons covered by this Agreement, as well as their dates or years of birth, where possible;
- (f) where applicable, the number of motor vehicles used in his or its business, together with their registration numbers and the registered gross vehicle mass of each vehicle; and
- (g) the Magisterial District of the establishment.

(2) If the Council has reason to believe that the gross vehicle mass is not correctly registered, the Council shall request the employer to produce the registration certificate so as to decide the issue.

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

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

(5) Other documents specified for use and referred to elsewhere in this Agreement shall be in the form of -

- (a) Annexure B - Certificate of Service [clause 28 (1)];
- (b) Annexure C - Wage Envelope [clause 6 (1) (ii)];
- (c) Annexure D - Monthly Assessment Return [clauses 11 (6) and (7), 12 (13) and (14), 18 (7), (8) and (10), 19 (1) (c), 21 (1) (c), 22 (1) (c), 30 (4), 31 (1) (a), 32 (1) (c), (d), (2) and (3) and 54];
- (d) Annexure E - Pro Rata Accrued Shift Entitlement Advice Voucher [clauses 19 (1) (d), 21 (1) (d) and 27 (5)];
- (e) Annexure F - Annual Leave Pay/Bonus Payment Voucher [clauses 19 (8) (a) (i) and 21 (3) (iii)];
- (f) Annexure G - Retrenchment Advice [clause 51 (3)]; and
- (g) Annexure H - Notice of Termination of Employment [clause 27 (2)].

(6) The onus shall rest with the employer for ensuring that he has an adequate stock of the Annexures referred to in subclause (5) at all times.

4. CONTRACT OF EMPLOYMENT

(1) Every employee, other than a relief employee or a temporary employee of a temporary employment service, shall be deemed to be a weekly employee, whether he has worked the full number of specified hours or less in any week.

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(2) *Differential wage:* An employee, other than a temporary employee of a temporary employment service, who on any day performs work in a class for which a higher wage is prescribed in clause 7 than his usual wage for his usual class of work, shall be paid such higher wage in respect of the whole of such day, irrespective of the number of hours worked on that day in that class of work. A relief employee who on any day performs classes of work for which different wages are prescribed in clause 7, shall be paid at the highest such wage for that day, plus an additional premium of 10 per cent of such highest wage.

(3) *Calculation of monthly wage:* An employee's monthly wage shall be calculated at four and a third times his weekly wage prescribed in clause 7, or at four and a third times any higher weekly wage normally paid to him.

(4) *Incentive work:* (a) Provided that the time and wage register prescribed in clause 42 of this Agreement is properly kept and that an employee be paid not less than the amount he would otherwise be entitled to in terms of clauses 7, 8, 9, 10, 16 and 17, an employer may, subject to the approval of the Council, base such employee's remuneration on the quantity of work done or his output: Provided further that no such system of remuneration shall be approved by the Council except in the form of an incentive scheme established in terms of paragraphs (b) and (c).

(b) An employer who wishes to introduce an incentive scheme shall set up an elected joint representative committee consisting of management and employees to negotiate and agree the terms of such scheme.

(c) The terms of any such incentive scheme shall be reduced to writing and be signed by all the members of the committee and shall not be varied or terminated by either party unless the party wishing to do so has given the other party such notice in writing as may have been agreed upon by the parties who entered into the scheme.

(5) A driver engaged in the transportation of either hazardous substances, as defined in the regulations for the transportation of hazardous substances under the Hazardous Substances Act, 1973 (Act No. 15 of 1973), or perishable products, may participate in industrial action only after the safe discharge of the load and the return of the vehicle to the employer's establishment, or after having given the employer at least seven days' written notice of his intended participation in industrial action that will occur during a period during which he is required to undertake a trip involving the transportation of the said substances or products.

5. HOURS OF WORK

(1) (a) The ordinary hours of work of an employee shall not exceed 45 in any week.

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

(i) in the A Area -

(aa) in the case of an employee who works a five-day week, nine and a half; and

(ab) in the case of an employee who works a six-day week, nine: Provided that the ordinary hours of work may not exceed three on a Saturday; and

(ii) in the B Area -

(aa) in the case of an employee who works not more than five days in a week, nine; and

(ab) in the case of an employee who works more than five days in a week, eight.

(c) Regular daily shift commencement times shall be fixed and regulated by individual employers: Provided that no employer shall change any regular shift commencement time unless he has served his employees with at least 12 hours' prior verbal notice of such change.

(d) Subject to the meal intervals prescribed in subclause (2), all hours worked by employees, other than temporary employees of a temporary employment service, on any day shall be consecutive and be regarded as one completed shift.

(e) An employer may change the working week commencement day and time of an employee by giving him at least 72 hours' written notice of such change.

(2) *Meal intervals:* An employer shall not require or permit an employee to work for longer than five hours continuously without a meal interval of not less than one hour, during which interval the employee shall not be required or permitted to perform any work and such interval shall not form part of the ordinary hours of work or overtime: Provided that the period of five hours may be extended to not more than seven hours for the purpose of loading or unloading a vehicle: Provided further that -

(a) such interval may be reduced to not less than half an hour by written agreement between an employer and his employee;

(b) periods of work interrupted by intervals of less than one hour, except when proviso (a) or (e) applies, shall be deemed to be continuous;

(c) if such interval is longer than one hour, any period in excess of one and a quarter hours shall be deemed to be time worked;

(d) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work; and

(e) when on any day, by reason of overtime worked, an employer is required to give an employee a second meal interval, such interval may be reduced to not less than 15 minutes.

(3) *Rest intervals:* (i) An employer shall not require or permit an employee to work so that he has less than nine consecutive hours for rest in any period of 24 hours, calculated from the time the employee commences work on any day.

(ii) An employer shall grant to each of his employees a rest interval of not less than ten minutes as nearly as practicable in the middle of the first work period of each day and during such interval such employee

shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work of such employee.

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

(5) (a) *Compressed working week*: Upon at least 72 hours' written notice to an employee, an employer may require him to work up to 15 hours on a day, inclusive of meal intervals required in terms of subclause (2), without overtime pay.

(b) An employer shall not require or permit an employee to work -

- (i) more than the maximum number of ordinary hours of work prescribed in subclause (1) in any week;
- (ii) more than the maximum number of overtime hours prescribed in clause 8 (9) in any week;
- (iii) during the rest interval prescribed in subclause (3); or
- (iv) a compressed working week for more than two consecutive weeks in five weeks.

(c) An employer who intends implementing a compressed working week scheme shall -

- (i) immediately notify the Secretary of the Council in writing of the anticipated date of implementation and approximate duration of the scheme;
- (ii) retain copies of all notices issued to employees in terms of paragraph (a) above for a period of three years; and
- (iii) maintain a register detailing the dates and hours worked by every employee involved in the scheme.

(d) An employer shall credit an employee with one shift for every nine ordinary hours worked during a compressed working week, up to a maximum of five shifts per week. A part of an hour so worked shall be deemed to be a full hour: Provided that an employer shall be entitled to deduct one shift for each day that the employee is absent from work for reasons not specified in the proviso to the definition of "shift" in clause 2.

(6) (a) *Averaging of hours of work*: Upon at least 72 hours' written notice to an employee, an employer may average such employee's ordinary hours of work and overtime over a period of up to five weeks: Provided that -

- (i) he not be required to work more than the ordinary hours of work prescribed in subclause (1) and overtime hours prescribed in clause 8 (9) during the said period; and
- (ii) the rest intervals prescribed in subclause (3) be adhered to.

(b) An employer who intends implementing an averaging of hours of work scheme shall -

- (i) immediately notify the Secretary of the Council in writing of the anticipated date of implementation and approximate duration of the scheme;
- (ii) retain copies of all notices issued to employees in terms of paragraph (a) for a period of three years; and

(iii) maintain a register detailing -

(aa) the dates, ordinary hours of work and overtime worked by every employee involved in the scheme;
and

(ab) a calculation of how the hours were averaged over the period in respect of each employee.

(c) An employer shall credit an employee with five shifts for each week during which an averaging of hours of work scheme is operative: Provided that an employer shall be entitled to deduct one shift for each day that the employee is absent from work for reasons not specified in the proviso to the definition of "shift" in clause 2.

(7) *Overall limitation of hours of work and overtime:* An employer shall not require or permit an employee to work more than 90 hours in any week, inclusive of ordinary hours of work, overtime hours and hours worked on a Sunday or paid holiday.

(8) (a) Subclauses (1) (d), (2) and (3) shall not apply in respect of the performance of "emergency services" as defined in clause 2.

(b) Subclauses (2) and (3) shall not apply to a security guard: Provided that if a meal interval is granted to such employee, the time taken up by such interval shall be deemed to be time during which he worked.

(c) Subclause (3) (ii) shall not apply to a driver or to an employee who accompanies or assists a driver on the vehicle while such vehicle is not at the employer's establishment.

6. PAYMENT OF REMUNERATION

(1) *Employees other than relief employees:* (i) Wages, payments for overtime, allowances and all other payments due to an employee shall be paid in cash weekly by the employer during the ordinary hours of work of the employee on the usual pay day of the establishment, or, with the written consent of the employee, monthly in cash or by cheque during the ordinary hours of work of the employee on the usual pay day of the establishment, or on termination of employment if this takes place before the usual pay day.

(ii) All such payments shall be contained in a sealed Wage Envelope in the form specified by the Council for this purpose (Annexure C), or in a sealed container on which shall be recorded, or which shall be accompanied by a statement showing -

- (a) the employer's name;
- (b) the employee's name or his number on the payroll and his category;
- (c) the number of ordinary hours of work worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the employee's wage;
- (f) details of any other payments arising out of the employee's employment;
- (g) details of any deductions made;

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(h) the actual amount paid to the employee; and

(i) the period in respect of which payment is made,

and the envelope or container on which the said particulars are recorded, or the statement on which such particulars are shown, shall become the property of the employee.

(iii) If an employee is absent on the usual pay day of the establishment, he shall be paid within 24 hours of his return to the establishment.

(iv) The particulars prescribed in paragraph (ii) may be recorded on such envelope or container, or in such statement, in code, which code shall be fully set out and explained in an accompanying notice, or in a notice kept posted in a conspicuous place in the establishment, accessible to all employees affected thereby.

(v) At the written request of an employee, any amount referred to in paragraph (i) may be paid into his building society or bank account by his employer, who shall hand to him the relevant receipt together with the aforementioned statement.

(2) All queries regarding the particulars on the envelope or container, or the amount enclosed therein, or regarding the statement, as the case may be, shall be made within 14 days of the date of payment to the employer and, failing satisfaction, within 26 weeks of the date of payment to the Council.

(3) *Premiums:* Subject to any other law, no payment by or on behalf of an employee shall be accepted by an employer, either directly or indirectly, in respect of the employment or training of such employee.

(4) *Purchase of goods:* An employer shall not require an employee to purchase any goods from him or from any business or person nominated by him.

(5) *Accommodation, meals and rations:* Subject to any other law, an employer shall not require an employee to accept accommodation, meals or rations from him or from any person or at any place nominated by him.

(6) *Set-off:* An employer shall not apply set-off against an employee's remuneration for any reason whatsoever, except in accordance with clause 53.

7. WAGES

(1) For the period until 29 February 2004 the minimum rate at which wages in respect of ordinary hours of work shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:

(a) *Weekly wages:*

Category Code	Class	Grade	Patterson grade	Minimum wage	Across-the-board increase p.w.
1	General worker	1.	A Band	R384,00	R40,00
42	General worker, repair shop		A Band		
3	Packer/loader, grade I		A Band		
27	Security guard		A Band		
5	Motorcycle/Motor tricycle driver	2.	B1	R436,50	R41,00
6	Light motor vehicle driver		B1		
2	Checker, grade I		B1		
22	Loader operator, grade II		B1		
24	Mobile hoist operator, grade II		B1		
46	Packer/loader, grade II		B1		
7	Medium motor vehicle driver (articulated)	3.	B2	R538,00	R48,00
8	Medium motor vehicle driver (rigid)		B2		
44	Artisan assistant		B2		
19	Gantry crane operator, grade I		B1		
23	Mobile hoist operator, grade I		B2		
47	Checker, grade II		B2		
21	Loader operator, grade I		B1		
20	Gantry crane operator, grade II		B2		
26	Storeman (workshop)		B2		
15	Team leader		B2		
10	Heavy motor vehicle driver (articulated)	4.	B3	R596,50	R53,00
11	Heavy motor vehicle driver (rigid)		B3		
12	Extra-heavy motor vehicle driver (articulated)		B3		
13	Extra-heavy motor vehicle driver (rigid)		B3		
18	Despatch clerk		B3		
14	Ultra-heavy motor vehicle driver	5.	B4	R682,00	R60,00
45	Semi-skilled artisan		B4		
49	Storeman (warehouse)		B4		
41	Security officer, grade C	6.	B3	R902,80	R75,00
40	Security officer, grade B		B3	R915,40	R81,92
39	Security officer, grade A		B4	R915,40	R81,92

(b) *Across-the-board increase:* Employees who were employed prior to 1 March 2003 must have been awarded the across-the-board increases prescribed in paragraph (a) above on 1 March 2003. If an employee, after having been awarded the across-the-board increase, received a wage of less than the minimum prescribed for his grade, his wage should have been adjusted to the grade minimum.

(2) An employee, other than a temporary employee of a temporary employment service, who at the date of coming into operation of this Agreement, or thereafter, was or is in receipt of a higher wage than that prescribed in this Agreement for an employee of his class, shall continue to receive such higher wage while employed by the same employer on the same work, unless the employer is exempted under clause 46. The provisions of this subclause shall also apply in respect of an employee, other than a temporary employee of a temporary employment service, whose services are terminated by his employer subsequent to the date of commencement of this Agreement and who is re-engaged within three months by such employer. For the purposes hereof "Agreement" includes any amendment hereto.

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(3) An employee shall not accept lower remuneration than the remuneration prescribed in this Agreement for an employee of his class.

(4) *Differential wage:* An employee, other than a temporary employee of a temporary employment service, who on any day performs work in a class for which a higher wage is prescribed in this clause than his usual wage for his usual class of work, shall be paid such higher wage in respect of the whole of such day, irrespective of the number of hours worked on that day in that class of work. A relief employee who on any day performs classes of work for which different wages are prescribed in this clause, shall be paid at the highest wage for that day, plus an additional premium of 10 per cent of such highest wage.

8. OVERTIME WORK

(1) An employer shall pay an employee who works overtime at a rate of not less than one and a half times his hourly wage in respect of the total period so worked -

(i) on any day in the case of a relief employee;

(ii) in each category on any day in the case of a temporary employee of a temporary employment service;

and

(iii) in any week in the case of any other employee.

(2) An employer shall pay an employee who works overtime on emergency services at a rate of not less than double the employee's weekly wage, divided by 45, in respect of each hour or part thereof so worked.

(3) Notwithstanding the provisions of subclause (10), where in any week an employee absents himself from work without the consent of his employer during any or all of the ordinary hours of work of a normal working day, such ordinary hours not worked may be deducted from the overtime hours worked during that week and the hours so deducted shall be paid for at the employee's normal hourly wage: Provided that -

(i) if the number of ordinary hours of work during which the employee is absent in any week exceeds the number of overtime hours worked, all such overtime hours worked shall be paid for at the employee's normal hourly wage; and

(ii) where an employee is absent from work with the permission of his employer, or on account of sickness or circumstances beyond his control, the provisions of this subclause shall not apply and the overtime hours worked shall be paid for at the specified overtime rate for his class: Provided further that, in the case of sickness, an employer may, as a prerequisite to the payment of overtime, request an employee to produce a medical certificate as proof of cause of absence.

(4) An employee penalised in terms of subclause (3) may, on good cause shown, appeal to the Council which shall, after due consideration of all the facts relating to such penalty, either uphold or deny such appeal.

(5) Notwithstanding the provisions of subclause (1) (a), upon 72 hours' written notice to an employee, an employer may -

- (a) pay an employee who works overtime at a rate of not less than the ordinary basic wage for overtime worked and grant the employee at least 30 minutes' time off in respect of overtime payable at one and a half times his hourly wage, on full pay, for each hour so worked; or
- (b) grant the employee at least 90 minutes' time off in respect of overtime payable at one and a half times his hourly wage, on full pay, for each hour so worked.

(6) An employer shall grant paid time off in terms of subclause (5) within 30 days of the employee's becoming entitled thereto, which period may be increased to 52 weeks by written agreement.

(7) Paid time off in lieu of payment for overtime worked may not be granted during any period during which a compressed working week is worked.

(8) An employer who intends implementing a scheme of paid time off in lieu of payment for overtime worked shall -

- (a) immediately notify the Secretary of the Council in writing of the anticipated date of implementation and approximate duration of the scheme;
- (b) retain copies of all notices issued to employees in terms of subclause (5) for a period of three years after issue;
- (c) retain copies of all agreements entered into in terms of subclause (6) for a period of three years; and
- (d) maintain a register detailing -
 - (i) the dates and overtime hours worked by every employee involved in the scheme;
 - (ii) the calculation of paid time off due to each employee; and
 - (iii) the dates and periods of paid time off granted to each employee.

(9) *Limitation of overtime:* An employer shall not require or permit an employee to work overtime for more than -

- (a) 6 hours on any day, except Saturdays: Provided that the maximum hours of work on any day shall not exceed 15, including ordinary hours of work, overtime hours and meal intervals prescribed in this Agreement; or

- (b) 30 hours in any week from Monday to Saturday, inclusive, subject to the proviso to paragraph (a):

Provided further that the provisions of this subclause shall not apply in respect of the performance of "emergency services" as defined in clause 2.

(10) *Calculation of overtime:* (a) Overtime in respect of a weekly employee shall be calculated on the basis of the weekly total of overtime worked, with a fraction of an hour rounded up or down to the nearest full half-hour.

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(b) Overtime in respect of a relief employee, or a temporary employee of a temporary employment service, shall be calculated on the basis of the daily total of overtime worked, with a fraction of an hour rounded up or down to the nearest full half-hour: Provided that overtime in respect of a relief employee shall be calculated on the wage specified in clause 12 (1), including the additional premium of 10 per cent.

9. SUNDAY WORK

Whenever an employee, including a relief employee and a temporary employee of a temporary employment service, is required to work on a Sunday, he shall be paid not less than double the hourly rate prescribed for his class for each hour, or part thereof, so worked: Provided that -

- (i) he shall be paid for six hours, whether he has worked six hours or less: Provided further that if a shift worked falls on a Sunday and another day, the whole shift shall be deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift shall be deemed to have been worked on such other day;
- (ii) in the case of a relief employee, the wage upon which the payment is based shall include the additional premium of 10 per cent specified in clause 12 (1);
- (iii) notwithstanding the provisions of subclause (i), upon 72 hours' written notice to an employee, an employer may grant such employee who works on a Sunday paid time off equivalent to the difference in value between the pay actually received by the employee for working on the Sunday and the pay that he is entitled to in terms of the said subclause;
- (iv) an employer shall grant paid time off in terms of subclause (iii) within 30 days of the employee's becoming entitled thereto, which period may be extended to 52 weeks by written agreement;
- (v) paid time off in lieu of payment for time worked on a Sunday may not be granted during any period during which a compressed working week is worked; and
- (vi) an employer who intends implementing a scheme of paid time off in lieu of Sunday pay shall -
 - (a) immediately notify the Secretary of the Council in writing of the anticipated date of implementation and approximate duration of the scheme;
 - (b) retain copies of all notices issued to employees in terms of subclause (iii) for a period of three years after issue;
 - (c) retain copies of all agreements entered into in terms of subclause (iv) for a period of three years; and
 - (d) maintain a register detailing -
 - (aa) the dates and hours worked on Sundays by every employee involved in the scheme;
 - (ab) the calculation of paid time off due to each employee; and
 - (ac) the dates and periods of paid time off granted to each employee.

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10. PAID HOLIDAY WORK

(1) *Compensation for work on paid holidays:* (a) If a paid holiday falls on a day on which an employee, other than a relief employee, would ordinarily work, an employer shall pay -

(i) an employee who does not work on the paid holiday, at least the wage that he would ordinarily have received for work on that day; and

(ii) an employee who does work on the paid holiday -

(aa) at least double the amount referred to in subparagraph (i); or

(ab) if it is greater, the amount referred to in subparagraph (i) plus the amount earned by the employee for each hour, or part thereof, worked on that day.

(b) A relief employee who works on a paid holiday shall be paid in terms of the provisions of clause 12 (7).

(2) The provisions of clause 9 (iii) to (vi) shall mutatis mutandis apply in the case of an employee who is required or permitted to work on a paid holiday.

(3) Whenever an employee works on a paid holiday he shall, in addition to the shift to be credited in terms of the proviso to the definition of "shift" in clause 2, be credited with a further shift.

(4) No employee shall insist on working on any paid holiday.

(5) Whenever any paid holiday falls on a Sunday, the following Monday shall be regarded as a paid holiday and whenever the Day of Goodwill falls on a Monday, the following Tuesday shall be regarded as a paid holiday.

(6) Whenever any paid holiday falls within the period of annual leave of an employee prescribed in clause 19 (2) (a) or 20 (1), his period of leave shall be extended by one day for each such paid holiday and he shall be paid for each such paid holiday in addition to the leave pay that is due to him. In such case the employee shall also be credited with one shift in respect of each such paid holiday for the purposes of his qualifying period for annual leave during the following year.

11. PART-TIME EMPLOYEES

(1) A written contract of employment which specifies the fixed hours that a part-time employee is required to work each day, week or month shall be entered into between the employer and such employee.

(2) The minimum wage of a part-time employee shall be calculated as a proportion of the wage prescribed in clause 7 for the class of work performed by such employee.

(3) The number of part-time employees employed by an employer shall on average not exceed 30 per cent of the employer's average monthly workforce over any 12-month period.

(4) An employer shall credit a part-time employee with five shifts for every week, irrespective of the number of days or weeks actually worked, unless the employee is absent for reasons not specified in clause 19 (5) on any day on which he is required to work.

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(5) For the purposes of calculating Leave Pay Fund, Holiday Pay Bonus Fund, Sick Fund and Council Expense contributions due in terms of clauses 19, 21, 22 and 32, respectively, the normal basic weekly wage of a part-time employee who works an average of 15 or more ordinary hours per week, shall be computed as follows:

$$\text{Normal basic weekly wage} = \frac{\text{Total basic wage due for month}}{1} \times \frac{3}{13}$$

(6) The normal basic weekly wage calculated in terms of subclause (5) shall be reflected in the wage column of the monthly return (Annexure D) to be submitted to the Council in terms of the provisions of this Agreement.

(7) The category code of each part-time employee to be entered in the monthly return (Annexure D) shall be prefixed with a "P"

12. RELIEF EMPLOYEES

(1) An employer shall pay a relief employee in respect of each day worked not less than one-fifth of the weekly wage prescribed for an employee of his class, plus an additional premium of 10 per cent of such wage and shall credit him with a shift: Provided that where the employer requires such employee to work for a period of less than six hours on any day, he shall be deemed to have worked for six hours.

(2) A relief employee may not be employed for more than 144 shifts in a 52 week period unless he is given the status of a permanent employee and remunerated accordingly.

(3) Once a relief employee has worked for more than 90 shifts in a 52 week period, his employer shall reduce his wage by dispensing with the 10 per cent premium on wages prescribed in subclause (1), but such employee shall be entitled to the benefits prescribed in terms of clauses 19 (1) (a) (iii), 20 (2) (b), 21 (1) (a) (iii) and 22 (1) (a) (iii) of this Agreement and clause 7 (1) (d) of the Provident Fund Agreement, irrespective of the Area in which the establishment of his employer is situated.

(4) The number of relief employees employed by an employer shall on average not exceed 30 per cent of the employer's average monthly workforce over any 12 month period.

(5) An employer shall pay a relief employee his remuneration in cash -

- (i) immediately on termination of his employment if he has worked for two days or less; or
- (ii) on the normal weekly pay day of the establishment where his employment is terminated after he has worked for more than two days.

(6) The ordinary hours of work of a relief employee shall not exceed nine on any day.

(7) An employer shall pay a relief employee who works on a paid holiday not less than double the hourly rate prescribed for his class, for each hour or part thereof worked, plus an additional premium of 10 per cent of such amount: Provided that he shall be paid for six hours, whether he has worked for six hours or less: Provided further that whenever a relief employee works for any period that falls -

(a) partly on a paid holiday and partly on a Sunday; or

(b) partly on a paid holiday and partly on an ordinary working day,

he shall, for the purposes of this subclause, be deemed to have worked the whole period on the day on which the major portion of such work period falls.

(8) A relief employee who works on a Sunday shall be paid in terms of the provisions of clause 9.

(9) A relief employee who on any day performs classes of work for which different wages are prescribed in clause 7 shall be paid at the highest such wage for that day, plus an additional premium of 10 per cent of such highest wage.

(10) The provisions of clause 6 (1) (ii) shall apply to employers of relief employees.

(11) The provisions of clause 32 shall apply to employers of relief employees.

(12) Overtime in respect of a relief employee shall be calculated on the basis of the daily total of overtime worked, with a fraction of an hour rounded up or down to the nearest full half-hour: Provided that such overtime shall be calculated on the wage specified in subclause (1), including the additional premium of 10 per cent.

(13) The category code of each relief employee to be entered in the monthly return (Annexure D) shall be prefixed with an "R".

(14) The total number of shifts worked by a relief employee during a month shall be entered in the "Shifts Worked" column of the monthly return (Annexure D) to be submitted to the Council.

(15) The total basic weekly wage earned by a relief employee during a month, including the additional premium of 10 per cent, shall be reflected in the wage column of the monthly return (Annexure D) to be submitted to the Council.

13. SHORT-TIME WORK

In the B Area, whenever the ordinary hours of work of an employee, other than a relief employee or a temporary employee of a temporary employment service, are reduced because of short time as defined in clause 2, an employer may make a deduction not exceeding an amount equal to the employee's hourly wage in respect of each hour of such short time: Provided that -

- (i) such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are so reduced;
- (ii) no deduction shall be made in the case of short time arising from slackness of trade or shortage of goods to be transported, unless the employer gives his employee notice on the previous working day of his intention to reduce the ordinary hours of work; and
- (iii) no deduction shall be made in the case of short time owing to vagaries of the weather or a breakdown of vehicles, plant or machinery, or a breakdown or threatened breakdown of buildings, in respect of the first hour not worked, unless the employer gives his employee notice on the previous working day that no work will be available.

14. SEASONAL EMPLOYMENT

(1) Employees who are not employed in the Sugar Cane Sector, as defined in clause 2, but who fall within the Sugar Transport Sector of the Road Freight Industry and the definition of "seasonal worker (Sugar Transport Sector)" in clause 2, shall receive a retainer payment throughout the off-crop period equal to 66,6 per cent of their normal basic wage for all periods, except annual leave periods, during which they are not required to report for normal duty.

(2) Employees, while in receipt of retainer payments, shall hold themselves in readiness to report for normal duty on reasonable notice.

(3) Employees who are recalled for normal duty during the off-crop period and who fail to report for duty shall forfeit the retainer payment prescribed in subclause (1) for the period during which they are absent without permission.

(4) Employees shall receive remuneration as prescribed in clauses 7, 8, 9, 10, 16 and 17 for all periods during which they perform their normal work.

15. SUGAR CANE SECTOR

(1) Employees who are employed in the Sugar Cane Sector, as defined in clause 2, and who fall within the definition of "seasonal worker (Sugar Transport Sector)" in clause 2, shall receive a retainer payment throughout the off-crop period, during which they are not required to report for normal duty, equal to 66,6 per cent of their normal basic wage for the first 15 weeks and thereafter 40 per cent of their normal basic wage: Provided that the period for which the retainer payment is payable shall not include annual leave.

(2) Employees, while in receipt of retainer payments, shall hold themselves in readiness to report for normal duty on reasonable notice.

(3) Employees who are recalled for normal duty during the off-crop period and fail to report for duty, shall forfeit the retainer payment prescribed in subclause (1) for the period during which they are absent without permission.

(4) Employees shall receive remuneration as prescribed in clauses 7, 8, 9, 10 and 16 for all periods during which they perform their normal work.

(5) Employees who work a night-shift as defined in clause 2 shall receive R9,50 for every such shift worked: Provided that where two different shifts qualify for a night-shift allowance during a 24-hour period commencing at midnight, only those employees who worked the first shift shall receive payment of the night-shift allowance.

(6) Employees who qualify for and receive a subsistence allowance are excluded from qualifying for a night-shift allowance.

(7) *Consolidated allowance:*

- (i) Employees shall receive an allowance of R100,00 per month, payable monthly in arrear, offset against any shift, accommodation, housing, rations or other allowances of a subsistence nature paid to such employees. Where employment commences or terminates during a month, the consolidated allowance shall be paid pro rata to service during such month.
- (ii) The total night-shift allowances earned by an employee during a month shall be offset against the consolidated allowance up to an amount of R100,00 and any consolidated allowance or night-shift allowance remaining after applying the set-off shall be paid to the employee.

16. SUBSISTENCE ALLOWANCE

(1) An employer shall, in addition to any other remuneration due, pay an employee who on any journey undertaken in the performance of his duties is absent from his place of residence and his employer's establishment for any period extending over the compulsory rest interval of nine consecutive hours prescribed in clause 5 (3) (i), a subsistence allowance of not less than -

(a) R13,00 for each such period of absence; and

(b) R12,33 for each of the three daily meal intervals due in terms of subclause (2) during such absence.

(2) The three daily meal intervals prescribed in clause 5 (2) shall be due at five-hour intervals reckoned from the working day commencement time of an employee referred to in subclause (1).

(3) An employer shall pay all allowances due to an employee in terms of subclause (1) within seven days of completion of the journey to which they relate.

(4) Where an employee is required to undertake a journey involving an absence of 48 hours or more in terms of subclause (1), his employer shall pay him in advance an allowance based on the subsistence allowance payable to him in terms of that subclause in respect of the estimated duration of such absence and the employee shall refund to his employer any overpayment of such allowance on completion of the journey.

17. NIGHT-SHIFT ALLOWANCE

(1) An employee who works night-shift as defined in clause 2 shall receive R13,00 for each such shift worked, offset against any allowance already paid for such shift, including but not limited to any allowance paid for food and accommodation.

(2) An employee who qualifies for and receives a subsistence allowance shall not be entitled to a night-shift allowance.

18. TEMPORARY EMPLOYMENT SERVICES

(1) An employee of a temporary employment service who is provided to one or more clients on a casual, non-continuous and occasional basis for periods of less than two months, shall be deemed to be a temporary employee of such temporary employment service.

(2) An employee of a temporary employment service who is provided to one or more clients on a continuous basis for a period in excess of two months shall be deemed to be an ordinary employee and all the provisions of this Agreement shall be applicable to such employee.

(3) Unless expressly otherwise provided in a written contract between a temporary employment service and its temporary employee, and subject to the further provisions of this clause, nothing contained in this Agreement shall be so construed as to preclude a temporary employment service from requiring its temporary employee to perform work of different classes for which different wages are prescribed.

(4) A temporary employee of a temporary employment service who works overtime while employed in two or more job categories during a pay week shall be paid overtime at the rate of one and a half times his hourly rate in respect of the total number of hours so worked in each category: Provided that a fraction of an hour shall be rounded up or down to the nearest full half-hour.

(5) If a temporary employee of a temporary employment service is required to work on a Sunday or paid holiday he shall be paid at not less than double the hourly rate prescribed for his class for each hour so worked: Provided that he shall be paid for not less than six hours, whether he has worked for six hours or less: Provided further that if a shift worked by such employee falls on a Sunday or a paid holiday and another day, the whole shift shall be deemed to have been worked on the Sunday or paid holiday, as the case may be, unless the greater portion of the shift was worked on the other day, in which case the whole shift shall be deemed to have been worked on such other day.

(6) A temporary employee of a temporary employment service shall accrue a shift if one or more ordinary hours are worked during a day.

(7) (a) The total shifts accrued by a temporary employee of a temporary employment service during a month must be reflected on the monthly return (Annexure D) required to be submitted to the Council by an employer in terms of clause 32.

(b) The category code of each temporary employee of a temporary employment service to be entered in the monthly return (Annexure D) shall be a "T".

(8) An ordinary employee of a temporary employment service shall accrue shifts in accordance with the definition of "shift" in clause 2 and the temporary employment service shall, depending on the Area in which its establishment at which the employee is employed, is located, be required to pay contributions and render monthly

returns (Annexure D) in terms of clauses 19 (1) (c), 21 (1) (c), 22 (1) (c), 30 (4), 31 (1) (a) and 32 (2) hereof and clause 7 (1) of the Provident Fund Agreement.

(9) A temporary employment service and its client shall, in terms of section 198 of the Act, be jointly and severally liable if the temporary employment service contravenes the provisions of this Agreement in respect of any of its employees provided to such client.

(10) A temporary employment service shall comply with the provisions of clause 32 (1) (a) by calculating the amount of 0,4 per cent specified therein of the total actual basic wage earned in any week by its temporary employee. The total actual basic wage earned by such an employee during a month shall be reflected in the wage column of the monthly return (Annexure D) to be submitted to the Council each month in terms of clause 32.

(11) The contract of employment of an employee of a temporary employment service shall be deemed to be weekly, unless the employee is a temporary employee of such temporary employment service, in which case the contract shall be deemed to be daily.

(12) The provisions of clause 7 (2) shall not apply to a temporary employee of a temporary employment service.

(13) The hours of work of a temporary employee of a temporary employment service shall not be required to be consecutive.

(14) *Leave Pay Fund:* A temporary employment service may, in lieu of the contributions due in terms of clause 19 (1) (a), pay to each of its temporary employees an amount calculated using the following formula for every ordinary hour of work in each job category:

$$\frac{25}{100} \times \frac{\text{Total basic wage for week}}{195}$$

(15) *Holiday Pay Bonus Fund:* A temporary employment service may, in lieu of the contributions due in terms of clause 21 (1) (a), pay to each of its temporary employees an amount calculated using the following formula for every ordinary hour of work in each job category:

$$\frac{25}{100} \times \frac{\text{Total basic wage for week}}{195}$$

(16) *Sick Fund:* In the A Area a temporary employment service may, in lieu of the contributions due in terms of clause 22 (1) (a), pay to each of its temporary employees an amount calculated using the following formula for every ordinary hour of work in each job category:

$$\frac{\text{Total basic wage for week}}{45} \times \frac{9}{195}$$

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(17) A temporary employee of a temporary employment service who works in two or more job categories during a pay week shall be paid at not less than the minimum wage prescribed in clause 7 for the hours actually worked in each category.

(18) Provisions regarding the termination of a contract of employment of a temporary employee of a temporary employment service who is provided to a client, shall be contained in the document handed to the employee when he is assigned to the client.

(19) The provisions of clauses 1, 1A, 3, 36, 45 and 47 of this Agreement shall apply to the client of a temporary employment service who falls within the Council's registered scope as if he were an employer.

19. LEAVE PAY FUND

In the A Area -

(1) (a) The Leave Pay Fund established under Government Notice No. R. 41 of 15 January 1971 is hereby continued. Every employer shall pay as contributions to the Leave Pay Fund by not later than the 20th day of each month, in respect of every employee employed by him during the preceding month, for each completed 21-shift cycle worked or accrued, an amount equivalent to 25 per cent of the normal basic weekly wage earned by the employee at the time when the 21st shift was completed or accrued.

(i) A temporary employment service may, in lieu of the contributions due in terms of paragraph (a), pay to each of its temporary employees an amount based on the following formula for every ordinary hour of work in each job category:

$$\frac{25}{100} \times \frac{\text{Total basic wage for week}}{195}$$

(ii) An employer of -

(aa) a part-time employee who works less than 15 hours per week; or

(ab) a relief employee who has been employed for more than 90 days in a 52-week period, shall, in lieu of the contributions due in terms of paragraph (a), pay to such employee an amount based on the formula in subparagraph (i) for every hour, or part thereof, worked.

(iii) An employer of a part-time employee who works an average of 15 or more ordinary hours per week shall, in respect of the contributions due in terms of paragraph (a), base the calculation on the employee's normal basic weekly wage using the following formula:

$$\text{Normal basic weekly wage} = \frac{\text{Total basic weekly wage due for month}}{1} \times \frac{3}{13}$$

(b) Shortfall shifts, being shifts worked in a month amounting to less than 21, or shifts worked or accrued in excess of the 21-shift cycles referred to in paragraph (a) in a month, shall be carried forward to the next succeeding month.

(c) An employer shall effect payment of the contributions due in terms of paragraph (a) at the Head Office of the Council at Fifth Floor, Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg, and shall also submit to the Secretary of the Council at the same address, by not later than the 20th day of the following month, a monthly return with the particulars in the form specified by the Council for this purpose (Annexure D), including each employee's full names, surname, date of birth and identification number.

(d) An employer shall, in respect of an employee who is discharged from or who leaves his employment before such employee has qualified for annual leave in terms of subclause (2) (a) and in respect of whom contributions are due in terms of this clause, complete in triplicate a Pro Rata Accrued Shift Entitlement Advice Voucher in the form specified by the Council for this purpose (Annexure E) and shall retain one copy in his possession, forward one copy within 24 hours of the termination of employment of the employee to the Secretary of the Council, Private Bag X69, Braamfontein, 2017, and hand the remaining copy to the employee.

(e) An employer shall credit an employee who has qualified for annual leave with 15 shifts in respect of the period during which he is on annual leave.

(2) (a) Three consecutive weeks' annual leave shall be granted to all employees who have completed 252 shifts with an employer since the date of their employment, or since the date on which their previous annual leave last fell due, as the case may be, and they shall be credited with 15 shifts in respect of the period during which they are on annual leave.

(b) The period of leave referred to in paragraph (a) shall not be concurrent with any period during which an employee is undergoing military service in terms of the Defence Act, 1957.

(c) No employee shall perform his normal work during his period of annual leave and no employer shall require or permit an employee to work in the Industry during such period of leave.

(d) An employer may set-off against any period of annual leave, any days of paid occasional leave granted to an employee at the employee's request during the year, or annual shift cycle, immediately preceding the date on which such employee becomes entitled to such annual leave: Provided that not more than one week's such occasional leave shall be set-off against annual leave in any one year or annual shift cycle. Payment to an employer in reimbursement of occasional leave granted and paid to an employee shall be made by the Council on production of proof of payment by the employer when an application is received in terms of subclause (8).

(3) Annual leave shall become due immediately after an employee has completed the qualifying number of shifts prescribed in subclause (2) (a), but may be taken earlier or later if -

(i) the exigencies of the employer's business so require; or

(ii) the employer and the employee so agree in writing:

Provided that annual leave shall not be taken more than two months before or after the due date.

- (4) Annual leave shall not run concurrently with any period during which an employee is working notice.
- (5) Employment shall be deemed to include shifts lost while an employee is absent -
- (a) on leave in terms of subclause (2) (a) for a period of up to 15 shifts per year or such entitlement as may be due to him;
 - (b) on instruction or at the request of his employer for a period not exceeding 21 one shifts per year;
 - (c) on family responsibility leave;
 - (d) on study leave; or
 - (e) on sick leave amounting in the aggregate to not more than 24 shifts in any two year cycle, and for the purposes hereof employment shall be deemed to have commenced -
 - (i) in the case of an employee who before the coming into operation of this Agreement became entitled to annual leave in terms of any wage regulating measure, from the date on which he last became entitled to such leave; or
 - (ii) in the case of any other employee, from the date on which he entered his employer's service.
- (6) No deductions from leave pay shall be made as a set-off against moneys owing to an employer by an employee.
- (7) An employer shall record all periods of leave of an employee in his wage or leave register.
- (8) *Annual leave-pay payments:* (a) An employer shall -
- (i) at least 15 days before the completion of an employee's annual leave-qualifying period prescribed in subclause (2) (a), complete in triplicate a Leave Pay Advice Voucher in the form specified by the Council for this purpose (Annexure F) and shall retain one copy in his possession, forward one copy to the Secretary of the Council, Private Bag X69, Braamfontein, 2017, and hand the remaining copy to the employee for claim purposes; and
 - (ii) at least 15 days before the completion of an employee's annual leave-qualifying period prescribed in subclause (2) (a), forward to the Secretary of the Council, Private Bag X69, Braamfontein, 2017, any arrear leave-pay contributions due to the Leave Pay Fund in respect of such employee, up to and including his date of annual leave entitlement.
- (b) The Council shall, subject to the availability of funds to the credit of an employee, on application pay to such employee who has completed the annual leave-qualifying period prescribed in subclause 2 (a), an amount equal to the Leave Pay Fund contributions received by the Fund during the said qualifying period for such employee for his class of work.
- (9) *Accrued or pro rata leave-pay payments:* (a) (i) An employee who is discharged from, or who leaves, his employment in accordance with the provisions of clause 27 before he has qualified for annual leave in terms of subclause 2 (a), shall be entitled to accrued leave pay equivalent to 25 per cent of his actual weekly wage for each

completed 21-shift cycle of employment reckoned from the date of commencing employment with the employer or from the date of his last annual leave.

(ii) Accrued leave pay due to an employee in terms of subparagraph (i) shall not be handed to or accepted by such employee, but shall immediately upon termination of services be remitted to the Secretary of the Council, Private Bag X69, Braamfontein, 2017.

(iii) In the event that an employer, contrary to the provisions of subparagraph (ii) above or subclause (8) (ii), pays accrued leave pay to an employee, this will not absolve him of his obligation to remit the amount to the Council and no set-off will be permitted.

(b) Accrued leave pay remitted to the Council on behalf of an employee in terms of paragraph (a) (ii) shall be paid to him on application upon the expiration of four weeks after being discharged from his employment or after leaving his employment in the Industry, as the case may be.

(c) Accrued leave pay held by the Council on behalf of an employee who is retrenched, or who for health reasons or any other incapacity has become unable to continue his work, shall be paid immediately to the employee and accrued leave pay due in the event of the death of an employee shall be paid immediately to his estate.

(d) Any accrued or pro rata leave pay to be remitted to the Council in terms of paragraph (a) (ii) shall be calculated after the employee has been credited with shifts pro rata to the period of leave he would have been entitled to in terms of subclause (2) (a), according to the following formula:

Number of shifts to be credited = $\frac{X}{12} \times \frac{15}{1}$ where X = the number of completed 21-shift cycles since commencing employment or commencing the last period of leave.

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

(11) *Investment of funds:* Any moneys that belong to the Leave Pay Fund and that are not required for immediate use may be invested by the Council from time to time in terms of section 53 (5) of the Act.

(12) Income earned on invested moneys shall accrue directly to the Council in reimbursement of expenses incurred by the Council on behalf of the Fund.

(13) *Forfeiture of unclaimed Leave Pay Fund contributions:* Five years after the date of receipt thereof, all contributions paid to the Council for an employee in terms of subclause (1) (a) shall, if not claimed or otherwise legally disposed of, be forfeited to the general funds of the Council.

(14) A registered auditor, whose fees shall be determined by the Council, shall be appointed annually by the Council and shall audit the accounts of the Leave Pay Fund at least once a year and prepare a statement showing all moneys received and expenditure incurred under all headings during the 12 months ended 28/29 February of the

preceding year, together with a balance sheet showing the assets and liabilities of the 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 offices of the Council and true copies thereof shall be transmitted to the Registrar of Labour Relations within three months of the close of the period covered thereby.

(15) (a) In the event of the dissolution of the Council, or of its ceasing to function during the currency of this Agreement, the Registrar of Labour Relations may appoint a committee consisting of an equal number of representatives of employers and employees in the Industry for the purpose of administering the Leave Pay Fund.

(b) Any vacancies occurring on the committee may be filled by the Registrar of Labour Relations from among representatives of employers or employees in the Industry, as the case may be. Where the committee is unable or unwilling to discharge its duties, the Registrar may appoint one or more trustees to administer the Fund. The committee, or trustee or trustees so appointed shall have the powers vested in the Council for the purposes of administering the Fund. If there is no Council in existence upon the expiration of this Agreement, the Fund shall continue to be administered by the committee or trustee or trustees functioning at the time and any amount remaining to the credit of the Fund shall be distributed in terms of section 59 (5) of the Act as if it formed part of the general funds of the Council.

(16) In the event of -

(a) the Council's incorrectly paying leave pay to an employee or an employer as a result of the employer's failure to comply with any of the provisions of this Agreement, or an error made by the employer; or

(b) the Council's incorrectly paying leave pay to an employer as a result of an error,
the Council may invoke the provisions of the Exemptions and Dispute Resolution Collective Agreement to recover the amount incorrectly paid. In addition, the employer shall be liable for all costs incurred by the Council in recovering the amount.

20. ANNUAL LEAVE

In the B Area -

(1) Three consecutive weeks' annual leave shall be granted to all employees who have completed 252 shifts with an employer since the date of their employment or from the date on which their previous annual leave fell due, as the case may be: Provided that -

(i) in the case of an employee who works a five-day week such annual leave shall not exceed 15 working days; and

(ii) in the case of an employee who works a six-day week such annual leave shall not exceed 18 working days.

(2) (a) An employer shall pay his employee in respect of the leave prescribed in subclause (1) not less than three times the normal basic weekly wage the employee was receiving immediately prior to the date on which the leave commenced.

(b) An employer of a relief employee who has been employed for more than 90 days in a 52-week period shall, in addition to his wage, pay to such employee an amount calculated using the following formula for every ordinary hour, or part thereof, included in the calculation of his wage:

$$\frac{25}{100} \times \frac{\text{Total basic wage for week}}{195}$$

(c) A temporary employment service may, in lieu of the payment due in terms of paragraph (a), pay to each of its temporary employees an amount based on the following formula for every ordinary hour of work in each job category:

$$\frac{25}{100} \times \frac{\text{Total basic wage for week}}{195}$$

(3) The leave prescribed in subclause (1) shall be granted and be taken at a time to be fixed by the employer: Provided that -

(a) if such leave has to be granted and be taken later, it shall, save as provided in subclause (4), be granted and be taken so as to commence within 17 weeks after completion of the qualifying period of employment to which it relates in terms of subclause (1) or, if the employee has agreed thereto in writing before the expiration of the said period of 17 weeks, from a date not later than 60 days after the expiration of the said period of 17 weeks;

(b) the period of leave shall not be concurrent with any period -

- (i) of sick leave in terms of clause 23;
- (ii) during which the employee is under notice of termination of employment in terms of clause 27; or
- (iii) during which the employee is performing military service;

(c) an employer may set-off against such period of leave all days of occasional leave granted on full pay to his employee at such employee's written request during the period of employment to which the annual leave relates;

(d) when an employer requires his employee to take leave before the expiration of the qualifying period of employment to which it relates in terms of subclause (1), the employer shall grant such employee the full period of leave accruable for such qualifying period of employment and, with due regard to the accrual of any increments in terms of clause 7, shall pay such employee in respect of such leave an amount of not less than that which the employee would have been entitled to at the date on which the leave would normally have accrued: Provided further that if such employee's employment terminates before the expiration of the qualifying period in respect of which the leave was granted in terms hereof, the employer may set-off against any remuneration due to the employee at the termination of his employment the difference between the amount paid to the employee in terms hereof and the amount to which he

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would have been entitled at the termination of his employment in terms of subclause (6) had the leave not been granted to him.

(4) (a) At the written request of his employee an employer may permit the leave to accumulate over a period of not more than two years of employment: Provided that -

(i) the request is made by such employee not later than 17 weeks after the expiration of the first period of 52 weeks of employment to which the leave relates; and

(ii) the date of receipt of the request is endorsed on the request, over his signature, by the employer who shall retain the request for a period of at least three years.

(b) Subclause (3) shall *mutatis mutandis* apply to the leave referred to in this subclause.

(5) Payment in respect of the leave prescribed in subclause (1), read with subclause (4), shall be made not later than the last working day before the date of commencement of the leave or, at the written request of the employee, not later than the first pay day after the expiration of the leave.

(6) An employee whose employment terminates during any period of employment before the period of leave prescribed in subclause (1), read with subclause (4), in respect of such period of employment has accrued shall, upon such termination and in addition to any other payments that may be due to him, be paid in respect of each completed cycle of 21 shifts an amount of not less than one fourth of the weekly wage he was receiving immediately before the date of such termination: Provided that -

(i) an employer may make a proportionate deduction in respect of leave granted to an employee in terms of subclause (3) (c); and

(ii) an employee who leaves his employment without having given and served the period of notice prescribed in clause 27 shall, save as provided in clause 27 (3) (a), be entitled to claim payment in terms of this subclause in respect of only such accrued leave pay as exceeds the amount he forfeits to his employer in lieu of notice in terms of clause 27 (1) or (2), as the case may be, unless the employer has waived such notice or the employee has paid the employer upon or prior to termination of service in lieu of such notice.

(7) For the purposes of this clause the expressions "employment" and "period of employment" shall be deemed to include-

(i) any period in respect of which an employer pays an employee or an employee pays an employer in lieu of notice in terms of clause 27;

(ii) any period amounting in the aggregate in any period of 52 weeks to not more than 17 weeks during which an employee is absent -

(a) on leave in terms of this clause;

(b) on sick leave in terms of clause 23;

- (c) at the instance of his employer;
- (d) with the consent or condonation of his employer;
- (e) on study leave in terms of clause 24;
- (f) on family responsibility leave in terms of clause 25;
- (g) on maternity leave in terms of clause 26; or
- (h) for any other reason that is not in breach of his contract of employment; and

(iii) any period during which an employee is absent from work while on military service: Provided that an employee shall not be entitled to claim as employment in any period of 52 weeks of employment, more than 17 weeks of such military service,

and employment shall be deemed to have commenced -

- (a) in the case of an employee who, before this Agreement became binding, had become entitled to a period of annual leave in terms of any law, on the date on which he last became entitled to leave in terms of that law;
- (b) in the case of an employee who was in employment before this Agreement became binding and to whom any law providing for annual leave applied, but who had not yet become entitled to a period of leave in terms thereof, on the date on which such employment commenced; and
- (c) in the case of any other employee, on the date on which he entered his employer's service, or on the date on which this Agreement became binding, whichever is the later.

(8) (a) Notwithstanding anything to the contrary contained in this clause an employer may, for the purposes of annual leave, at any time, but not more than once in any period of 12 months, close his establishment for 21 consecutive days or suspend an activity for 21 consecutive days and in such case he shall remunerate his employee in terms of subclause (2), or in terms of paragraph (c) hereof, as the case may be.

(b) Whenever a paid holiday falls on a day that would otherwise be a working day for an employee and such paid holiday falls within the closed or suspension period referred to in paragraph (a), another working day shall be added to the said closed or suspension period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added.

(c) An employee who, at the date on which an establishment or activity in which he is employed is closed or suspended, is not entitled to the full period of annual leave prescribed in subclause (1) shall, in respect of any leave due to him, be paid by his employer on the basis set out in subclause (6) and for the purposes of annual leave thereafter his employment shall be deemed to have commenced on the date of such closing of the establishment or such suspension of the activity, as the case may be.

21. HOLIDAY PAY BONUS FUND

(1) (a) The Holiday Pay Bonus Fund established under Government Notice No. R. 41 of 15 January 1971 is hereby continued and for the purposes of this clause "employee" means an employee categorised in clause 7 (1) (a). Every employer shall pay as contributions to the Holiday Pay Bonus Fund by not later than the 20th day of each month, in respect of each employee employed by him during the preceding month who has completed 21 shifts, an amount equal to 25 per cent of the weekly minimum wage prescribed in clause 7 (1) (a) for the class in which such employee is employed, as detailed in the following contribution table:

Grade	Class	Contribution
1	General worker, General worker, repair shop, Packer/loader, grade I, Security guard	R96,00
2	Motorcycle/Motor tricycle driver, Light motor vehicle driver, Checker, grade I, Loader operator, grade II, Mobile hoist operator, grade II, Packer/loader, grade II	R109,10
3	Medium motor vehicle driver, Artisan assistant, Gantry crane operator, grade I, Mobile hoist operator, grade I, Checker, grade II, Loader operator, grade I, Gantry crane operator, grade II, Storeman (workshop), Team leader	R134,50
4	Heavy motor vehicle driver, Extra-heavy motor vehicle driver, Despatch clerk	R149,10
5	Ultra-heavy motor vehicle driver, Semi-skilled artisan, Storeman (warehouse)	R170,50
6	Security officer, grade C	R225,70
	Security officer, grade B	R228,90
	Security officer, grade A	R228,90

Provided that where an employer, prior to the date of coming into operation of this Agreement, has of his own accord paid an annual or holiday bonus to any class of employee specified in the contribution table above, he may reduce such annual or holiday bonus by the equivalent of the sum of the monthly contributions remitted to the Council in terms of this subclause in respect of that class of employee for the corresponding period.

- (i) A temporary employment service may, in lieu of the contributions due in terms of paragraph (a), pay to each of its temporary employees an amount calculated using the following formula for every ordinary hour worked in each job category:

$$\frac{25}{100} \times \frac{\text{Total basic wage for week}}{195}$$

- (ii) An employer of -

(aa) a part-time employee who works less than 15 ordinary hours per week; or

(ab) a relief employee who has been employed for more than 90 days in a 52-week period,

shall, in lieu of the contributions due in terms of paragraph (a), pay to such employee an amount based on the formula in subparagraph (i) for every hour, or part thereof, worked.

- (iii) An employer of a part-time employee who works an average of 15 or more ordinary hours per week shall, in respect of the contributions due in terms of paragraph (a), base the calculation on the employee's normal basic weekly wage using the following formula:

$$\text{Normal basic weekly wage} = \frac{\text{Total basic weekly wage due for month}}{1} \times \frac{3}{13}$$

(b) Shortfall shifts, being shifts in a month amounting to less than 21, or shifts worked or accrued in excess of the 21-shift cycles referred to in paragraph (a) in any month, shall be carried forward to the next succeeding month.

(c) An employer shall effect payment of the amount due in terms of paragraph (a) at the Head Office of the Council at Fifth Floor, Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg, and shall also submit to the Secretary of the Council at the same address, by not later than the 20th day of the following month, a monthly return (Annexure D) with the particulars in the form specified by the Council for this purpose, including each employee's full names, surname, date of birth and identification number.

(d) An employer shall, in respect of an employee who is discharged from or who leaves his employment before such employee has qualified for annual leave in terms of clause 19 (2) (a) or 20 (1), as the case may be, and in respect of whom contributions are due in terms of this clause, complete in triplicate a Pro Rata Accrued Shift Entitlement Advice Voucher in the form specified by the Council for this purpose (Annexure E) and shall retain one copy in his possession, forward one copy within 24 hours of the termination of employment of the employee to the Secretary of the Council, Private Bag X69, Braamfontein, 2017, and hand the remaining copy to the employee.

(e) An employer shall credit an employee who has qualified for annual leave with 15 shifts in respect of the period during which he is on such leave.

(2) An employer shall each year, at least 15 days before the completion of an employee's annual leave-qualifying period prescribed in clause 19 (2) (a) or 20 (1), as the case may be, forward to the Secretary of the Council, Private Bag X69, Braamfontein, 2017, any arrear Holiday Pay Bonus Fund contributions due to the Fund in respect of such employee up to and including his date of annual leave entitlement.

(3) *Holiday Pay Bonus Fund payments:* Holiday pay bonus due to an employee shall be payable to him by the Council when he proceeds on annual leave: Provided that -

(i) he has completed the qualifying leave pay entitlement period prescribed in clause 19 (2) (a) or 20 (1), as the case may be;

(ii) the Council holds Holiday Pay Bonus Fund moneys to his credit; and

(iii) application for payment (Annexure F) is lodged with the Secretary of the Council at least 15 days before his annual leave is due to begin.

(4) *Accrued or pro rata Holiday Pay Bonus Fund payments:* (a) (i) An employee who is discharged from, or who leaves, his employment in accordance with the provisions of clause 27 before he has qualified for annual leave in terms of clause 19 (2) (a) or 20 (1), as the case may be, shall be entitled to accrued holiday pay bonus equivalent to 25 per cent of the weekly minimum wage prescribed for his category for each completed 21-shift cycle of employment reckoned from the date of commencing employment with the employer or from the commencement date of his last annual leave.

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(ii) Any unpaid accrued holiday pay bonus due by an employer for an employee in terms of subparagraph (i) shall not be handed to or accepted by such employee, but shall immediately upon termination of services be remitted to the Secretary of the Council, Private Bag X69, Braamfontein, 2017.

(iii) In the event that an employer, contrary to the provisions of subparagraph (ii) above or subclause (2), pays accrued holiday pay bonus to an employee, this will not absolve him of his obligation to remit the amount to the Council and no set-off will be permitted.

(b) Accrued holiday pay bonus held by the Council, plus payments remitted to the Council on behalf of an employee in terms of paragraph (a) (ii), shall be paid to him on application, upon the expiry of four weeks after being discharged from his employment or after leaving his employment in the Industry, as the case may be.

(c) Accrued holiday pay bonus held by the Council on behalf of an employee who is retrenched, or who for health reasons or any other incapacity has become unable to continue his work, shall be paid immediately to the employee and accrued holiday pay bonus due in the event of the death of an employee shall be paid immediately to his estate.

(d) Any accrued or pro rata holiday pay bonus to be remitted to the Council in terms of paragraph (a) (ii) shall be calculated after the employee has been credited with shifts pro rata to the period of leave he would have been entitled to in terms of clause 19 (2) (a) or 20 (1), as the case may be, according to the following formula:

Number of shifts to be credited = $\frac{X}{12} \times \frac{15}{1}$ where X = the number of completed 21-shift cycles since commencing employment or commencing the last period of leave.

(5) No deductions from holiday pay bonus shall be made as a set-off against any moneys that may be owing to an employer by an employee.

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

(7) *Investment of funds:* Any moneys that belong to the Holiday Pay Bonus Fund and that are not required for immediate use may be invested by the Council from time to time in terms of section 53 (5) of the Act.

(8) Income earned on investment moneys shall accrue directly to the Council in reimbursement of expenses incurred by the Council on behalf of the Fund.

(9) For the purposes of this clause "employment" shall have the same meaning as in clause 19 (5).

(10) The provisions of clause 19 (13) to (15) shall mutatis mutandis apply in respect of the Holiday Pay Bonus Fund.

(11) In the event of –

(a) the Council incorrectly paying a holiday pay bonus to an employee or employer as a result of the employer's failure to comply with any of the provisions of this Agreement, or an error made by the employer; or

(b) the Council incorrectly paying a holiday pay bonus to an employee as a result of an error, the Council may invoke the provisions of the Exemptions and Dispute Resolution Collective Agreement to recover the amount incorrectly paid. In addition, the employer shall be liable for all costs incurred by the Council in recovering the amount.

22. SICK FUND

In the A Area -

(1) (a) The Sick Fund established under Government Notice No. R. 1238 of 12 June 1953 is hereby continued and for the purposes of this clause "employee" means an employee categorised in clause 7 (1) (a). Every employer shall pay as contributions to the Sick Fund by not later than the 20th day of each month, in respect of each employee employed by him who has completed or accrued 21 shifts during the preceding month, an amount calculated as follows, with the normal basic weekly wage being the wage rate earned by the employee at the time the 21st shift was completed or accrued:

$$\text{Number of 21-shift cycles completed during month} \times \frac{\text{Normal weekly basic wage}}{45} \times \frac{2}{1}$$

- (i) A temporary employment service may, in lieu of the contributions due in terms of paragraph (a), pay to each of its temporary employees who is provided to a client an amount based on the following formula for every ordinary hour, or part thereof, worked in each job category:

$$\frac{\text{Total basic wage for week}}{45} \times \frac{2}{195}$$

- (ii) An employer of -

(aa) a part-time employee who works less than 15 hours per week; or

(ab) a relief employee who has been employed for more than 90 days in a 52-week period,

shall, in lieu of the contributions due in terms of paragraph (a), pay to such employee an amount based on the formula in subparagraph (i) for every hour, or part thereof, worked.

- (iii) An employer of a part-time employee who works an average of 15 or more ordinary hours per week shall, in respect of the contributions due in terms of paragraph (a), base the calculation on the employee's normal basic weekly wage using the following formula:

$$\text{Normal basic weekly wage} = \frac{\text{Total basic weekly wage due for month}}{1} \times \frac{3}{13}$$

(b) Shortfall shifts, being shifts worked in a month amounting to less than 21, or shifts worked or accrued in excess of the 21-shift cycle referred to in paragraph (a), in any month shall be carried forward to the next succeeding month.

(c) An employer shall effect payment of the contributions due in terms of paragraph (a) at the Head Office of the Council at Fifth Floor, Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg, and shall also submit to the Secretary of the Council at the same address, by not later than the 20th day of the following month, a monthly return (Annexure D) with the particulars in the form specified by the Council for this purpose, including each employee's full names, surname, date of birth and identification number.

(2) (a) *Sick leave benefit payments:* The Council shall pay out of the Sick Fund to each employee who is absent from work through illness or accident not resulting from his own misconduct or neglect, an amount equal to one contribution received in terms of subclause (1) (a) for every working day of absence on sick leave on a basis of "first contribution in, first contribution out": Provided that -

- (i) the Council holds Sick Fund moneys to his credit;
 - (ii) he produces a medical certificate or any other suitable medical evidence in respect of his absence from work through illness or accident;
 - (iii) he shall only qualify for sick pay after his first 30 days of employment in the Industry with the same employer and thereafter he shall be entitled to sick pay as prescribed in paragraph (a);
 - (iv) no sick pay shall be payable for any absence of less than eight hours' working time on any working day;
 - (v) an employer shall pay to an employee who is absent owing to injury in an accident in the course of his duties for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993, not less than 75 per cent of his normal basic wage for a maximum period of three months and recover such payments from the amounts payable to the employee in terms of the said Act; and
 - (vi) an employee shall be credited with shifts in respect of a period of absence from work through illness on the basis prescribed in clause 19 (5) (e).
- (b) (i) *Sick leave bonus payments:* On completion of 504 shifts after commencing employment, an employee shall be entitled to a sick leave bonus consisting of the sick leave contributions remitted for him in terms of subclause (1) (a) in respect of the first 252 shifts of employment, less any sick leave benefits paid to him during the initial 504 shift period.
- (ii) On completion of a further shift cycle of 252 shifts (third annual shift cycle), an employee shall be entitled to a sick leave bonus consisting of any sick leave contributions remaining from the second annual shift cycle after payment of the first bonus and the benefits in terms of subparagraph (i), less any further sick leave benefits paid to him during the last (third) annual shift cycle.
 - (iii) The next and all subsequent sick leave bonuses shall be calculated and payable on the basis prescribed in subparagraph (ii).

(c) *Accrued or pro rata Sick Fund payments:* (i) (aa) An employee who is discharged from, or who leaves, his employment in accordance with the provisions of clause 27 before he has qualified for annual leave in terms of clause 19 (2) (a), shall be entitled to accrued Sick Fund pay held by the Council, equivalent to 25 per cent of his actual weekly wage for each completed 21-shift cycle of employment reckoned from the date of commencing employment with the employer or from the commencement date of his last annual leave.

(bb) Accrued Sick Fund pay due to an employee in terms of subparagraph (i) (aa) shall not be handed to or accepted by him, but shall immediately upon termination of services be remitted to the Secretary of the Council, Private Bag X69, Braamfontein, 2017.

(ii) Accrued Sick Fund pay remitted to the Council on behalf of an employee in terms of subparagraph (i) (bb) shall be paid to him on application upon the expiry of four weeks after being discharged from his employment or after leaving his employment in the Industry, as the case may be.

(iii) Accrued Sick Fund pay held by the Council on behalf of an employee who is retrenched, or who for health reasons or any other incapacity has become unable to continue his work, shall be paid immediately to the employee and accrued Sick Fund pay due in the event of the death of an employee shall be paid immediately to his estate.

(iv) Any accrued or pro rata Sick Fund pay to be remitted to the Council in terms of subparagraph (i) (bb) shall be calculated after the employee has been credited with shifts pro rata to the period of leave he would have been entitled to in terms of clause 19 (2) (a) according to the following formula:

Number of shifts to be credited = $\frac{X}{12} \times \frac{15}{1}$ where X = the number of completed 21-shift cycles since commencing employment or commencing the last period of leave.

(v) In the event that an employer, contrary to the provisions of subparagraph (ii) above or subclause (1) (a) or (c), pays accrued Sick Fund pay to an employee, this will not absolve him of his obligation to remit the amount to the Council and no set-off will be permitted.

(3) The Council shall, by not later than the 7th day of each month, pay from the Sick Fund contribution credits of an employee who is a member of the Motor Transport Workers' Union (South Africa), the South African Transport Workers' Union or the Professional Transport Workers' Union of South Africa and who has completed 21 shifts during the preceding month, to a registered insurance company nominated by such employee's trade union, an amount agreed upon between such union and such insurance company as the premium payable by such employee in respect of the union's death and burial insurance scheme: Provided that -

(i) if requested by the Secretary of the Council to do so, the trade union shall furnish proof of current membership of any employee who is claimed to be a member of such union; and

(ii) the employer's relevant monthly contribution cheque has been honoured by his bank.

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

(5) *Investment of funds:* Any moneys that belong to the Sick Fund and that are not required for immediate use may be invested by the Council from time to time in terms of section 53 (5) of the Act.

(6) (a) Interest derived from investments in terms of subclause (5) shall be used for -

- (i) the payment of expenses incurred in administering the Sick Fund;
- (ii) the payment of special grants in terms of subclause (12); and
- (iii) the payment of such other additional benefits to employees and/or their dependants as the Council may from time to time decide.

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

(c) Payments in terms of subparagraphs (a) (ii) and (iii) shall be subject to the availability of interest derived in terms of paragraph (a) and moneys forfeited in terms of subclause (11).

(7) A registered auditor, whose fees shall be determined by the Council, shall be appointed annually by the Council and shall audit the accounts of the Sick Fund at least once a year and prepare a statement showing all moneys received and expenditure incurred under all headings during the 12 months ended 28/29 February of the preceding year, together with a balance sheet showing the assets and liabilities of the 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 offices of the Council and true copies thereof shall be transmitted to the Registrar of Labour Relations within three months of the close of the period covered thereby.

(8) (a) In the event of the expiry of this Agreement, or of any extension or renewal thereof, by efflux of time or any other cause and a subsequent Agreement of the Council providing for the continuation of the Sick Fund not being negotiated within a period of 12 months from the date of such expiry, or the Fund not being transferred by the Council within such period to any other fund established for the same purpose as that for which the original Sick Fund was established, the Fund shall be liquidated and shall during such period of 12 months, or until such time as it is so continued by a subsequent Agreement or so transferred to another fund, be administered by the Council.

(b) In the event of the dissolution of the Council, or of its ceasing to function during the currency of this Agreement, the Registrar of Labour Relations may appoint a committee consisting of an equal number of representatives of employers and employees in the Industry for the purposes of administering the Sick Fund. Any vacancies occurring on the committee may be filled by the Registrar from among representatives of employers or employees in the Industry, as the case may be. Where the committee is unable or unwilling to discharge its duties the Registrar may appoint one or more trustees to administer the Fund. The committee, or trustee or trustees, so

appointed shall have the powers vested in the Council for the purposes of administering the Fund. If there is no Council in existence upon the expiry of this Agreement, the Fund shall be liquidated and any moneys remaining to its credit shall be disposed of in accordance with paragraph (c).

(c) Upon liquidation of the Sick Fund in terms of paragraph (a) or (b) 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 on such liquidation the affairs of the Council have already been wound up and its assets distributed, any moneys remaining to the credit of the Fund shall be distributed in terms of section 59 (5) of the Act as if they formed part of the general funds of the Council.

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

(10) For the purposes of this clause "employment" shall have the same meaning as in clause 19 (5) and an employee, other than a relief employee and a temporary employee of a temporary employment service, shall be credited with one shift for each day of absence on sick leave amounting in the aggregate to not more than 24 shifts in a two-year cycle.

(11) *Forfeiture:* Five years after the date of receipt thereof, all moneys paid to the Council as sick leave contributions in terms of this Agreement or any other wage-regulating measure shall, if not claimed or otherwise legally disposed of, be forfeited and used for the purposes specified in subclause (6) (a).

(12) (a) *Mortality and special grants:* In the event of the death or permanent disability of an employee, other than a relief employee or a temporary employee of a temporary employment service for whom no contributions have been paid to the Fund, the Council may, in its sole discretion, on application pay as benefits from the Sick Fund an amount as set out in the Schedule of Grants referred to in paragraph (b) below, or any such lesser amount as the Council may decide, to -

- (i) the dependants of the deceased employee; and/or
- (ii) a trustee or trustees appointed to manage the affairs of the deceased employee's dependants; and/or
- (iii) such heirs of the deceased employee as the Council may consider entitled to receive such benefits; or
- (iv) the disabled employee;

Provided that no benefits shall be paid unless contributions to the Sick Fund in terms of subclause (1) (a) have been paid in respect of the employee for a period of at least 252 shifts.

(b) *Schedule of mortality and special grants:* For each completed year of service during which contributions have been received, up to a maximum of 30 years:

- (i) Drivers and security officers, grade A and grade B: R150,00 per completed contribution service year;
- and
- (ii) all other employees: R100,00 per completed contribution service year.

(c) *Medical expenses grants*: In addition to the grants provided for in paragraph (a) the Council may, in its sole discretion, in circumstances of extended illness or hardship, on application approve the payment of -

(i) between 50 per cent and 100 per cent of the medical expenses incurred during the period of six months immediately preceding the death or permanent disability of an employee: Provided that no such payment shall exceed the relative service period grant prescribed in paragraph (b) and that it shall be assessed on medical expenditure documentation; or

(ii) up to an equivalent of 50 per cent of an employee's Sick Fund contributions for a 252-shift cycle period by way of assisting him to defray non-refundable medical expenses incurred during absences through illness exceeding 24 shifts: Provided that the employee has completed at least three years' service in the Industry and has substantiated his application with medical expenditure documentation.

(d) Payments in terms of this subclause shall be spread over such period as the Council in its sole discretion may decide and shall be subject to the availability of funds obtained in terms of subclauses (6) (a) and (11).

(13) In the event that -

(a) the Council incorrectly pays a sick leave bonus or benefit to an employee or employer as a result of the employer's failure to comply with any of the provisions of this Agreement, or an error made by the employer; or

(b) the Council incorrectly pays a sick leave bonus or benefit to an employee as a result of an error, the Council may invoke the provisions of the Exemptions and Dispute Resolution Collective Agreement to recover the amount incorrectly paid. In addition, the employer shall be liable for all costs incurred by the Council in recovering the amount.

23. SICK LEAVE

In the B Area -

(1) (i) In this subclause "sick-leave cycle" means the period of 36 months of employment with the same employer immediately following -

(a) an employee's commencement of employment; or

(b) the completion of such employee's previous sick-leave cycle.

(ii) During every sick-leave cycle, an employee shall be entitled to an amount of paid sick leave equal to the number of days he would normally work during a period of six weeks.

(iii) Notwithstanding paragraph (ii), during the first six months of employment, an employee shall be entitled to one day's paid sick leave for every 26 days worked.

(iv) During an employee's first sick-leave cycle, an employer may reduce the employee's entitlement to sick leave in terms of paragraph (ii) by the number of days' sick leave taken in terms of paragraph (iii).

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(v) Subject to subclause (2), an employer shall pay an employee for a day's sick leave –

- (a) the wage the employee would ordinarily have received for work on that day; and
- (b) on the employee's usual pay day.

(2) *Proof of incapacity:* (i) An employer shall not be required to pay an employee in terms of subclause (1) if such employee has been absent from work for more than two consecutive days or on more than two occasions during an eight-week period and, at the request of the employer, does not produce a medical certificate stating that he was unable to work for the duration of his absence on account of sickness or injury.

(ii) The medical certificate shall be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.

(iii) If it is not reasonably practicable for an employee who lives on the employer's premises to obtain a medical certificate, the employer may not withhold payment in terms of paragraph (i) unless he provides suitable assistance to the employee to obtain the certificate.

(3) *Application to occupational accidents or diseases:* Subject to subclause (4), subclauses (1) and (2) shall not apply to an inability to work caused by an accident or occupational disease as defined in the Compensation for Occupational Injuries and Diseases Act, 1993, except in respect of any period during which no compensation is payable in terms of that Act.

(4) An employer shall pay to an employee who is absent owing to an injury sustained in an accident in the course of his duties for which compensation is due under the Compensation for Occupational Injuries and Diseases Act, 1993, 75 per cent of his normal basic wage for a maximum period of three months and recover such payments from the amounts payable to the employee in terms of that Act.

24. STUDY LEAVE

(1) An employer shall grant his employee, other than a relief employee and a temporary employee of a temporary employment service, paid study leave of not less than two shifts per subject up to a maximum of four subjects per year, subject to the following conditions:

- (a) The course shall be approved by the employer;
- (b) the course shall be accredited by the Transport Education and Training Authority;
- (c) such study leave granted shall include the day on which the examination is written; and
- (d) the employee shall achieve a pass in the examination.

(2) The employer shall provisionally grant the study leave, credit the employee with one shift for each day of such leave and pay him his normal wage for the two days on the first pay day following the examination.

(3) On receipt of the examination results the employee shall immediately furnish the employer with a copy thereof.

(4) In the event of an employee's failing an examination, the employer shall be entitled to recover the provisional payment made in terms of subclause (2) from his wage and deduct shifts credited in terms of the said subclause.

25. FAMILY RESPONSIBILITY LEAVE

(1) An employer shall grant his employee, including a part-time employee, up to a maximum of five shifts' leave per year on full pay for the following occurrences:

- (a) Death of an immediate family member;
- (b) serious illness of an immediate family member; or
- (c) the birth of a child where the employee is the biological father.

(2) The employee shall provide satisfactory proof of each occurrence in the form of a death, medical or birth certificate to his employer.

(3) In the event of an employer's failing to accept proof of an occurrence, the employee may, on good cause shown, appeal to the Council which shall, after due consideration of all the facts relating to such failure, either uphold or reverse the employer's decision.

(4) An employee shall be credited with one shift for each day's leave granted in terms of subclause (1).

26. MATERNITY LEAVE

(1) In the A Area -

(i) The Council shall, in the case of a pregnant employee, immediately on application approve payment to her of the equivalent of 55 per cent of her actual basic wage for an 84-shift cycle period as a maternity leave grant: Provided that -

- (a) she has completed at least two years' service with her employer;
- (b) her application is accompanied by a certificate from her employer stating her actual basic wage;
- (c) her application is accompanied by medical proof of pregnancy dated not earlier than eight weeks before the expected date of her confinement; and
- (d) contributions to the Sick Fund have been paid by her employer in terms of clause 22 (1) (a) for at least two years.

(ii) An employer shall grant a pregnant employee at least seventeen weeks' maternity leave, commencing not earlier than eight weeks before the expected date of her confinement. An employee shall, at least four weeks before she intends commencing maternity leave, notify her employer in writing of the dates on which she intends commencing such leave and returning to work thereafter and her employer shall re-employ her in the same capacity and on the same terms and conditions upon her return to work on the latter date.

(iii) In the event of the employee's being unable to resume work on the date referred to in paragraph (i) (c) for bona fide medical reasons, the following conditions shall apply:

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- (a) Re-employment as prescribed in paragraph (ii) shall be guaranteed only if the employee is able to resume work on or before the expiry of a further period of 30 days;
- (b) the sick leave provisions contained in clause 23 shall apply during the 30-day period prescribed in subparagraph (a); and
- (c) the employee shall furnish a medical certificate confirming the need for further leave of absence to her employer.

(2) In the B Area -

(i) An employer shall grant a pregnant employee at least 17 weeks' maternity leave, subject to the following conditions:

- (a) During the period of maternity leave the employee shall be entitled to 33 per cent of her normal basic wage and this amount shall be paid by the employer weekly on the usual pay day: Provided that the employee shall have completed at least two years' unbroken service with the employer as a class of employee specified in clause 7 (1);
- (b) medical proof of pregnancy shall be furnished to the employer at least 12 weeks prior to the expected date of birth; and
- (c) the maternity leave shall commence at least four weeks prior to the expected date of birth and the employee shall notify her employer in writing of the dates on which she intends to commence such leave and to resume work thereafter.

(ii) The employer shall re-employ the employee in the same capacity and on the same terms and conditions if she resumes work on the date referred to in paragraph (i) (c).

(iii) In the event of the employee's being unable to resume work on the date referred to in paragraph (i) (c) for bona fide medical reasons, the following conditions shall apply:

- (a) Re-employment as prescribed in paragraph (ii) shall be guaranteed only if the employee is able to resume work on or before the expiry of a further period of 30 days;
- (b) the sick-leave provisions contained in clause 23 shall apply during the 30-day period prescribed in subparagraph (a); and
- (c) the employee shall furnish a medical certificate confirming the need for further leave of absence to her employer.

27. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or an employee, other than a relief employee or a temporary employee of a temporary employment service, may terminate the contract of employment only on notice of not less than -

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- (a) one week, if the employee has been employed for 26 weeks or less, or by paying or forfeiting in lieu thereof an amount equal to one week's wages;
 - (b) two weeks, if the employee has been employed for more than 26 weeks but not more than 52 weeks, or by paying or forfeiting in lieu thereof an amount equal to two weeks' wages;
 - (c) four weeks, if the employee has been employed for more than 52 weeks, or by paying or forfeiting in lieu thereof an amount equal to four weeks' wages.
- (2) Notice of termination of contract of employment shall be in writing in the form of Annexure H.
- (3) Nothing contained in subclauses (1) and (2) shall affect -
- (a) the right of an employer or an employee to terminate the contract of employment without notice for any cause recognised by law as sufficient; or
 - (b) any agreement between an employer and an employee that provides for a period of notice of equal duration on both sides of longer than one week, two weeks or four weeks, 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.
- (4) Provisions regarding the termination of a contract of employment of a temporary employee of a temporary employment service who is provided to a client, shall be contained in the document handed to the employee when he is assigned to the client.
- (5) An employer shall, upon termination of any contract of employment, furnish the employee with a form in the form of Annexure E duly completed.

28. CERTIFICATE OF SERVICE

- (1) Except where an employee deserts, or is a relief employee or a temporary employee of a temporary employment service, the employer shall, upon termination of any contract of employment, furnish the employee with a Certificate of Service in the form of Annexure B.
- (2) A copy of the Certificate of Service shall be forwarded by the employer to the Council by not later than the 20th day of the month following the termination of the employee's contract of employment.

29. SEVERANCE PAY

- (1) An employer shall pay an employee who is dismissed for reasons based on the employer's operational requirements, severance pay calculated in accordance with section 41 (2) of the Basic Conditions of Employment Act, 1997.
- (2) For the purposes of calculating an employee's severance pay, remuneration in terms of section 35 (5) of the Basic Conditions of Employment Act, 1997 -
- (a) includes the cash value of any payment in kind that forms part of the employee's remuneration, unless he

receives such payment in kind as severance pay; but

(b) excludes -

(i) gratuities;

(ii) allowances paid to the employee for the purpose of enabling him to work; and

(iii) discretionary payments not related to the employee's hours of work or work performance.

(3) If an employee's remuneration is calculated, either wholly or in part, on a basis other than that of time worked, or if an employee's remuneration fluctuates significantly from time to time, any payment due to such employee in terms of this clause shall be calculated by reference to his remuneration during the 13-week period preceding the date of his dismissal or if he has been in employment for a shorter period, during such shorter period.

(4) If overtime earned during the 13-week or shorter period preceding the date of an employee's dismissal is included in the calculation of his remuneration for the purposes of this clause, such overtime shall be limited to a maximum of ten hours per week.

30. AGENCY SHOP AGREEMENT

(1) Subject to the provisions of this clause a fee, to be known as an agency shop fee, shall be deducted by an employer from the wages of all permanent employees who are not members of any registered trade union and are employed -

(a) in the Industry;

(b) in an establishment in which one or more party unions represent a majority of the employees covered by this Agreement;

(c) in a job category covered by this Agreement.

(2) The agency shop fee shall be equivalent to the current membership subscription fee as determined by the party unions from time to time in terms of their constitutions. Where two or more party unions jointly have a majority of employees as members, the agency shop fee shall be equivalent to the current membership subscription fee set by the party union with the highest subscription at the establishment and in such case the apportionment of the agency shop fee between the party unions shall be proportionate to their membership.

(3) Subject to the provisions of clause 6, deductions in respect of agency shop fees shall be implemented by an employer in terms of subclause (1) on receipt of written notification from the Secretary of the council detailing a party union's majority representation of employees. A copy of the notification shall be forwarded to the union.

(4) An employer shall effect payment of the amount due in terms of subclause (1) at the Head Office of the Council at Fifth Floor, Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg and shall also submit to the Secretary of the Council at the same address, by not later than the 20th day of each month, a monthly return (Annexure D) with the particulars in the form specified by the Council for this purpose, including each employee's

full names, surname, date of birth and identification number.

(5) The Secretary of the Council shall deposit all monies received in terms of subclause (4) in a bank account administered by the Council.

(6) Party unions will notify the Secretary of the Council of any change in membership subscription fees and furnish the Secretary with a copy of the letter forwarded to the Minister of Labour advising such change.

(7) The Secretary of the Council shall, within seven days of receipt of the notification, advise all affected employers and employees in writing of the change by means of a letter to employers and a general notice to employees, to be placed on staff notice boards.

(8) A change in the agency shop fee shall be implemented by the employer in the pay period following receipt of the notification from the Secretary of the Council and shall not be retrospective.

(9) The agency shop fee shall be deducted by an employer for as long as the party union or unions represent a majority of the employees covered by this Agreement as members in good standing. For the purposes of this Agreement "good standing" means as defined in the constitution of the union or a member being not more than 13 weeks in arrear with the payment of membership subscriptions.

(10) An employer who requires verification of party union membership prior to the implementation of agency shop fees shall notify the Secretary of the Council at Private Bag X69, Braamfontein, 2017, thereof.

(11) On receipt of the notification referred to in subclause (10) the Secretary of the Council shall cause a membership verification to be conducted, unless by mutual agreement the employer and the party union agree to another third party conducting the verification exercise. Verification shall be based on, but not limited to, a verification of stop orders.

(12) Following completion of the membership verification where necessary, the Secretary of the Council shall, within seven days, notify both the employer and the union or unions in writing of the outcome thereof, which shall be binding on both parties.

(13) In the event of the membership verification establishing that the union or unions have majority representation as specified in subclause (1) (a) to (c), the employer shall implement the agency shop fee deductions with effect from the pay period following receipt of the letter of outcome from the Secretary of the Council.

(14) Should the employer at any time have reason to believe that membership of the party union or unions has fallen below the specified majority, he shall notify the union or unions and the Secretary of the Council in writing by registered post, telefax or hand delivery, of his intention to cease deductions. The union or unions will have sixty days from the date of receipt of the notification, unless a longer period is agreed upon between the parties, to either rectify the lack of majority, or dispute the employer's claim, by requesting the Secretary of the Council to conduct a membership verification in terms of subclauses (11) and (12).

(15) During the period of membership verification conducted by the Secretary of the Council in terms of subclause (14), the employer shall continue to deduct agency shop fees and may cease deductions only on receipt of the letter of outcome from the Secretary of the Council confirming a lack of majority representation by the party union or unions.

(16) The Secretary of the Council shall, not later than the 10th day of each month, transmit to the trade unions the total agency shop fees received by the Council during the preceding month and each union shall, on receipt thereof, deposit such amounts in a separate account administered by such union.

(17) Employees who are not members of a representative trade union are not compelled to become members of any such union.

(18) No agency shop fee deducted may be –

- (a) paid to a political party as an affiliation fee;
- (b) contributed in cash or kind to a political party or a person standing for election to any political office; or
- (c) used for expenditure that does not advance or protect the socio-economic interests of employees.

31. TRADE UNION AND EMPLOYERS' ORGANISATION SUBSCRIPTIONS

(1) *Trade union subscriptions:* (a) Every employer shall each week deduct from the wages of his employees who are members of a trade union that is a party to this Agreement, the current union subscriptions referred to in paragraph (b) and payable by such employees to such union and shall transmit the total amount so deducted, together with a monthly return (Annexure D) in the form specified by the Council for this purpose, to the Secretary of the Council, Private Bag X69, Braamfontein, 2017, by not later than the 20th day of each month following that to which it relates.

(b) The trade union subscriptions to be deducted from the wages of employees in terms of paragraph (a) shall be approved by the Registrar of Labour Relations and be circulated from time to time to all employers by the Secretary of the Council.

(2) The Secretary of the Council shall, by not later than the 10th day of each month, transmit to the trade unions the total union subscriptions received by the Council in terms of subclause (1) (a) during the preceding month.

(3) *Employers' organisation subscriptions:* Subscriptions due to the employers' organisation, as approved by the Registrar of Labour Relations, shall be transmitted to the Secretary of the Council at the address referred to in subclause (1) (a) by not later than the date referred to in that subclause and the Secretary shall, by not later than the 10th day of each month, transmit such subscriptions received during the preceding month to the employers' organisation.

32. EXPENSES OF THE COUNCIL

(1) The expenses of the Council shall be defrayed from moneys obtained in the following manner:

(a) An amount equivalent to 0,4 per cent per week of an employee's normal basic weekly wage shall be deducted by an employer from the wage of every employee, including a part-time employee, a relief employee and a

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temporary employee of a temporary employment service, in his or its employ who works one or more days in a week. To the amount so deducted the employer shall add a like amount and pay the total by not later than the 20th day of each month following that to which it relates, at the Head Office of the Council at Fifth Floor, Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg.

(b) For the purposes of calculating the amount to be deducted in terms of paragraph (a) in respect of a relief employee or a temporary employee of a temporary employment service, the wage of such employee on which the calculation will be based shall be the total basic wage earned during the week, including the additional premium of 10 per cent in the case of a relief employee.

(c) The total basic weekly wages earned by employees referred to in paragraph (b) during a month shall be reflected in the wage column of the monthly return (Annexure D) to be submitted to the Council in terms of subclause (2).

(d) The wage on which the deduction in terms of paragraph (a) for a part-time employee is to be based, shall be calculated in accordance with the formula in clause 11 (5) and be reflected in the wage column of the monthly return (Annexure D).

(e) An owner-driver shall pay 32c per week in respect of himself as owner and driver in the manner referred to in paragraph (a).

(2) An employer shall, when remitting the amount payable in terms of subclause (1), also submit to the Secretary of the Council a separate monthly return (Annexure D), for each of his establishments, with the particulars in the form specified by the Council for this purpose, including each employee's full names, surname, date of birth and identification number. Part-time employees and relief employees shall be identified as such on the Annexure by inserting a "P" or an "R", respectively, before the job category in the "Category" column. In the event of an employer rendering a computer generated monthly return, the format thereof shall comply with Annexure D, failing which the Secretary of the Council is authorised to reject the form at his discretion.

(3) Temporary employees of a temporary employment service shall be identified by inserting a "T" in the "Category" column of the monthly return (Annexure D).

33. PROFESSIONAL DRIVING PERMIT

(1) A driver shall be responsible for ensuring that his Professional Driving Permit is valid at all times.

(2) An employer shall refund a driver the prescribed fees for the renewal of his Professional Driving Permit and the costs of a medical certificate and fingerprinting, if officially required, on the driver's furnishing a receipt as proof of payment thereof.

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(3) In the event of a driver's terminating his employment of his own accord within six months of the date of renewal of his Professional Driving Permit, the employer shall be entitled to recover a pro rata amount of the fee refunded in terms of subclause (2) by means of a deduction from such driver's wage.

34. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall supply free of charge any uniform, overall, gumboots, cap or other protective clothing that he is required by any law to provide to his employee or that his employee is required by any law to wear.

(2) An employer to whom subclause (1) does not apply but who nevertheless, explicitly or implicitly, requires his employee to wear any such protective clothing, shall supply it free of charge.

(3) Any such protective clothing that has been provided to an employee free of charge shall remain the property of the employer.

35. DISHONOURED CHEQUES

(1) Whenever an employer pays any amount that is due to the Council in terms of this Agreement in any manner other than in cash and such payment is dishonoured for any reason whatsoever, the Council may impose a penalty equal to 1,5 per cent of such amount on such employer. Any penalty due to the Council in terms of this subclause shall be payable on demand.

(2) Notwithstanding subclause (1), in the event that an employer's banker dishonours a cheque drawn by such employer in favour of the Council for any payment due in terms of this Agreement, the Secretary of the Council may rule that all future such payments to the Council by such employer be effected in cash or by means of a bank-guaranteed cheque, postal orders or electronic fund transfer.

36. ENFORCEMENT / LEGAL COSTS

Whenever it becomes necessary or expedient for the Council to institute proceedings in any competent forum for the recovery of any amount of money deducted by an employer from any moneys due to an employee, but not paid over to the Council, or money due to be deducted and paid over to the Council by an employer, including in both instances money which an employer is required to pay on behalf of his employees, then and in such event the employer shall be liable for all costs incurred by the Council in recovery of the amount due, including costs on attorney and client scale in the event of a legal practitioner having being instructed by the Council to collect the amount.

37. INTEREST

Whenever any amount payable to the Council in terms of this Agreement is not paid on the due date, interest shall be payable on such amount or on any lesser amount as may be unpaid, calculated from the due date to the final date of payment at the rate of two per cent per 30-day period.

38. SUBCONTRACTING

(1) In the event that an employer contemplates engaging the services of a subcontractor that may result in -

- (a) reduction in employment; or
- (b) a material change in the terms and conditions of employment of employees,

the following procedure shall be adopted:

- (i) The employer shall give the trade union or unions representing affected employees, or the affected employees themselves in the case of non-unionised employees, at least four weeks' written notice of his intention; and
- (ii) a meeting between the parties shall be convened by mutual agreement within seven days of the date of receipt of the notice referred to in subparagraph (i) by the trade union or unions or employees, at which meeting the parties shall enter into consultations regarding the need and motivation for the contemplated subcontract.

(2) An employer who subcontracts work falling within the Council's registered scope shall be jointly and severally liable, together with the subcontractor, for the subcontractor's compliance with the provisions of this Agreement.

39. PROHIBITION OF EMPLOYMENT

An employer shall not -

- (i) employ any person under the age of 15 years; or
- (ii) require or permit any female employee to work during the period commencing -
 - (a) eight weeks in the A Area; and
 - (b) four weeks in the B Area,

prior to the expected date of her confinement and ending 17 weeks after commencement of her maternity leave.

40. EMPLOYMENT OF ILLEGAL IMMIGRANTS

An employer shall not knowingly employ a person who is an illegal immigrant.

41. EMPLOYEE REPRESENTATIVES ON THE COUNCIL

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

42. TIME AND WAGE REGISTERS

(1) Every employer shall keep available at his establishment for inspection at all times an up-to-date register containing the information prescribed in section 31 (1), (2) and (3) of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997), and regulations made thereunder, of the earnings paid to and the time worked by each of his employees. All entries in such register shall be in ink and be non-erasable.

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(2) Every employer shall retain the completed register referred to in subclause (1) for a period of three years after the date of the last entry therein.

(3) Every employer shall on commencement of employment of every employee enter in the register referred to in subclause (1) -

- (a) the full first names, surname and identification number of the employee;
- (b) his class of work; and
- (c) the date of commencement of his employment.

43. DAILY LOGBOOK

(1) An employer shall furnish every driver who is away from his place of residence and his employer's establishment on a journey extending over the compulsory rest interval of nine consecutive hours prescribed in clause

5 (3) (i) with a daily logbook which meets the following specifications:

- (a) The logsheets must be in duplicate folios and be serialised;
- (b) the Council's name, street address and postal address and the telephone number of the Council's nearest office to the employer's establishment where the employee is employed must appear on the driver's copy of the logsheet;
- (c) the name of the employer or owner driver must appear on each logsheet;
- (d) the following must be recorded on each logsheet -
 - (i) the date;
 - (ii) the name of the driver;
 - (iii) the name of any general worker, security officer or other employee accompanying the vehicle;
 - (iv) the signatures of the driver and the employer or the employer's authorised representative;
 - (v) the registration number of the vehicle and of any trailer;
 - (vi) the odometer readings at the commencement and end of the shift;
 - (vii) the shift commencement and finishing times;
 - (viii) the commencement and finishing times of all meal intervals;
 - (ix) the commencement and finishing times of all rest intervals;
 - (x) the number of ordinary hours worked;
 - (xi) the number of overtime hours worked; and
 - (xii) the number of hours worked on Sundays and public holidays; and
- (e) provision must be made for the driver to record general remarks relating to his duties and any vehicle or trailer defects.

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(2) A driver shall, in respect of each day's work, record the details required in terms of subclause (1) in his logbook and shall at the end of each day's work, or as soon as possible thereafter, deliver the original logsheet to his employer and retain a copy thereof as his record. A driver shall not record details in his logbook that are false and an employer shall not require or permit a driver to enter details in his logbook that are false.

(3) In the event of a driver's doing local deliveries and not being away from his place of residence and his employer's establishment on a journey extending over the compulsory rest interval referred to in subclause (1), the employer may utilise an attendance register instead of the daily logbook prescribed in the said subclause.

44. EXHIBITION OF AGREEMENT AND NOTICES

(1) An employer shall keep available on the premises at which his motor vehicles are normally parked and at the usual place for the payment of wages, readily accessible to his employees, a legible copy of this Agreement in at least two official languages.

(2) An employer shall, at his establishment, keep affixed in a conspicuous place readily accessible to his employees a notice specifying the day of the week, or, subject to the provisions of clause 6 (1) (i), the day of the month, and the time and place at which wages will usually be paid. If wages are paid at more than one place, such notice shall contain particulars of each such place.

45. AGENTS TO THE COUNCIL

(1) One or more persons shall be appointed by the Council as agents to assist it in enforcing the provisions of its Collective Agreements.

(2) The Council may request the Minister of Labour to appoint any person to be a designated agent of the Council in terms of section 33 of the Act.

(3) A designated agent shall have all the powers conferred on a commissioner by Schedule 10 of the Act.

46. EXEMPTIONS BY THE COUNCIL

(1) Applications by non-parties for exemption from any or all of the provisions of this Agreement shall comply with the requirements prescribed in the Council's Exemptions and Dispute Resolution Collective Agreement published under Government Notice No. R. 919 of 24 July 1998, as amended and extended from time to time.

(2) The Independent Body established by the Council in terms of section 32 of the Act shall consider appeals against the refusal by the Council's Exemption Body to grant exemptions.

47. RESOLUTION OF DISPUTES

Disputes about the interpretation, application or enforcement of this Agreement shall be resolved in accordance with the procedure prescribed in the Council's Exemptions and Dispute Resolution Collective Agreement published under Government Notice No. R. 919 of 24 July 1998, as amended and extended from time to time.

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48. ANNUAL WAGE NEGOTIATIONS

The Council shall annually negotiate substantive issues, excluding definitions and procedural issues, affecting all employees and endeavour to have amendments to this Agreement arising from such negotiations promulgated by not later than 1 March of each succeeding year. In the event of agreement between the parties to the Council not having been reached by 30 November of any year after three consecutive meetings, either party may invoke the dispute procedure prescribed in the Constitution of the Council.

49. BARGAINING UNIT

The inclusion of any other category of employee in the Council bargaining unit shall be subject to the following procedure:

(1) The Electoral Institute of South Africa, or any other organisation agreed upon by the parties to the Council, shall be requested by the Council to establish the exact number of trade union members in the additional categories, with reference to each category and trade union, in an independent and impartial manner by a process agreed to with the parties; and

(2) if it is established as a consequence of the procedure in subclause (1) that the trade union parties to the Council collectively have at least 50 per cent plus one membership in any such category, that category shall be added to the bargaining unit for future bargaining purposes.

50. LEVELS OF BARGAINING IN THE INDUSTRY

(1) The forum for the negotiation and conclusion of substantive agreements on wages, benefits and other conditions of employment between employers and employers' organisations on the one hand and trade unions on the other hand, shall be the Council.

(2) Non-substantive conditions of employment, operational procedures, bonuses or incentive schemes that are directly related to profit or productivity, or both, shall not be negotiated at the Council, but at such other level as the parties to such negotiations may agree.

(3) No trade union or employers' organisation shall attempt to induce or compel, or be induced or compelled by, any natural or juristic person or organisation, by any form of strike or lockout, to negotiate the issues referred to in subclause (1) above at any level other than the Council.

(4) Any collective procedural agreement between an employer who is a member of the employers' organisation and a party trade union which contains provisions which are inconsistent with this Agreement, shall be regarded by such parties as amended to accommodate the provisions of subclauses (1), (2) and (3) above and shall not be binding to the extent that such provisions of such procedural agreement are inconsistent with the said subclauses.

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51. RETRENCHMENT PROCEDURE

- (1) The retrenchment procedures prescribed in the Act shall apply to any retrenchment of employees contemplated by an employer.
- (2) A retrenched employee shall be provided with a Certificate of Service in the form of Annexure B and a letter confirming that he has been retrenched (dismissal based on operational requirements).
- (3) The employer shall, within 72 hours of an employee's being selected for and notified in writing of his retrenchment, notify the Council of the retrenchment by completing the Retrenchment Advice (Annexure G) specified for this purpose and forwarding it to the Secretary of the Council, Private Bag X69, Braamfontein, 2017.

52. PAYMENT OF CONTRIBUTIONS

To protect and/or preserve the benefits of employees who are or should be members of the Council's Provident Fund, the Secretary of the Council may, in his sole discretion, reallocate any contributions made by an employer to the Council in terms of clauses 19, 21, 22 and 32 of this Agreement to any shortfall in contributions due by such employer and employees in terms of clause 7 of the Provident Fund Agreement and the Council shall be deemed not to hold sufficient money for payment of leave pay, holiday pay bonuses or sick pay that may become payable in terms of the relevant clauses of this Agreement.

53. DEDUCTIONS

- (1) Except where otherwise provided in this Agreement, no employee may agree to any deductions from his wages in respect of loss or damage suffered by his employer, unless -
 - (i) the loss or damage occurred in the course of employment and was due to the fault of the employee;
 - (ii) such deductions amount to less than R1 000,00; and
 - (iii) the agreement to the deductions is embodied in a document signed in the presence of a fellow employee of the employee's choice.
- (2) (a) If an employee does not agree to such a deduction, or in the case of any deduction exceeding R1 000,00, the employer shall not make the deduction unless the employer has found the employee liable for such loss or damage after a fair inquiry at which a fair procedure was followed and the employee has been given a reasonable opportunity to show why the deduction should not be made.
 - (b) The total amount of any deductions shall not exceed the actual amount of the loss or damage and no deduction shall be made if it would result in an employer's being reimbursed twice for the same loss or damage.
 - (c) The total deduction in terms of this subclause from an employee's remuneration shall not exceed one quarter of his remuneration in money.
 - (d) In any period of 52 weeks, deductions for loss or damage may not exceed 20 per cent of the annual wage of an employee.

(3) In respect of any other debt, an employer may not make any deductions from an employee's remuneration unless –

- (i) the deduction is required or permitted in terms of any law, collective agreement, court order or arbitration award;
- (ii) the employee agrees in writing to the deduction in respect of a debt specified in such agreement; or
- (iii) an agreement in respect of any goods purchased by the employee specifies the nature and quantity of such goods.

(4) An employer who deducts an amount from an employee's remuneration in terms of subclause (1) or (3) for payment to another person shall pay the amount to such other person in accordance with the time period and other requirements specified in the agreement, law, collective agreement, court order or arbitration award.

(5) An employer may not require or permit an employee to –

- (i) repay any remuneration, except for overpayments previously made by the employer resulting from an error in calculating the employee's remuneration; or
- (ii) acknowledge receipt of a greater amount than the remuneration actually received.

(6) Except where otherwise provided in this Agreement, whenever an employee is absent from work other than at the instance of his employer, his employer may make a deduction proportionate to the period of his absence and calculated on the basis of his wage in respect of his ordinary hours of work at the time of such absence.

(7) Subject to the consent of the Council, an employer may deduct an amount advanced to an employee on his remuneration and the cost of protective clothing or tools or equipment issued to him free of charge that he fails to return to his employer when requested to do so: Provided that the Council, when considering any claim for loss by an employer, shall consider tools and equipment to be only those items specifically issued to a driver which should remain in his possession at all times and any other usual equipment carried on a vehicle in cases where it is fixed to or locked in the vehicle.

(8) An employee who feels aggrieved by any deduction from his remuneration in terms of this clause may, on good cause shown, appeal to the Council which shall, after due consideration of all the facts relating to such deduction, either uphold or deny such appeal.

54. MONTHLY RETURNS

(1) Every employer shall comply with the provisions of clauses 19, 21, 22, 30 and 32 by completing and submitting, each and every month, the monthly return in the form of Annexure D and paying to the Council the total amount due for such return by the due date.

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(2) An employer shall only be deemed to have complied with the provisions of subclause (1) on receipt by the Council at Fifth Floor, Road Freight House, 31 De Korte Street, Braamfontein, Johannesburg, of the said Annexure and payment by the due date.

(3) Subject to the prior written consent of the Secretary of the Council, an employer may reproduce his own monthly return which must conform in all respects with Annexure D.

(4) In the event of an employer's submitting a monthly return which -

- (a) does not conform in all respects with Annexure D;
- (b) is not sufficiently legible in the opinion of the Secretary of the Council;
- (c) does not correctly reflect the full particulars of the employer and his employees as required therein;
- (d) does not correctly reflect or explain, where required, all other data required therein;
- (e) reflects one or more incorrect contributions due in terms of the provisions referred to in subclause (1);
- (f) does not crosscast; or
- (g) does not tally with the accompanying cheque or any other remittance received by the Council in respect of the return,

the Secretary of the Council, or an official designated by him, may return to the employer the monthly return and accompanying payment and the employer shall be deemed not to have complied with the provisions of the relevant clause or clauses referred to in subclause (1). The loss of time caused by so returning the monthly return and payment to the employer and by the resubmission thereof to the Council, shall be deemed to be the fault of the employer.

Signed at Johannesburg for and on behalf of the parties to the Council on this day of 200.

Chairman of the Council

Vice-Chairman of the Council

Secretary of the Council

LEVY NO.:
MAGISTERIAL NO.:
PROVINCE:

E.46
Ver. 09/02

ANNEXURE/AANHANGSEL A.1

STATEMENT RE REGISTRATION WITH THE NATIONAL BARGAINING COUNCIL FOR THE
ROAD FREIGHT INDUSTRY
VERKLARING I.S. REGISTRASIE BY DIE NASIONALE BEDINGINGSRAAD VIR DIE
PADVRAGNYWERHEID
Private Bag/Privaatsak X69, BRAAMFONTEIN, 2017

Trade Name/Handelsnaam:
Name of Company/Close Corporation/Trust:
Naam van Maatskappy/Beslote Korporasie/Trust:
Company Registration No./Firma Registrasie Nr.: Fax No./Faks Nr.: (.....)
E-Mail/E-Pos: Tel. No./Tel. Nr.: (.....)
Postal Address/Posadres: Code/Kode:
Physical Address of Establishment:
Fisiese Adres van Bedryfsinrigting:
Magisterial District/Landdrosdistrik: Province/Provinsie:

Full name(s) of owner/partner/trustees/directors/members Volle naam(name) van eienaar/vennote/trustees/ direkteure/lede	Residential address / Woonadres
1. I.D.No./Nr.:	Tel.No./Tel.Nr.(H).....
2. I.D.No./Nr.:	Tel.No./Tel.Nr.(H).....
3. I.D.No./Nr.:	Tel.No./Tel.Nr.(H).....
4. I.D.No./Nr.:	Tel.No./Tel.Nr.(H).....
5. I.D.No./Nr.:	Tel.No./Tel.Nr.(H).....

Particulars of own Pension/Provident Fund (if applicable) / Besonderhede van eie Pensioen/Voorsorgfonds (indien van toepassing)

Name of Fund/Naam van Fonds:
Date of Inception/Datum Begin: Registration No. of Fund/Registrasie Nr. van Fonds:
S.A.R.S. Registration No. of Fund/Suid-Afrikaanse Inkomstediens Registrasie Nr.:
Waiting Period if any before Employees may join the Fund:
Wag periode indien enige voordat Werknemers mag aansluit by die Fonds:
Contribution Rate Employer/Bydrae skaal Werkgewers ☐ % / Contribution Rate Employees/Bydrae skaal Werknemers ☐ %

Registration No. of vehicles used Registrasie Nr. van voertuie wat gebruik word (Trucks/Trokke)	Gross vehicle mass Bruto voertuigmassa	Driver's Name Bestuurder se naam
.....		
.....		
.....		
.....		

Please turn over/Blaai asb. om

ANNEXURE A.2

Certificate of Registration

ISSUED BY THE

**National Bargaining Council for the Road
Freight Industry**

Reg. No.

This is to Certify

THAT the undermentioned Person/Firm is duly registered as an Employer with the National Bargaining Council
for the Road Freight Industry in the Magisterial District of.....

Trading in the Name of.....

Name of Company/Close Corporation/Firm.....

Full Name/s of Proprietor, partners, Directors or Members:

1.....

2.....

3.....

4.....

Date of Commencement of Business.....

Business Address.....

.....

.....

ISSUED under my hand at JOHANNESBURG this.....day of.....20.....

.....SECRETARY

31 De Korte Street
Braamfontein
JOHANNESBURG

NOTE:

(This certificate merely confirms that the
holder is registered with the Council
as an Employer and does not indicate any
degree of Competency or Capability.)

N.B.: In the event of sequestration, winding up, abandonment of business, transfer, commencement of additional
business or change in the type of business, address, ownership or management, such change must be
notified to the Council within 30 days, in writing.

WHEN AN EMPLOYER CEASES TRANSPORT OPERATIONS, THIS CERTIFICATE MUST
BE RETURNED TO THE COUNCIL, PRIVATE BAG X69, BRAAMFONTEIN, 2017.
TEL. (011) 403-9990. FAX (011) 339-1380 / (011) 403-1726.

AANHANGSEL A.2

Registrasiesertifikaat

UITGEREIK DEUR DIE

Nasionale Bedingingsraad vir die Padvragnywerheid

Reg. Nr.

Hiermee word Gesertifiseer

DAT ondervermelde Persoon/Firma behoorlik geregistreer is as 'n werkgewer by die Nasionale Bedingingsraad vir die Padvragnywerheid in die Magistraatdistrik

Bedryfsnaam

Maatskappynaam/Beslote Korporasie/Firma.....

Volle Naam/Name van Eienaar, Vennote of Direkteure of Lede:

1.....

2.....

3.....

4.....

Aanvangsdatum van Besigheid.....

Besigheidsadres.....

.....

.....

UITGEREIK onder my hand te JOHANNESBURG hierdiedag van.....20.....

De Kortestraat 31
Braamfontein
JOHANNESBURG

.....SEKRETARIS

LET WEL:

(Hierdie sertifikaat bevestig slegs dat die houer as 'n Werkgewer by die Raad geregistreer is, maar dien nie as bewys van bevoegdheid of bekwaamheid nie.)

N.B.: In die geval van sekwestrasie, likwidasie, oorgawe van besigheid, oordrag, aanvang van addisionele besigheid of verandering in die tipe besigheid of van adres, eiendomsreg of bestuur, moet die Raad binne 30 dae van so 'n verandering, skriftelik, in kennis gestel word.

**WANNEER BEDRYWIGHEDE AS WERKGEWER GESTAAK WORD, MOET HIERDIE SERTIFIKAAT AAN
DIE RAAD TERUGBESORG WORD, PRIVAATSAK X69, BRAAMFONTEIN, 2017.**

TEL. (011) 403-9990. FAKS (011) 339-1380 / (011) 403-1726.

ANNEXURE/AANHANGSEL B**NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY
NASIONALE BEDINGINGSRAAD VIR DIE PADVRAGNYWERHEID**

Private Bag/Privaatsak X69
Braamfontein, 2017
Tel. (011) 403-9990
e-mail/e-pos: nbcroadfreight@mweb.co.za

Fifth Floor/Vyfde Verdieping
31 De Korte Street/straat 31
Braamfontein,
Johannesburg, 2001

CERTIFICATE OF SERVICE - DIENSSERTIFIKAAT

Date
Datum.....

Employer's Name
Naam van Werkgewer.....

Business Name
Naam van Besigheid

Business Address
Adres van Besigheid.....

..... Telephone No./Telefoonnommer.....

Driver's Name
Bestuurder se Naam.....

Driver's Address
Bestuurder se Adres.....

Identity No./Ref.No.
Identiteitsnommer/Verw.Nr.....

U.I.F.Serial No.
W.V.F.- volgnommer.....

Date Service Commenced
Datum van Diensaanvaarding.....

Date Service Terminated
Datum van Diensbeëindiging.....

Weekly Wage Paid.
Weeklikse Lone Betaal.....

Leave Pay paid on termination
Verlofbesoldiging betaal met diensbeëindiging.....

* Reasons for Termination of Service
* Rede vir Diensbeëindiging.....

Previous Employer
Vorige Werkgewer.....

.....
Employer's Signature/Handtekening van Werkgewer

* Insert numerals only of relevant heading, viz. 1. Resignation. 2. Reduction of staff. 3. Other.
* Skryf slegs nommer van toepaslike opskrif in, nl. 1. Bedanking. 2. Vermindering van personeel (aflegging). 3. Ander.

**NASIONALE BEDINGINGSRAAD VIR DIE PADVRAGNYWERHEID
NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY**

Vyde Verdieping, De Kortestraat 31, Braamfontein, 2001.
Fifth Floor, 31 De Korte Street, Braamfontein, 2001.
Tel. (011) 403-9990 – e-mail/e-pos: nbcrtf@pixie.co.za.

Werkgewer
Employer

Adres
Address

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

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

AANHANGSEL • ANNEXURE C

NAAM VAN WERKNEMER	.....	
EMPLOYEE'S NAME	.....	
Beroep/Occupation	 Week eindigende/Week ending.....	
Loon (insluitende verlofbesoldiging, vakansiebesoldiging en Siektefonds)	.....	Ure/Hours R.....
Wages (inclusive of leave pay, holiday pay, and Sick Fund)	.....	Ure/Hours R.....
Oortydwerk/Overtime	.....	Ure/Hours R.....
Sondae en vakansietyd/Sunday and holiday time	.....	Ure/Hours R.....
Verblyfstoelae/Subsistence	.....	Ure/Hours R.....
Bonus	.....	Ure/Hours R.....
TOTALE BEDRAG VERSKULDIG	.....	
TOTAL AMOUNT DUE	.....	R.....
MIN AFTREKKINGS/LESS DEDUCTIONS:		
L.B.S./P.A.Y.E.	.....	R.....
Werkloosheidversekering	.....	
Unemployment Insurance	.....	R.....
Nywerheidsraadheffing	.....	
Industrial Council Levy	.....	R.....
Dryweropleidingsheffing	.....	
Driver/Training Levy	.....	R.....
Vakbondgelde/Trade Union dues	.....	R.....
Versekering/Insurance	.....	R.....
Kos en inwoning/Board and lodging	.....	R.....
Verlofsoldy/Leave pay	.....	R.....
Vakansiesoldy/Holiday pay	.....	R.....
Siektefonds/Sick Fund	.....	R.....
Pensioen/Pension	.....	R.....
Personeelvoorskotte/Staff advance	.....	R.....
TOTALE AFTREKKINGS	.....	
TOTAL DEDUCTIONS	.....	R.....
BEDRAG INGESLUIT (Kontant)	.....	R.....
AMOUNT ENCLOSED (Cash)	.....	R.....

JOB CATEGORY TABLE / WERKERS KLASSIFIKASIE TABEL

CODE/KODE

1	General Worker	Algemene Werker
42	General Worker – Repair Shop	Algemene Werker – Herstelwinkel
2	Checker Grade 1	Nasiener Graad 1
47	Checker Grade 2	Nasiener Graad 2
3	Packer / Loader Grade 1	Pakker / Laaier Graad 1
46	Packer / Loader Grade 2	Pakker / Laaier Graad 2
5	Motor Cycle / Motor Tricycle Driver	Drywer van 'n Motorfiets / Driewiel
6	Light Motor Vehicle Driver	Drywer van 'n Ligte Motorvoertuig
7	Medium Motor Vehicle Driver (Articulated)	Drywer van 'n Medium Motorvoertuig (Gelede)
8	Medium Motor Vehicle Driver (Rigid)	Drywer van 'n Medium Motorvoertuig (Nie-gelede)
9	Driver of Internal Motor Vehicle	Drywer van 'n Interne Motorvoertuig
10	Heavy Motor Vehicle Driver (Articulated)	Drywer van 'n Swaar Motorvoertuig (Gelede)
11	Heavy Motor Vehicle Driver (Rigid)	Drywer van 'n Swaar Motorvoertuig (Nie-gelede)
12	Extra-heavy Motor Vehicle Driver (Articulated)	Drywer van 'n Ekstra-swaar Motorvoertuig (Gelede)
13	Extra-heavy Motor Vehicle Driver (Rigid)	Drywer van 'n Ekstra-swaar Motorvoertuig (Nie-gelede)
14	Ultra-heavy Motor Vehicle Driver	Drywer van 'n Ultra-swaar Motorvoertuig
15	Team Leader	Span Leier
44	Artisan Assistant	Ambagsman Assistent
45	Semi-Skilled Artisan	Halfgeskoolde Ambagsman
18	Despatch Clerk	Versendingsklerk
19	Gantry Crane Operator Grade 1	Bediener van 'n Oorhoofse Hyskraan Graad 1
20	Gantry Crane Operator Grade 2	Bediener van 'n Oorhoofse Hyskraan Graad 2
21	Loader Operator Grade 1	Bediener van 'n Laaigraaf Graad 1
22	Loader Operator Grade 2	Bediener van 'n Laaigraaf Graad 2
23	Mobile Hoist Operator or Forklift Operator Grade 1	Bediener van 'n Mobiele Hystoestel Graad 1
24	Mobile Hoist Operator or Forklift Operator Grade 2	Bediener van 'n Mobiele Hystoestel Graad 2
49	Storeman (Warehouse)	Magasynman (Pakhuis)
26	Storeman (Workshop)	Magasynman (Werkswinkel)
27	Security Guard	Veiligheidswag
28	Other	Ander
31	Clerk	Klerk
33	Tea Lady	Tea Dame
39	Security Officer Grade A	Veiligheidsbeampte Graad A
40	Security Officer Grade B	Veiligheidsbeampte Graad B
41	Security Officer Grade C	Veiligheidsbeampte Graad C

If employee is a relief employee, part-time employee or temporary employee of a temporary employment service, prefix category code with "R", "P" or "T".

Indien die werknemer 'n aflos-of tydelike werknemer is, of 'n tydelike werknemer van 'n tydelike werkgever diens is, klas werker kode met "R", "P" of "T".

ANNEXURE/AANHANGSEL E
NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY
NASIONALE BEDINGINGSRAAD VIR DIE PADVRAGNYWERHEID

B.7

5th Floor/5de Vloer,
 31 De Korte Str.,
 Braamfontein, Johannesburg
 E-mail/E-pos: nbcroadfreight@mweb.co.za
 Website/Webwerf: www.wizweb.co.za

PRO RATA ACCRUED SHIFT ENTITLEMENT ADVICE VOUCHER

Private Bag/Privaatsak X69

Braamfontein

2017

Tel.: (011) 403-9990

BEWYS VIR PRO RATA OPGELOPE SKOFTE

1. For Council records Vir Raad se rekords	☐ or/of Employee's payment voucher ☐ Werknemer se betalingsbewysstuk	Mark appropriate block "x" Merk toepaslike blok "x"
---	---	--

2. Full names of employee

Volle name van werknemer.....

3. Identity No.

Identiteitsnommer.....

4. Computer No.

Rekenaar Nr.

5. Clock No.

Firma werknemer Nr.

6. Occupation

Beroep.....

7. Address to which cheque payment must be forwarded (if not deposited)

Adres waarheen tjek gestuur moet word (indien nie gedeponeer).....

Accrued shifts Opgelepe skofte

8. No. of shifts carried forward from previous leave period
Getal skofte oorgedra van vorige verloftydperk9. No. of pro rata leave period shifts accrued from commencement date, or previous leave
($\frac{X}{12} \times \frac{15}{1}$) where X = No. of 21 shift cycles completed.

Aantal pro rata verlof periode skofte opgelepe sedert datum van indiensname, of vorige verlofdatum
 ($\frac{X}{12} \times \frac{15}{1}$) waar X = Aantal 21 skof siklusse voltooi.

10. No. of shifts worked and to be credited since closing date of previous monthly return

Getal skofte gewerk en wat gekrediteer moet word sedert sluitings datum van vorige maandelikse opgawe

Total shifts accrued since commencing service or previous annual leave
 Totale skofte opgelepe sedert indiensname of vorige jaarlikse verlof

11. Service Period/Dienstertyd: From/Van..... to/tot.....

12. I/We certify that the abovementioned details are true and correct.

Ek/Ons sertifiseer dat bogenoemde inligting waar is en korrek weergegee is.

Date/Datum.....

Place/Plek.....

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

If to be paid directly into bank/savings account in employee's own name, please supply details:

Indien direk in betaal moet word in bank spaar rekening in werknemer se eie naam, verskaf asseblief besonderhede:

Bank Name/Bank Naam

Type of Account

Current

Lopend

1

Savings

Spaar

2

Transmission

Transmissie

3

Branch Name/Tak Naam.....

Branch No./Tak Nr. Account No./Rekening Nr.

N.B.L.W.

1. Monies held by Council, to the credit of this employee are to be collected personally by the employee and are payable 4 weeks after termination of services.

Gelde in besit van die Raad vir uitbetaling aan die werknemer is betaalbaar 4 weke na beëindiging van diens en sal direk aan die werknemer oorbetal word.

Yes/Ja No/Nee

2. Please indicate if termination of service is due to retrenchment.

Dui asseblief aan of diensbeëindiging die gevolg van vermindering van personeel is.

3. Please note a Company stamp must appear on all applications.

L.W. 'n Maatskappy stempel moet op alle aansoeke verskyn.

A. Post original together with any outstanding leave pay and holiday pay bonus contributions to the Council.

Pos oorspronklike aan die Raad tesame met alle uitstaande bydraes vir verlofsoldy en vakansiesoldybonus.

B. Employer retains one copy for records.

Werkgewer behou een afskrif vir rekords.

C. Hand one copy to employee

Gee een afskrif aan werknemer.

N.B. If the employee has no bank or savings account, unless collected personally, the cheque issued will be crossed with a "Not Negotiable" crossing and no liability will be accepted by Council if the cheque does not reach the employee due to being lost or stolen after despatch.

L.W. Indien die werknemer oor geen bank of spaarrekening beskik nie en die tjek nie persoonlik afgehaal word nie sal dit gekruis word as "Nie Oordraagbaar" en die Raad sal nie aanspreeklikheid aanvaar indien die tjek nie die werknemer bereik as gevolg daarvan dat die tjek verlore geraak, of gesteel word nadat dit afgestuur was nie.

ANNEXURE/AANHANGSEL F
NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY
NASIONALE BEDINGINGSRAAD VIR DIE PADVRAGNYWERHEID

AAC
VER. 9/02

5th Floor/5de Vloer,
31 De Korte Str.,
Braamfontein, Johannesburg
E-mail/E-pos: nbcroadfreight@mweb.co.za
Website/Webwerf: www.wizweb.co.za

ANNUAL PAYMENT VOUCHER
JAARLIKSE BETALINGS BEWYS

Private Bag/Privaatsak X69
Braamfontein
2017
Tel.: (011) 403-9990

1. For Council records Vir Raad se rekords ☐	or/of Employee's payment voucher Werknemer se betalingsbewysstuk ☐	Mark appropriate block "x" Merk toepaslike blok "x"
--	--	--

2. Full names of employee
Volle name van werknemer

3. Identity No.
Identiteitsnommer

4. Computer No.
Rekenaar Nr.

5. Clock No.
Firma verwysings Nr.

6. Occupation
Beroep

7. Address to which cheque payment must be forwarded (if not deposited)
Adres waarheen tjek betaling gestuur moet word (indien nie gedeponeer)

	Accrued shifts Opgeloope skofte
8. Credit shifts carried forward from previous leave period Krediteer skofte oorgedra van vorige jaar se verloftydperk	
Credit shifts worked with present employer during current leave year including 15 shifts for previous period of leave Krediteer skofte gewerk by huidige werkgever gedurende huidige verlofjaar insluitende 15 skofte van vorige tydperk van verlof	
9. State month during which leave is usually due/or will be due Meld maand wat verlof gewoonlik geneem word/of geneem gaan word	Total shifts accrued Totale skofte opgeloope

10. I/We certify that the abovementioned employee is still in my/our service and qualifies for annual leave which has been granted for the period/ to
Ek/Ons sertifiseer dat bogenoemde werknemer wat nog in my/ons diens is, kwalifiseer vir jaarlikse verlof wat toegestaan is vir die tydperk tot
Note: Credit employee with 15 shifts for period whilst on leave
L.W.: Krediteer werknemer met 15 skofte vir tydperk terwyl met verlof

11. Employer/Company stamp of employer
Naam /Maatskappy stempel van werkgever

12. Signature of employer or duly authorised representative
Handtekening van werkgever of behoorlik gemagtigde verteenwoordiger

13. Address/Adres

14. Date/Datum

If to be paid directly into bank/savings account in employees own name, please supply details:
 Betaling direk gemaak word in bank/ spaar rekening in werknemer se eie naam, verskaf asseblief besonderhede:

Bank Name/Bank Naam			
Type of Account Tipe Rekening	Current Lopende ☐	Savings Spaar ☐	Transmission Transmissie ☐
Branch Name/Tak Naam			
Branch No./Tak Nr.		Account No./Rekening Nr.	

- A. Post original together with any outstanding leave pay, holiday pay bonus and sick fund contributions to the Council.
Pos oorspronklike aan die Raad tesame met alle uitstaande bydraes vir verlofsoldy, vakansiesoldybonus en siektefonds.
- B. Employer retains one copy for records.
Werkgever behou een afskrif vir rekords.
- C. Hand one copy to employee
Gee een afskrif aan werknemer.
- D. Please note that a company stamp must appear on all applications.
L.W. 'n Maatskappy stempel moet op alle aansoeke verskyn.
- N.B. If the employee has no bank or savings account, unless collected personally, the cheque issued will be crossed with a "Not Negotiable" crossing and no liability will be accepted by Council if the cheque does not reach the employee due to being lost or stolen after despatch.
- L.W. Indien die werknemer oor geen bank of spaarrekening beskik nie en die tjek nie persoonlik afgehaal word nie sal dit gekruis word as "Nie Oordraagbaar" en die Raad sal nie aanspreeklikheid aanvaar indien die tjek nie die werknemer bereik as gevolg daarvan dat die tjek verlore geraak, of gesteel word nadat dit afgestuur was nie.

ANNEXURE "G" / BYLAE "G"

R.1
Ver. 11/02**RETRENCHMENT ADVICE**
PERSONEEL VERMINDERINGS KENNISGEWING**PERSONAL PARTICULARS**
PERSOONLIKE BESONDERHEDESURNAME:
VAN:
FIRST NAMES:
VOORNAME: IDENTITY NO.:
IDENTITEITSNR.: DATE OF BIRTH:
DATUM VAN GEBOORTE: SEX: ☐ M ☐ F/V MARITAL STATUS: ☐ SINGLE ☐ MARRIED ☐ DIVORCE ☐ WIDOW/ER
GESLAG: ☐ ONGETROUD ☐ GETROUD ☐ GESKEI ☐ WEDUWEE/WEWENAARNUMBER OF DEPENDANTS: NATIONALITY:
AANTAL AFHANKLIKES: NASIONALITEIT: HOME LANGUAGE:
HUISTAAL: OTHER LANGUAGES:
ANDER TALE HOME ADDRESS:
HUIS ADRES:
 KODE / CODE: POSTAL ADDRESS:
POSADRES:
 KODE / CODE: TELEPHONE NO.'s.: ()
TELEFOON NR.'s.: () DRIVERS LICENCE: CODE:
BESTUURDERSLISENSIE: KODE: PROFESSIONAL DRIVERS: PERMIT NO.:
PROFESIONELE BESTUURS: PERMIT NR.: **EDUCATION**
OPLEIDING**SCHOOL**
SKOOLHIGHEST STANDARD PASSED:
HOOGSTE STANDERD GESLAAG: LAST SCHOOL: YEAR:
LAASTE SKOOL: JAAR: SUBJECTS:
VAKKE:

-2-

TERTIARY
GEVORDERDE

1. INSTITUTION/INRIGTING:
COURSES-YEAR/KURSUSSE-JAAR:
SUBJECTS/VAKKE:

2. INSTITUTION/INRIGTING:
COURSES-YEAR/KURSUSSE-JAAR:
SUBJECTS/VAKKE:

3. OTHER COURSES:
ANDER KURSUSSE:

EMPLOYMENT HISTORY
WERKSGESKIEDENIS

1. COMPANY/FIRMA:
PERIOD/PERIODE:
POSITION/POS:

2. COMPANY/FIRMA:
PERIOD/PERIODE:
POSITION/POS:

3. COMPANY/FIRMA:
PERIOD/PERIODE:
POSITION/POS:

4. COMPANY/FIRMA:
PERIOD/PERIODE:
POSITION/POS:

5. COMPANY/FIRMA:
PERIOD/PERIODE:
POSITION/POS:

6. COMPANY/FIRMA:
PERIOD/PERIODE:
POSITION/POS:

7. COMPANY/FIRMA:
PERIOD/PERIODE:
POSITION/POS:

ANNEXURE/AANHANGSEL H
NATIONAL BARGAINING COUNCIL FOR THE ROAD FREIGHT INDUSTRY
NASIONALE BEDINGINGSRAAD VIR DIE PADVRAGNYWERHEID

Private Bag/Privaatsak X69, Braamfontein. 2017. Tel. (011) 403-9990.
e-mail/e-pos: nbcroadfreight@mweb.co.za

NOTICE OF TERMINATION OF EMPLOYMENT
[In terms of clause 27 of the Agreement]
KENNIS VAN BEËINDIGING VAN DIENSKONTRAK
[Ooreenkomstig klousule 27]

Employer/Werkgewer.....

Address/Adres.....

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

Date/Datum.....

Signature/Handtekening

Full names of employee Identity No.
Volle name van werknemer..... Identiteitsnommer.....

.....
Signature of recipient/Handtekening van ontvanger

Original to be forwarded to the Secretary of the National Bargaining Council, Private Bag X69, Braamfontein.
2017, within 24 hours. Duplicate to be kept by employer.

Oorspronklike moet binne 24 uur aan die Sekretaris van die Nasionale Bedingingsraad, Privaatsak X69,
Braamfontein. 2017, gestuur word. Duplikaat moet deur die werkgewer behou word.

BYLAE
NASIONALE BEDINGINGSRAAD VIR DIE PADVRAGNYWERHEID
OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1995, gesluit deur en aangegaan tussen die

Road Freight Employers' Association

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

Africa Miners' and Allied Workers' Union

Motor Transport Workers' Union (South Africa)

Professional Transport Workers' Union of South Africa

South African Transport and Allied Workers' Union

South African Transport Workers' Union

en

Transport and Allied Workers' Union

(hierna die "werknemers" of die "vakbonde" genoem), aan die ander kant, wat die partye is by die Nasionale Bedingingsraad vir die Padvragnywerheid.

1. TOEPASSINGSBESTEK

(1) Die bepalings van hierdie Ooreenkoms moet in die Padvragnywerheid nagekom word -

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakbonde is en wat onderskeidelik daarin betrokke en werksaam is;
- (b) in die A-Gebied, wat bestaan uit die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan [uitgesonderd daardie gedeeltes van die landdrosdistrikte Boksburg en Brakpan wat voor die publikasie van Goewermentskennisgewing No. R. 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het en uitgesonderd daardie gedeeltes van die landdrosdistrik Brakpan wat voor 1 April 1966 en 1 Julie 1972 (Goewermentskennisgewings Nos. R. 498 en R. 871 van onderskeidelik 1 April 1966 en 26 Mei 1972) binne die landdrosdistrik Nigel geval het], Delmas, Germiston, Johannesburg, Kempton Park [uitgesonderd daardie gedeeltes wat voor 29 Maart 1956 en 1 November 1970 (Goewermentskennisgewings Nos. R. 556 en R. 1618 van onderskeidelik 29 Maart 1956 en 2 Oktober 1970) binne die landdrosdistrik Pretoria geval het], Krugersdorp [met inbegrip van daardie Gedeeltes van die landdrosdistrikte Koster en Brits wat voor onderskeidelik 26 Julie 1963 en 1 Junie 1972 (Goewermentskennisgewings Nos. R. 1105 en R. 872 van onderskeidelik 26 Julie 1963 en 26 Mei 1972) binne die landdrosdistrik Krugersdorp geval het], Oberholzer (uitgesonderd daardie gedeelte van

2

die landdrosdistrik Oberholzer wat voor die publikasie van Goewermentskennisgewing No. R. 1745 van 1 September 1978 binne die landdrosdistrik Potchefstroom geval het), Randburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. R. 2152 van 22 November 1974 binne die landdrosdistrik Pretoria geval het), Randfontein (met inbegrip van daardie gedeelte van die landdrosdistrik Koster wat voor die publikasie van Goewermentskennisgewing No. R. 1105 van 26 Julie 1963 binne die landdrosdistrik Randfontein geval het, maar uitgesonderd die plase Moadowns 1, Holfontein 17, Leeuwpans 18, Ireton 19, Pahtiki 20, Bospan 21 en Rietfontein 48), Roodepoort, Springs, Vanderbijlpark, Vereeniging en Westonaria; en

(c) in die B-Gebied, wat bestaan uit die res van die Republiek van Suid-Afrika, uitgesonderd die landdrosdistrikte in paragraaf (b) vermeld.

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

(3) Ondanks die bepalings van subklousule (2), is hierdie Ooreenkoms nie van toepassing nie op 'n eienaar-drywer, soos omskryf, wat slegs een motorvoertuig besit en wat die permanente drywer is van sodanige voertuig, of op die werknemers in sy diens, behalwe vir sover klousules 3 en 5 (4) van toepassing is.

(4) (a) Die bepalings van klousules 1 (1) (a) en 1A van hierdie Ooreenkoms is nie van toepassing op werkgevers en werknemers wat nie lede is van onderskeidelik die werkgeversorganisasie en die vakbonde wat hierdie Ooreenkoms aangegaan het nie, tensy die Minister van Arbeid die Ooreenkoms ingevolge artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, op sodanige werkgevers en werknemers bindend verklaar het; en

(b) die bepalings van klousules 31, 41, 45 (1), 49 en 50 (3) van hierdie Ooreenkoms is nie van toepassing op werkgevers en werknemers wat nie lede is van onderskeidelik die werkgeversorganisasie en die vakbonde wat hierdie Ooreenkoms aangegaan het nie.

1A. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel 32 van die Wet op Arbeidsverhoudinge, 1995, vasstel en bly van krag tot 29 Februarie 2004.

2. WOORDOMSKRYWINGS

(1) Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in hierdie Ooreenkoms gebesig word en in die Wet op Arbeidsverhoudinge, 1995, omskryf word, dieselfde betekenis as in daardie Wet, sluit enige verwysing na die enkelvoud die meervoud in en andersom, sluit enige verwysing na enige geslag die teenoorgestelde geslag in, sluit enige verwysing na 'n Wet enige wysiging van sodanige Wet in en voorts, tensy uit

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die samehang anders blyk, beteken -

“Wet” die Wet op Arbeidsverhoudinge, 1995 (Wet No. 66 van 1995);

“ambagsman-assistant” ‘n werknemer wat ‘n ambagsman bystaan deur basiese take te verrig soos kappe te verwyder, motors uitmekaar te haal en herstelwerk aan basiese toerusting onder toesig te verrig en wat beperkte gereedskap en handtoerusting gebruik en hulp verleen met die skoonmaak van die werkplek en werkwinkel;

“gemiddelde werkure” gemiddelde werkure soos in klousule 5 (6) bedoel;

“nasiener graad I” ‘n werknemer wat die inmeekaarsit, verpakking, uitpak, weeg, opstapel, laai, aflaai, merk of adresseer van goedere of houters nagaan en wat besonderhede van sodanige goedere of houters met die hand volgens ‘n skriftelike of elektroniese opgawe nagaan, opskryf of aanteken;

“nasiener graad II” ‘n werknemer wat die inmeekaarsit, verpakking, uitpak, weeg, opstapel, laai, aflaai, merk of adresseer van goedere of houters nagaan en wat besonderhede van sodanige goedere of houters met die hand volgens ‘n skriftelike of elektroniese opgawe nagaan, opskryf of aanteken en wat toesig oor en die werk van ‘n algemene werker hou en dit nagaan;

“saamgeperste werkswaek” ‘n kompakte werkswaek soos in klousule 5 (5) bedoel;

“Raad” die Nasionale Bedingingsraad vir die Padvragwyerheid;

“dag” vir die doeleindes van die berekening van ‘n nagskoftoelae, ‘n tydperk van 24 uur van middernag tot middernag, en in die geval van ‘n gewone werksdag of van ‘n werknemer wat skofte werk, beteken dit ‘n tydperk van 24 uur gereken vanaf die werk aanvangstyd;

“versendingsklerk” ‘n werknemer wat -

- (a) verantwoordelik is vir die ontvangs, verpakking of versending van goedere of houters vanaf ‘n magasyn, pakhuis of opslagplek;
- (b) toesig oor die werk van ‘n nasiener graad I of II of ‘n algemene werker kan hou en dit kan nagaan; en
- (c) inligting en data wat per hand bygehou is, of elektronies op ‘n rekenaar vasgelê is, gebruik;

“drywer” ‘n werknemer wat ‘n motorvoertuig dryf, en vir die doeleindes van hierdie omskrywing omvat die uitdrukking “motorvoertuig dryf” alle tydperke wat hy dryf, alle tydperke waartydens hy verplig is om op sy pos te bly in gereedheid om te dryf en enige tyd wat hy bestee in verband met die voertuig of die vrag;

“nooddiens” enige werk wat weens onvoorsiene omstandighede soos brand, storm, ongeluk, gewelddaad of diefstal sonder versuim gedoen moet word en omvat dit werk wat vir die instandhouding van lig-,

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krag- of watertoevoere of sanitêre- en telefoondienste noodsaaklik is en die vervoer van masjinerie of enige ander ding om enige ernstige ontwrigting in enige onderneming, nywerheid, bedryf of beroep te voorkom, inbegrepe vervoer vir die SA Polisie diens of vir die doeleindes van nasionale verdediging en voltooiing van die op pad vervoer en aflaai van bederfbare produkte om bederwing te voorkom;

“werkgever” enige persoon hoegenaamd wat enige ander persoon in diens neem of werk aan enige ander persoon verskaf en wat sodanige ander persoon besoldig of uitdruklik of stilswyend onderneem om hom te besoldig en wat, onderhewig aan artikel 3 van die Wet, enige ander persoon toelaat om hom op enige wyse met die bedryf of voortsetting van sy besigheid of onderneming by te staan en het “indiensneming” ‘n ooreenstemmende betekenis;

“diens” diens soos in klousule 20 (7) bedoel;

“bedryfsinrigting” enige perseel waarin of in verband waarmee een of meer werknemers werksaam is in die Padvragnywerheid;

“ekstra swaar motorvoertuig (gelede)” ‘n motorvoertuig (gelede) waarvan die bruto kombinasie-massa 16 000 kg oorskry maar nie 25 000 kg nie;

“ekstra swaar motorvoertuig (nie-gelede)” ‘n motorvoertuig (nie-gelede) waarvan die bruto voertuig-massa 16 000 kg oorskry maar nie 25 000 kg nie;

“bediener van ‘n bokkraan graad I” ‘n werknemer wat ‘n bokkraan dryf met ‘n hysvermoë van meer as 6 000 kg of wat dit vanaf die vloer van ‘n bedryfsinrigting bedien of beheer;

“bediener van ‘n bokkraan graad II” ‘n werknemer wat ‘n bokkraan dryf met ‘n hysvermoë van hoogstens 6 000 kg of wat dit vanaf die vloer van ‘n bedryfsinrigting bedien of beheer;

“algemene werker” ‘n werknemer wat een of meer van die volgende pligte verrig:

- (a) Bale, vate, pakkaste, kiste, blikke, kartonne, konkas, sakke of houers oopmaak, toemaak, toespyker, toewerk, merk, vasbind, vul of leegmaak;
- (b) hulp verleen met die laai of aflaai van houers;
- (c) bokseile of plastiekbedekkings oorgooi of afhaal;
- (d) boodskappe, pakkette, briewe of goedere verseël of oopmaak en dit te voet of per trapfiets, driewiel of handvoertuig aflewer of vervoer;
- (e) enige goedere, houers, pakkette of voertuie, kruiwaens, trollies of ander handvoertuie dra, oplaai, trek, stoot, sleep, verpak, uitpak, herverpak, opstapel, rol, oprol, verskuif, laai, aflaai of uitpak, uitgesonderd deur die gebruik van kraguitrusting;

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- (f) etikette op goedere plak of dit merk, van 'n handelsmerk voorsien, stempel of sjabloneer, of etikette perforceer;
 - (g) goedere in pakkies opmaak, toedraai of vasbind;
 - (h) handdoeke, seep of toiletpapier vervang;
 - (i) goedere of houers skoonmaak;
 - (j) klaargemaakte karton- of veselborddose of soortgelyke houers met die hand opslaan of uitmekaar haal;
 - (k) klip, gruis, grond, klei, sand of ander grondstowwe met 'n skopgraaf skep of strooi;
 - (l) met die hand boor, afkrap of skuur;
 - (m) motorvoertuie, goedere of vrag op motorvoertuie oppas;
 - (n) 'n handkraan, -hyser, -pomp, -afrolmasjien, -domkrag of -windas bedien;
 - (o) 'n ambagsman bystaan op 'n ander wyse as deur die gereedskap van sy vak selfstandig te gebruik;
 - (p) oorpakke, uniforms, beskermende klere, verpakkingsmateriaal of komberse was;
 - (q) op 'n motorvoertuig, sleepwa of leunwa werk of daarmee saamry op ritte;
 - (r) pakkaste, kiste, kratte of palette met die hand herstel;
 - (s) persele, palette, voertuie of masjinerie skoonmaak;
 - (t) rantsoene voorberei of tee of soortgelyke drankie vir werknemers maak of aan hulle bedien of tee of ander verversings vir die werkgewer of sy gaste maak of aan hulle bedien;
 - (u) rubber- of ander stempels gebruik waar seleksie of diskresie nie nodig is nie;
 - (v) spoorwegwaens of -houers oop- of toemaak;
 - (w) verf of roesweermiddels met die hand aanbring aan goedere, sleepwaens of leunwaens;
 - (x) wiele of buite- of binnebande van motorvoertuie, laaigrawe, mobiele hystoestelle, sleepwaens, leunwaens, fietse, kruiwaens, trollies of ander handvoertuie afhaal, terugsit, omruil of oppomp, of binnebande herstel; en
 - (y) enige ander handearbeid nie spesifiek hierin omskryf nie;
- "algemene werker, herstelwinkel" 'n werknemer wat 'n ambagsman bystaan deur handewerk en fisiese take te verrig, inbegrepe gereedskap dra, onderdele en die werkplek skoonmaak, gereedskap bêre en hulp verleen waar nodig;
- "goedere" enige roerende eiendom, insluitende maar nie beperk nie tot enige artikel, kommoditeit of stof soos sand, grond, gruis, klip, steenkool, water of ander vloeibare stof, gasvormige of vaste stof, houers

of behouerde goedere;

“bruto kombinasie-massa” met betrekking tot ‘n motorvoertuig (gelede) wat gebruik word om ‘n ander motorvoertuig te trek, die maksimum massa van die kombinasie van voertuie, met inbegrip van dié van die trekvoertuig en sy vrag soos deur die vervaardiger daarvan gespesifiseer of, in die afwesigheid van sodanige spesifikasie, soos deur die betrokke registrasie-owerheid bepaal;

“bruto voertuig-massa” met betrekking tot ‘n motorvoertuig (nie-gelede), die maksimum massa van sodanige voertuig en sy vrag, soos deur die vervaardiger gespesifiseer of, in die afwesigheid van sodanige spesifikasie, soos deur die betrokke registrasie-owerheid bepaal;

“swaar motorvoertuig (gelede)” ‘n motorvoertuig (gelede) waarvan die bruto kombinasie-massa 9 000 kg oorskry maar nie 16 000 kg nie;

“swaar motorvoertuig (nie-gelede)” ‘n motorvoertuig (nie-gelede) waarvan die bruto voertuig-massa 9 000 kg oorskry maar nie 16 000 kg nie;

“uurloon” die weekloon gedeel deur die getal gewone werkure in klousule 5 (1) (a) uiteengesit;

“werkure” en omvat dit alle tydperke van dryf en enige tyd deur ‘n drywer, ‘n veiligheidsbeampte of enige ander werknemer bestee aan ander werk in verband met die voertuig of die vrag en alle tydperke waartydens hy verplig is om op sy pos te bly in gereedheid om op versoek te werk, maar omvat dit nie enige etenspouse ingevolge klousule 5 (2) voorgeskryf of enige tydperk ten opsigte waarvan enige onderhoudstoelae ingevolge klousule 16 aan ‘n werknemer betaalbaar is nie, mits die werknemer gedurende sodanige pouse of tydperk geen ander werk verrig nie as om in beheer te bly van die voertuig en sy vrag, indien enige, of om die voertuig en sy vrag, indien enige, op te pas;

“interne motorvoertuig” ‘n motorvoertuig wat op die perseel van, of binne ‘n bedryfsinrigting gebruik word;

“wet” ook die gemene reg;

“ligte motorvoertuig” ‘n motorvoertuig waarvan die bruto voertuig-massa of bruto kombinasie-massa nie 3 500 kg oorskry nie;

“laaigraafbediener graad I” ‘n werknemer wat ‘n kragaangedrewe laaigraaf bedien met ‘n hysvermoë van meer as 6 000 kg wat by die laai, verskuiwing of aflaai van grond, sand, klippe, gruis of enige ander grondstowwe, goedere of houers gebruik word;

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- “laaigraafbediener graad II” ‘n werknemer wat ‘n kragaangedrewe laaigraaf bedien met ‘n hysvermoë van hoogstens 6 000 kg wat by die laai, verskuiwing of aflaai van grond, sand, klippe, gruis of enige ander grondstowwe, goedere of houters gebruik word;
- “medium motorvoertuig (gelede)” ‘n motorvoertuig (gelede) waarvan die bruto kombinasiemassa 3 500 kg oorskry maar nie 9 000 kg nie;
- “medium motorvoertuig (nie-gelede)” ‘n motorvoertuig (nie-gelede) waarvan die bruto voertuigmassa 3 500 kg oorskry maar nie 9 000 kg nie;
- “bediener van ‘n mobiele hystoestel graad I” ‘n werknemer wat ‘n kragaangedrewe mobiele hystoestel of verkhuyswa met ‘n hysvermoë van meer as 6 000 kg bedien wat by die laai, aflaai, versit of opstapel van goedere of houters gebruik word, maar omvat dit nie ‘n interne motorvoertuig nie;
- “bediener van ‘n mobiele hystoestel graad II” ‘n werknemer wat ‘n kragaangedrewe mobiele hystoestel of verkhuyswa met ‘n hysvermoë van hoogstens 6 000 kg bedien wat by die laai, aflaai, versit of opstapel van goedere of houters gebruik word, maar omvat dit nie ‘n interne motorvoertuig nie;
- “maand” ‘n kalendermaand, wat een van die 12 genoemde tydperke is waarin ‘n jaar verdeel is;
- “maandloon” ‘n werknemer se weekloon vermenigvuldig met vier en ‘n derde;
- “motorvoertuig” enige selfaangedrewe voertuig wat gebruik word vir die vervoer van goedere of houters en omvat dit ‘n voorspanmotor, motorfiets, motordriewiel en trekker, maar nie ‘n mobiele hystoestel nie;
- “motorvoertuig (gelede)” ‘n kombinasie van voertuie bestaande uit ‘n motorvoertuig en ‘n leunwa of ‘n sleepwa of sleepwaens;
- “motorvoertuig (nie-gelede)” ‘n motorvoertuig uitgesonderd ‘n motorvoertuig (gelede);
- “nagskof” ‘n skof waartydens vyf en ‘n half of meer gewone werkure, uitgesonderd oortyd, binne die tydperk gereken vanaf 18:00 tot 06:00 die volgende dag val;
- “gewone werkure” die gewone werkure in klousule 5 (1) voorgeskryf of, indien volgens ooreenkoms tussen ‘n werkgever en sy werknemer laasgenoemde korter gewone ure werk, sodanige korter ure;
- “oortyd”, onderhewig aan die bepalings van klousule 8 (3), alle ure gewerk wat meer is as die gewone werkure in klousule 5 (1) voorgeskryf, anders as op ‘n Sondag of ‘n betaalde vakansiedag;
- “eienaar-drywer” ‘n werkgever wat die eienaar of mede-eienaar of bruikhuurder of huurder van een of meer motorvoertuie is wat vir die vervoer van goedere teen huur of beloning gebruik word en wat self enige sodanige motorvoertuig dryf;

“verpakker/laaier graad I” ‘n werknemer wat verantwoordelik is vir die pak of laai van meubels in enige houer of in of van ‘n voertuig of die aflaai of uitpak van meubels;

“verpakker/laaier graad II” ‘n werknemer wat verantwoordelik is vir die pak of laai van meubels in enige houer of in of van ‘n voertuig die aflaai of uitpak van meubels en wat toesig hou oor die werksaamhede van ‘n algemene werker;

“betaalde vakansiedag” enige van die openbare vakansiedae vermeld in Bylae 1 van die Wet op Openbare Feesdae, 1994 (Wet No. 36 van 1994);

“deeltydse werknemer” ‘n werknemer wat nie voltyds werk nie, maar wat op ‘n permanente grondslag in diens geneem is en van wie slegs vereis word om ‘n vasgestelde en beperkte aantal ure per dag, per week of per maand te werk;

“afloswerknemer” ‘n werknemer, anders as ‘n tydelike werknemer van ‘n tydelike werkverskaffingsdiens, wat in diens is by dieselfde werkgewer vir hoogstens 16 skofte in ‘n 30-dae-tydperk en hoogstens 144 skofte in ‘n 52-weke-tydperk;

“Padvragnywerheid” of “Nywerheid” die Nywerheid waarin werkgewers en werknemers geassosieer is om een of meer van die volgende aktiwiteite uit te voer teen huur of beloning:

- (i) Die vervoer van goedere deur middel van motorvervoer;
- (ii) die opberging van goedere, inbegrepe die ontvangs, oopmaak, uitpak, verpakking, versending en uitklaring van of rekenskap gee vir goedere waar hierdie aktiwiteite bykomstig is tot paragraaf (i); en
- (iii) die verhuring deur tydelike werkverskaffingsdienste van werknemers vir werksaamhede of bedrywighede wat gewoonlik of natuurlik binne die vervoer van goedere val, ongeag die aard van die onderneming, nywerheid, bedryf of beroep waarin die kliënt as ‘n werkgewer betrokke is; maar

die “vervoer van goedere” sluit nie die volgende in nie:

- (i) Die ondernemings, nywerhede, bedrywe of beroepe ten opsigte waarvan die Transnet Nywerheidsraad op 2 Oktober 1991 geregistreer is; die belange ten opsigte waarvan daardie Raad geregistreer is, synde die ondernemings, nywerhede, bedrywe of beroepe van Transnet Bpk. soos bedryf deur Spoornet, Suid-Afrikaanse Lugdiens, Autonet, Portnet, Transnet, Transwerk, Promat en Protekon, of enige ander besigheid, onderneming, nywerheid, bedryf, beroep, eenheid, departement of afdeling van Transnet Bpk;

- (ii) die Motorpontbedryf, wat die Bedryf is waarin werkgewers en werknemers geassosieer is vir die vervoer van motorvoertuie per pad, see of spoor tussen voertuigvervaardigers en motorhandelaars;
- “lopende herstelwerk” herstelwerk aan ‘n voertuig en sy samestellende onderdele wat deur die drywer, ‘n veiligheidsbeampte graad A of ‘n algemene werker verrig kan word met gereedskap wat gewoonlik deur die vervaardiger van sodanige voertuig verskaf word, insluitende gewone gereedskap wat vir die omruil of pomp van ‘n wiel benodig word, skroewedraaiers, tange, reserwe gloeilampe en verstelbare skroefslentels;
- “seisoenwerker (Suikervervoersektor)” ‘n werknemer wat permanent in diens is van ‘n werkgewer wat suikerriet vervoer en wat as gevolg van die seisoenale aard van die Suikerbedryf vir diens moet aanmeld slegs soos en wanneer deur sy werkgewer vereis;
- “sekuriteitswag” ‘n werknemer, uitgesonderd ‘n veiligheidsbeampte, wat een of meer van die volgende pligte uitvoer:
- Persele, geboue, bouwerke of ander vaste of roerende eiendom bewaak, beskerm of patroleer, hetsy hy honde by die uitvoering van enigeen van of al die vermelde pligte hanteer of beheer al dan nie;
- “veiligheidsbeampte graad A” ‘n werknemer wat ‘n motorvoertuig bestuur en betrokke is by die bewaking van kontant en kosbaarhede en die bewaking en hantering van waardepapiere en verhandelbare dokumente in transito en van wie vereis kan word om vuurwapens te dra;
- “veiligheidsbeampte graad B” ‘n werknemer wat betrokke is by die bewaking en hantering van kontant, kosbaarhede, waardepapiere en verhandelbare dokumente en van wie vereis kan word om vuurwapens te dra;
- “veiligheidsbeampte graad C” ‘n werknemer wat betrokke is by die ontvangs, uitgee, verskuiwing en beheer van kontanthouers wat tussen veiligheidsbeamptes grade A of B en bankbeamptes vervoer word en van wie vereis kan word om vuurwapens te dra;
- “halfgeskoolde ambagsman” ‘n werknemer wat, hoewel nog onder toesig van ‘n ambagsman, take onafhanklik verrig maar nie ten volle verantwoordelik gehou word vir finale nagaan nie en wat meer ingewikkelde herstelwerk verrig, foutvindtoerusting gebruik, alternatiewe wyses kies om take te verrig, elektriese en meganiese toerusting bedien en wat versoek mag word om take soos basiese sweiswerk te verrig en wat nie ten volle as ‘n ambagsman gekwalifiseer is nie, maar oor ‘n tydperk ‘n ambagstoets kan aflê en aldus kwalifiseer;

“leunwa” ‘n sleepwa sonder ‘n vooras en ontwerp of aangepas om op ‘n voorspanmotor te rus en daardeur gesleep te word;

“skof” enige aaneenlopende werktydperk, onderhewig aan die bepalinge van klousule 5 (1), in die loop van ‘n werkdag, soos omskryf, wat deur ‘n werkgever vir ‘n werknemer vasgestel word, maar word dit nie geag enige oortyd, soos omskryf, in te sluit nie: Met dien verstande dat elke betaalde vakansiedag, elke Sondag waarop ‘n werknemer vereis word om te werk, elke Saterdag waarop ‘n werknemer minstens nege oortydure werk of elke werkdag waarop ‘n werknemer afwesig is met verlof, siekteverlof, familieverantwoordelikeverlof, studieverlof of in opdrag van die werkgever, soos in hierdie Ooreenkoms voorgeskryf, gereken sal word as een skof en waar ‘n werknemer van Maandag tot Vrydag werk en met vyf skofte gekrediteer word ten opsigte van sodanige dae, moet enige gewone ure op ‘n Saterdag gewerk opgehoop word en vir elke nege gewone ure aldus opgehoop moet die werknemer met een skof gekrediteer word en enige opgehoopde gewone ure wat nege ure oorskry, moet na die volgende kwalifiserende siklus van nege ure ophoop;

“korttyd”, wat slegs in die B-Gebied van toepassing is, ‘n tydelike vermindering van die getal gewone werkure weens wisselvalligheid van die weer, handelslapse, ‘n tekort aan goedere wat vervoer moet word, die onklaarmaking van voertuie, ‘n installasie of masjinerie of die onbruikbaarwording of dreigende onbruikbaarwording van geboue;

“magasynman (pakhuis)” ‘n werknemer wat in bevel is van voorrade, inkomende goedere of houters en wat daarvoor verantwoordelik is om goedere of houters in ‘n magasyn, pakhuis of opslagplek te ontvang, aan te teken, op te berg, te verpak of uit te pak, of om goedere of houters uit ‘n magasyn, pakhuis of opslagplek vir versending te lewer;

“magasynman (werkwinkel)” ‘n werknemer wat onderdele vir die herstel en instandhouding van voertuie ontvang, aanteken, opberg, uitpak en uitreik;

“substantiewe aangeleenthede” alle aangeleenthede betreffende koste en wat die loonpakkette van werknemers raak;

“Suikerrietsektor” daardie gedeelte van die Suikervervoersektor waarin werkgevers en werknemers hoofsaaklik geassosieer is vir die hantering en vervoer van suikerriet en geassosieerde produkte tussen lande en meulens teen huur of beloning;

“spanleier” ‘n werknemer wat onder algemene toesig bevel voer oor ‘n groep algemene werkers en wat rekord kan hou van die werk wat hulle verrig en wat dieselfde werk self kan verrig;

“tydelike werknemer van ‘n tydelike werkverskaffingsdiens” ‘n tydelike werknemer van ‘n tydelike werkverskaffingsdiens soos in klousule 18 (1) bedoel;

“tydelike werkverskaffingsdiens” enige persoon wat, teen vergoeding, ander persone aan ‘n kliënt verskaf of voorsien wat –

(a) dienste lewer aan of werk verrig vir die kliënt; en

(b) deur die tydelike werkverskaffingsdiens vergoed word;

“trekker” ‘n motorvoertuig wat ontwerp of aangepas is hoofsaaklik om ander voertuie te trek en nie om enige vrag te dra nie;

“sleepwa” ‘n voertuig wat nie selfaangedrewe is nie maar ontwerp of aangepas is om deur ‘n motorvoertuig getrek te word;

“voorspanmotor” ‘n motorvoertuig wat ontwerp of aangepas is om ander voertuie te trek en nie om ‘n vrag te dra nie, behalwe in die vorm van ‘n sleepwa, leunwa of ballas wat op hom rus, en omvat dit nie ‘n trekker nie;

“ultraswaar motorvoertuig” ‘n motorvoertuig waarvan die bruto voertuigmassa of die bruto kombinasie-massa 25 000 kg oorskry;

“loon” die geldbedrag wat ingevolge klousule 7 as ‘n basiese loon aan ‘n werknemer betaalbaar is ten opsigte van sy gewone werkure soos in klousule 5 (1) voorgeskryf, uitgesonder enige bonus: Met dien verstande dat indien ‘n werkgever ‘n werknemer gereeld ten opsigte van sodanige gewone werkure ‘n hoër bedrag betaal as wat in klousule 7 voorgeskryf word, dit sodanige hoër bedrag beteken;

“loonregister” die register wat ingevolge klousule 42 deur ‘n werkgever bygehou moet word;

“werkdag” enige tydperk van gewone werkure en oortyd, soos omskryf, en enige etenspouses en ruspouses onderskeidelik in klousule 5 (2) en (3) bedoel, wat binne ‘n enkele siklus van 24 uur val en word dit geag te begin vanaf die werkaanvangstyd van die werknemer gedurende sodanige siklus;

“jaar”, ten opsigte van ‘n werknemer, enige tydperk van diens in die Nywerheid wat oor ‘n tydperk van 252 voltooide skofte strek.

(2) Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is en kan vir die leiding van werkgevers en werknemers vertolkings en beslissings uitreik wat nie met die bepalinge daarvan of met die Wet onbestaanbaar is nie.

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

(1) Elke werkgever of eienaar-drywer wat dit nog nie ingevolge ‘n vorige Ooreenkoms van die Raad gedoen

het nie, en elke werkgewer of eienaar-drywer wat tot die Nywerheid toetree, moet binne dertig dae na die inwerkingtreding van hierdie Ooreenkoms, of binne dertig dae na sy toetrede tot die Nywerheid, na gelang van die geval, 'n opgawe aan die Raad voorsien vir elk van sy bedryfsinrigtings in die vorm van Aanhangsel A.1, wat vir hierdie doel deur die Raad bepaal is, waarin die volgende vermeld word -

- (a) sy volle name, identiteitsnommer en tuisadres, of dié van elke vennoot, trustee, direkteur of lid indien die werkgewer onderskeidelik 'n vennootskap, trust, maatskappy of beslote korporasie is;
- (b) die naam van die vennootskap, trust, maatskappy of beslote korporasie en sy registrasienommer;
- (c) die handelsnaam, indien enige;
- (d) die fisiese en posadres van elke bedryfsinrigting, tesame met die telefoon- en faksnommer en e-posadres adres, indien enige;
- (e) die name, identiteitsnommers en adresse van alle persone wat deur hierdie Ooreenkoms gedek word, asook hulle geboortedatums of -jare, waar moontlik;
- (f) waar van toepassing, die getal motorvoertuie in sy besigheid gebruik, tesame met hulle registrasienommers en die geregistreerde bruto voertuigmassa van elke voertuig; en
- (g) die landdrosdistrik waarin die bedryfsinrigting geleë is.

(2) Indien die Raad rede het om te glo dat die bruto voertuigmassa nie korrek geregistreer is nie, sal die Raad die werkgewer versoek om die registrasiesertifikaat voor te lê ten einde die saak te beslis.

(3) By ontvangs van die besonderhede in subklousule (1) bedoel, sal die Raad 'n Registrasiesertifikaat in die vorm van Aanhangsel A.2 aan die werkgewer uitreik.

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

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

- (a) Aanhangsel B - Dienssertifikaat [klousule 28 (1)];
- (b) Aanhangsel C - Loonkoevert [klousule 6 (1) (ii)];
- (c) Aanhangsel D - Maandelikse Aanslagopgawe [klousules 11 (6) en (7), 12 (13) en (14), 18 (7), (8) en (10), 19 (1) (c), 21 (1) (c), 22 (1) (c), 30 (4), 31 (1) (a), 32 (1) (c), (d), (2) en (3) en 54];
- (d) Aanhangsel E - Pro Rata Opgelope Skofaanwas Adviesbewys [klousules 19 (1) (d), 21 (1) (d) en 27 (5)];
- (e) Aanhangsel F - Jaarlikse Verlofsoldy-/Bonusbetalingsbewys [klousules 19 (8) (a) (i) en 21 (3) (iii)];

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(f) Aanhangsel G - Afdankingsadvies [klousule 51 (3)] en

(g) Aanhangsel H - Kennisgewing van Diensbeëindiging [klousule 27 (2)].

(6) Die onus rus op die werkgever om te verseker dat hy te alle tye oor 'n voldoende voorraad van die Aanhangsels in subklousule (5) vermeld, beskik.

4. DIENSKONTRAK

(1) Elke werknemer, uitgesonderd 'n afloswerknemer of 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens, word geag 'n weeklikse werknemer te wees, ongeag of hy die volle aantal voorgeskrywe ure of minder in enige week gewerk het.

(2) *Differensiële loon*: 'n Werknemer, anders as 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens, wat op enige dag werk verrig waarvoor 'n hoër loon in klousule 7 voorgeskryf word as sy gewone loon vir sy gewone klas van werk, moet sodanige hoër loon betaal word vir die volle sodanige dag, ongeag die aantal ure op daardie dag in daardie klas gewerk. 'n Afloswerknemer wat op enige dag klasse werk verrig waarvoor verskillende lone in klousule 7 voorgeskryf word, word teen die hoogste sodanige loon vir daardie dag betaal, plus 'n addisionele premie van 10 persent van sodanige hoogste loon.

(3) *Berekening van maandloon*: 'n Werknemer se maandloon word bereken teen vier en 'n derde maal sy weekloon in klousule 7 voorgeskryf, of teen vier en 'n derde maal enige hoër weekloon wat gewoonlik aan hom betaal word.

(4) *Aansporingswerk*: (a) Met dien verstande dat die tyd- en loonregister in klousule 42 van hierdie Ooreenkoms voorgeskryf behoorlik bygehou word en dat 'n werknemer nie minder besoldig word nie as die bedrag waarop hy andersins ingevolge klousules 7, 8, 9, 10, 16 en 17 geregtig sou wees, kan 'n werkgever, onderhewig aan die goedkeuring van die Raad, sodanige werknemer se besoldiging op die hoeveelheid werk verrig, of opbrengs, grond: Met dien verstande voorts dat geen sodanige stelsel van besoldiging deur die Raad goedgekeur sal word nie behalwe in die vorm van 'n aansporingskema ingevolge paragrawe (b) en (c) ingestel.

(b) 'n Werkgever wat beoog om 'n aansporingskema in te stel moet 'n verkose gesamentlike verteenwoordigende komitee bestaande uit bestuurslede en werknemers stig om oor die bepalinge van sodanige skema te onderhandel en daarvoor ooreen te kom.

(c) Die bepalinge van enige sodanige aansporingskema moet skriftelik wees en deur alle lede van die komitee onderteken wees en mag nie deur enige party verander of beëindig word nie, tensy die party wat beoog om dit te doen sodanige skriftelike kennisgewing as wat deur die partye wat die skema aangegaan het, bepaal is, aan die ander party gegee het.

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(5) 'n Drywer wat gevaarhoudende stowwe, soos omskryf in die regulasies vir die vervoer van gevaarhoudende stowwe uitgevaardig ingevolge die Wet op Gevaarhoudende Stowwe, 1973 (Wet No. 15 van 1973), of bederfbare produkte, vervoer, mag slegs aan nywerheidsaksie deelneem na die veilige aflaai van die vrag en terugbesorging van die voertuig aan die werkgewer se bedryfsinrigting, of nadat hy die werkgewer minstens sewe dae skriftelike kennis gegee het van sy voorgename deelname aan nywerheidsaksie wat sal plaasvind terwyl van hom vereis word om 'n rit vir die vervoer van vermelde stowwe of produkte te onderneem.

5. WERKURE

(1) (a) Die gewone werkure van 'n werknemer mag nie 45 per week oorskry nie.

(b) Gewone werkure per dag is hoogstens -

(i) in die A-Gebied -

(aa) in die geval van 'n werknemer wat vyf dae per week werk, nege-en-'n-half; en

(ab) in die geval van 'n werknemer wat ses dae per week werk, nege: Met dien verstande dat die gewone werkure op Saterdag nie drie mag oorskry nie; en

(ii) in die B-Gebied -

(aa) in die geval van 'n werknemer wat hoogstens vyf dae per week werk, nege; en

(ab) in die geval van 'n werknemer wat meer as vyf dae per week werk, agt.

(c) Gereelde daaglikse skof-aanvangstye sal deur individuele werkgewers vasgestel en gereël word: Met dien verstande dat geen werkgewer enige gereelde skof-aanvangstyd mag verander nie, tensy hy sy werknemers minstens twaalf ure vooraf mondelings van sodanige verandering in kennis gestel het.

(d) Behoudens die etenspouses in subklousule (2) voorgeskryf, moet alle ure wat deur werknemers, uitgesonderd tydelike werknemers van 'n tydelike werkverskaffingsdiens, op enige dag gewerk word, agtereenvolgend wees en as een voltooide skof beskou word.

(e) 'n Werkgewer mag die werkweek-aanvangsdag en -tyd van 'n werknemer verander deur minstens 72 uur skriftelike kennis van sodanige verandering aan hom te gee.

(2) *Etenspouses:* 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om vir langer as vyf ure ononderbroke te werk sonder 'n etenspouse van minstens een uur nie, waartydens sodanige werknemer nie vereis of toegelaat mag word om enige werk te verrig nie, en sodanige pouse vorm nie deel van die gewone werkure of oortyd nie: Met dien verstande dat die tydperk van vyf ure tot hoogstens sewe ure verleng kan word vir die doeleindes van die op- of aflaai van 'n voertuig: Met dien verstande voorts dat -

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(a) sodanige pouse tot minstens 'n halfuur verkort kan word deur skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer;

(b) werktydperke wat deur pouses van minder as een uur onderbreek word, behalwe in die gevalle van voorbehoudsbepalings (a) of (e), as aaneenlopend geag word;

(c) indien sodanige pouse een uur oorskry, enige gedeelte daarvan wat een-en-'n-kwart uur oorskry as werktyd geag word;

(d) slegs een sodanige pouse gedurende die gewone werkure van 'n werknemer op enige dag nie deel van die gewone werkure uitmaak nie; en

(e) indien 'n werkgewer op enige dag weens oortydwerk vereis word om 'n werknemer 'n tweede etenspouse te gee, sodanige pouse tot minstens 15 minute verkort kan word.

(3) *Ruspouses:* (i) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om so te werk dat hy minder as nege agtereenvolgende ure rustyd gedurende enige tydperk van 24 uur gereken vanaf die werknemer se werk-aanvangstyd op daardie dag, het nie.

(ii) 'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens tien minute so na as

doenlik aan die middel van die eerste werktydperk van elke dag toestaan, waartydens sodanige werknemer nie vereis of toegelaat mag word om enige werk te verrig nie en sodanige pouse word geag deel van die gewone werkure van sodanige werknemer te wees.

(4) 'n Eienaar-drywer wat 'n werkgewer is, moet dieselfde werkure en beperkings wat hierin vir 'n werknemer voorgeskryf word, nakom.

(5) (a) *Saamgeperste werkweek:* Deur minstens 72 uur skriftelike kennisgewing aan 'n werknemer te gee, kan 'n werkgewer van hom vereis om hoogstens 15 uur op 'n dag te werk, insluitende etenspouses in subklousule (2) bedoel, sonder oortydbetaling.

(b) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat nie om -

(i) meer as die maksimum getal gewone werkure in subklousule (1) voorgeskryf in enige week te werk nie;

(ii) meer as die maksimum getal oortydure in klousule 8 (9) voorgeskryf in enige week te werk nie;

(iii) gedurende die ruspouse in subklousule (3) voorgeskryf te werk nie; of

(iv) 'n saamgeperste werkweek vir langer as twee agtereenvolgende weke in vyf weke te werk nie.

(c) 'n Werkgewer wat beoog om 'n saamgeperste-werkweek-skema in te stel moet -

(i) die Sekretaris van die Raad onverwyld skriftelik van die beoogde datum van instelling en beraamde duur van die skema in kennis stel;

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(ii) afskrifte van alle kennisgewings ingevolge paragraaf (a) aan werknemers uitgereik vir 'n tydperk van drie jaar bewaar; en

(iii) 'n register byhou waarin die datums en ure wat deur elke werknemer betrokke by die skema gewerk is, uiteengesit word.

(d) 'n Werkgewer moet 'n werknemer met een skof krediteer vir elke nege gewone ure gewerk gedurende 'n saamgeperste werkweek, tot 'n maksimum van vyf skofte per week. 'n Gedeelte van 'n uur so gewerk word geag 'n volle uur te wees: Met dien verstande dat 'n werkgewer daarop geregtig sal wees om een skof af te trek vir elke dag waarop die werknemer afwesig is van werk om redes wat nie in die voorbehoudsbepaling in die omskrywing van "skof" in klousule 2 vermeld is nie.

(6) (a) *Gemiddelde werkure*: Deur minstens 72 uur skriftelike kennis aan sy werknemer te gee, kan 'n werkgewer sodanige werknemer se gewone werkure en oortyd oor 'n tydperk van hoogstens vyf weke gemiddeld versprei: Met dien verstande dat -

(i) sodanige werknemer nie meer as die gewone werkure in subklousule (1) en oortydure in klousule 8

(9) voorgeskryf gedurende die vermelde tydperk mag werk nie; en

(ii) die ruspouses in subklousule (3) voorgeskryf nagekom word.

(b) 'n Werkgewer wat beoog om 'n gemiddelde-werkure-skema in te stel moet -

(i) die Sekretaris van die Raad onverwyld skriftelik van die beoogde datum van instelling en beraamde duur van die skema in kennis stel;

(ii) afskrifte van alle kennisgewings ingevolge paragraaf (a) aan werknemers uitgereik vir 'n tydperk van drie jaar bewaar; en

(iii) 'n register byhou waarin uiteengesit word -

(aa) die datums, gewone werkure en oortyd wat deur elke werknemer betrokke by die skema gewerk is; en

(ab) 'n berekening van hoe die ure oor die tydperk ten opsigte van elke werknemer versprei is.

(c) 'n Werkgewer moet 'n werknemer met vyf skofte krediteer vir elke week waartydens 'n gemiddelde-werkure-skema in werking is: Met dien verstande dat 'n werkgewer daarop geregtig sal wees om een skof af te trek vir elke dag wat die werknemer afwesig is van werk om redes wat nie in die voorbehoudsbepaling in die omskrywing van "skof" in klousule 2 gespesifiseer is nie.

(7) *Algehele beperking van werkure en oortyd:* 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om vir langer as 90 ure in enige week te werk nie, insluitende gewone werkure, oortydure en ure gewerk op 'n Sondag of betaalde vakansiedag.

(8) (a) Subklousules (1) (d), (2) en (3) is nie van toepassing ten opsigte van die verrigting van "nooddiens" soos in klousule 2 omskryf, nie.

(b) Subklousules (2) en (3) is nie van toepassing op 'n sekuriteitswag nie: Met dien verstande dat indien 'n etenspouse aan sodanige werknemer toegestaan word, die tyd wat deur sodanige pouse in beslag geneem word as werktyd geag word.

(c) Subklousule (3) (ii) is nie van toepassing nie op 'n drywer, of 'n werknemer wat 'n drywer op die voertuig vergesel of bystaan, terwyl sodanige voertuig weg is van die werkgewer se bedryfsinrigting.

6. BETALING VAN BESOLDIGING

(1) *Werknemers anders as afloswerknemers:* (i) Lone, betalings vir oortyd, toelaes en alle ander betalings aan 'n werknemer verskuldig moet weekliks in kontant deur die werkgewer gedurende die gewone werkure van die werknemer op die gewone betaaldag van die bedryfsinrigting, of, met die skriftelike toestemming van die werknemer, maandeliks in kontant of per tjek gedurende die gewone werkure van die werknemer op die gewone betaaldag van die bedryfsinrigting, of by diensbeëindiging indien dit voor die gewone betaaldag plaasvind, aan die werknemer betaal word.

(ii) Alle sodanige betalings moet geplaas wees in 'n verseëlde Loonkoevert in die vorm deur die Raad vir hierdie doel bepaal (Aanhangsel C), of in 'n verseëlde houer waarop opgeteken is of wat vergesel gaan van 'n staat waarop vermeld word -

- (a) die werkgewer se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy kategorie;
- (c) die getal gewone werkure deur die werknemer gewerk;
- (d) die getal oortydure deur die werknemer gewerk;
- (e) die werknemer se loon;
- (f) besonderhede van enige ander betalings wat uit die werknemer se diens voortspuit;
- (g) besonderhede van enige aftrekkings wat gemaak is;
- (h) die werklike bedrag aan die werknemer betaal; en
- (i) die tydperk ten opsigte waarvan betaling geskied,

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en die koevert of houer waarop vermelde besonderhede opgeteken is, of die staat waarop sodanige besonderhede vermeld word, word die eiendom van die werknemer.

(iii) Indien 'n werknemer op die gewone betaaldag van die bedryfsinrigting afwesig is, moet hy binne 24 uur na sy terugkeer na die bedryfsinrigting betaal word.

(iv) Die besonderhede voorgeskryf in paragraaf (ii) mag in kodevorm op sodanige koevert of houer, of in sodanige staat, opgeteken word, welke kode volledig uiteengesit en verduidelik moet wees in 'n bygaande kennisgewing of in 'n kennisgewing wat opgeplak word op 'n in die oog vallende plek in die bedryfsinrigting wat toeganklik is vir alle werknemers wat daardeur geraak word.

(v) Op skriftelike versoek van 'n werknemer kan enige bedrag in paragraaf (i) bedoel deur sy werkgever in sy bouvereniging- of bankrekening gestort word en sy werkgever moet die tersaaklike kwitansie tesame met voormelde staat aan hom oorhandig.

(2) Alle navrae betreffende die besonderhede op die koevert of houer, of die bedrag daarin vervat, of betreffende die staat, na gelang van die geval, moet binne 14 dae na die datum van betaling tot die werkgever gerig word en, indien die werknemer steeds ontevrede is, binne 26 weke na die datum van betaling, tot die Raad.

(3) *Premies:* Onderhewig aan enige ander wet, mag geen betaling deur of namens 'n werknemer, hetsy regstreeks of onregstreeks, deur 'n werkgever aanvaar word ten opsigte van die indiensneming of opleiding van sodanige werknemer nie.

(4) *Koop van goedere:* 'n Werkgever mag nie van 'n werknemer vereis om enige goedere van hom, of van enige besigheid of persoon deur hom bepaal, te koop nie.

(5) *Huisvesting, etes en rantsoene:* Onderhewig aan enige ander wet, mag 'n werkgever nie van 'n werknemer vereis om huisvesting, etes of rantsoene van hom of van enigiemand of op enige plek deur hom bepaal, te aanvaar nie.

(6) *Skuldverrekening:* 'n Werkgever mag nie om enige rede hoegenaamd skuldverrekening teen 'n werknemer se besoldiging aanwend nie, behalwe ingevolge klousule 53.

7. LONE

(1) Vir die tydperk tot 29 Februarie 2004 moet die minimum skaal waarteen lone ten opsigte van gewone werkure deur 'n werkgever aan elkeen van die ondervermelde klasse van sy werknemers betaal word, soos volg wees:

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(a) *Weeklone:*

Kategorie-Kode	Klas	Graad	Patterson-Graad	Minimum Loon	Deur-die-bank Verhoging p.w.
1 42 3 27	Algemene werker Algemene werker, herstelwinkel Verpakker/laaier graad I Sekuriteitswag	1.	A-Band A-Band A-Band A-Band	R384,00	R40,00
5 6 2 22 24 46	Motorfiets-/Motordriewieldrywer Ligte motorvoertuigdrywer Nasiener graad I Laaigraafbediener graad II Bediener van 'n mobiele hystoestel graad II Verpakker/laaier graad II	2.	B1 B1 B1 B1 B1 B1	R436,50	R41,00
7 8 44 19 23 47 21 20 26 15	Medium motorvoertuigdrywer (Gelede) Medium motorvoertuigdrywer (Nie-gelede) Ambagsman-assistant Bediener van 'n bokkraan graad I Bediener van 'n mobiele hystoestel graad I Nasiener graad II Laaigraafbediener graad I Bediener van 'n bokkran graad II Magasynman (Werkwinkel) Spanleier	3.	B2 B2 B2 B1 B2 B2 B1 B2 B2 B2	R538,00	R48,00
10 11 12 13 18	Swaar motorvoertuigdrywer (Gelede) Swaar motorvoertuigdrywer (Nie-gelede) Ekstra swaar motorvoertuigdrywer (Gelede) Ekstra swaar motorvoertuigdrywer (Nie-gelede) Versendingsklerk	4.	B3 B3 B3 B3 B3	R596,50	R53,00
14 45 49	Ultraswaar motorvoertuigdrywer Halfgeskoolde ambagsman Magasynman (Pakhuis)	5.	B4 B4 B4	R682,00	R60,00
41 40 39	Veiligheidsbeampte graad C Veiligheidsbeampte graad B Veiligheidsbeampte graad A	6.	B3 B3 B4	R902,80 R915,40 R915,40	R75,00 R81,92 R81,92

(b) *Deur-die-bank-verhoging:* Werknemers wat voor 1 Maart 2003 in diens was moes die deur-die-bank-verhogings in paragraaf (a) hierbo voorgeskryf toegestaan gewees het op 1 Maart 2003. Indien 'n werknemer nadat die deur-die-bank-verhoging aan hom toegestaan is 'n laer loon ontvang het as die voorgeskrewe minimum vir sy graad, moes sy loon tot die graadminimum aangepas gewees het.

(2) 'n Werknemer, uitgesonder 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens, wat op die datum van inwerkingtreding van hierdie Ooreenkoms of daarna 'n hoër loon ontvang het of ontvang as wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word, moet voortgaan om sodanige hoër loon te ontvang terwyl hy by dieselfde werkgewer dieselfde werk verrig, tensy die werkgewer ingevolge klousule 46 vrygestel is. Die bepaling van hierdie subklousule is ook van toepassing op 'n werknemer, uitgesonder 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens, wat se diens na die inwerkingtreding van hierdie Ooreenkoms

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deur sy werkgewer beëindig word en wat deur dieselfde werkgewer herindiens geneem word. Vir die doeleindes hiervan sluit "Ooreenkoms" enige wysiging hieraan in.

(3) 'n Werknemer mag nie laer besoldiging as wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word, aanvaar nie.

(4) *Differensiële loon*: 'n Werknemer, uitgesonder 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens, wat op enige dag werk verrig in 'n klas waarvoor 'n hoër loon in hierdie klousule voorgeskryf word as sy gewone loon vir sy gewone klas werk, moet sodanige hoër loon betaal word vir die volle sodanige dag, ongeag die getal ure op daardie dag in daardie klas gewerk. 'n Afloswerknemer wat op enige dag klasse werk verrig waarvoor verskillende lone in hierdie klousule voorgeskryf word, moet teen die hoogste loon vir daardie dag betaal word, plus 'n bykomende premie van 10 persent van sodanige hoogste loon.

8. OORTYDWERK

(1) 'n Werkgewer moet 'n werknemer wat oortydwerk verrig, betaal teen 'n skaal van minstens een en 'n half maal sy uurloon vir die volle tydperk aldus gewerk -

(i) op enige dag in die geval van 'n afloswerknemer;

(ii) in elke kategorie op enige dag in die geval van 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens; en

(iii) in enige week in die geval van enige ander werknemer.

(2) 'n Werkgewer moet 'n werknemer wat oortydwerk op nooddienste verrig, betaal teen 'n skaal van minstens dubbel sy weekloon gedeel deur 45 ten opsigte van elke uur, of gedeelte daarvan, aldus gewerk.

(3) Ondanks die bepalings van subklousule (10), waar 'n werknemer in enige week sonder die toestemming van sy werkgewer gedurende enige van of al die gewone werkure van 'n gewone werkdag van die werk wegbly, kan sodanige gewone ure nie gewerk van die oortydure wat gedurende daardie week gewerk is, afgetrek word en sal betaling vir die ure wat so afgetrek word teen die werknemer se gewone uurloon geskied: Met dien verstande dat -

(i) indien die getal gewone werkure waartydens die werknemer in enige week afwesig is, die getal oortydure wat gewerk is oorskry, sal alle sodanige oortydure gewerk teen die werknemer se gewone uurloon betaal word; en

(ii) waar 'n werknemer met die toestemming van sy werkgewer, of vanweë siekte of omstandighede buite sy beheer, van werk afwesig is, is die bepalings van hierdie subklousule nie van toepassing nie en moet

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die oortydure gewerk teen die voorgeskrewe oortydskaal vir sy klas betaal word: Met dien verstande voorts dat 'n werkgewer in die geval van siekte as voorvereiste vir die betaling van oortyd 'n werknemer kan versoek om 'n mediese sertifikaat as bewys van die rede vir sy afwesigheid in te dien.

(4) 'n Werknemer wat ingevolge subklousule (3) gestraf word kan, mits hy grondige rede het, na die Raad appelleer wat na deeglike oorweging van al die feite betreffende sodanige straf, die appèl kan handhaaf of van die hand wys.

(5) Ondanks die bepalinge van subklousule (1) (a), kan 'n werkgewer deur 72 uur skriftelike kennisgewing aan 'n werknemer te gee-

(a) 'n werknemer wat oortyd werk betaal teen 'n skaal van minstens die gewone basiese loon vir oortyd gewerk en die werknemer minstens 30 minute tyd afgee teen volle besoldiging ten opsigte van oortyd betaalbaar teen een en 'n half maal sy uurloon, vir elke uur aldus gewerk; of

(b) die werknemer minstens 90 minute tyd afgee teen volle besoldiging ten opsigte van oortyd betaalbaar teen een en 'n half maal sy uurloon, vir elke uur aldus gewerk.

(6) 'n Werkgewer moet betaalde tyd af ingevolge klousule (5) binne 30 dae nadat die werknemer daarop geregtig word, toestaan, welke tydperk deur skriftelike ooreenkoms tot 52 weke verleng kan word.

(7) Betaalde tyd af in plaas van betaling vir oortyd gewerk mag nie gedurende enige tydperk waartydens 'n saamgeperste werkweek gewerk word, toegestaan word nie.

(8) 'n Werkgewer wat beoog om 'n skema van betaalde tyd af in plaas van betaling vir oortyd gewerk in te stel moet -

(a) die Sekretaris van die Raad onverwyld skriftelik van die beoogde datum van instelling en beraamde duur van die skema in kennis stel;

(b) afskrifte van alle kennisgewings ingevolge subklousule (5) aan werknemers uitgereik vir 'n tydperk van drie jaar bewaar;

(c) afskrifte van alle ooreenkomste ingevolge subklousule (6) aangegaan vir 'n tydperk van drie jaar bewaar; en

(d) 'n register byhou waarin uiteengesit word -

(i) die datums en oortydure wat deur elke werknemer betrokke by die skema gewerk is;

(ii) die berekening van betaalde tyd af aan elke werknemer verskuldig; en

(iii) die datums en tydperke van betaalde tyd af aan elke werknemer toegestaan.

(9) *Beperking van oortyd*: 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat nie om oortyd te werk vir langer as –

(a) 6 uur op enige dag, uitgesonder Saterdag: Met dien verstande dat die maksimum getal werkure op enige dag nie 15 mag oorskry nie, insluitende gewone werkure, oortydure en etenspouses in hierdie Ooreenkoms voorgeskryf; of

(b) 30 uur in enige week vanaf Maandag tot en met Saterdag, onderhewig aan die voorbehoudsbepaling in paragraaf (a):

Met dien verstande voorts dat die bepalings van hierdie subklousule nie ten opsigte van die verrigting van “nooddienste” soos in klousule 2 omskryf van toepassing is nie.

(10) *Berekening van oortyd*: (a) Oortyd ten opsigte van 'n weeklikse werknemer moet bereken word op die basis van die totale weeklikse oortyd gewerk, met 'n deel van 'n uur na bo of na onder afgerond tot die naaste volle halfuur.

(b) Oortyd ten opsigte van 'n afloswerknemer, of 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens, moet bereken word op die basis van die daaglikse totale oortyd gewerk, met 'n deel van 'n uur na bo of na onder afgerond tot die naaste volle halfuur: Met dien verstande dat oortyd ten opsigte van 'n afloswerknemer bereken moet word op die loon in klousule 12 (1) voorgeskryf, insluitende die bykomende premie van 10 persent.

9. SONDAGWERK

Wanneer daar ook al van 'n werknemer, inbegrepe 'n afloswerknemer en 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens, vereis word om op 'n Sondag te werk, moet hy betaal word teen minstens dubbel die uurloon voorgeskryf vir sy klas vir elke uur, of gedeelte daarvan, aldus gewerk: Met dien verstande dat –

- (i) hy vir ses ure betaal moet word, hetsy hy vir ses ure of minder gewerk het: Met dien verstande voorts dat indien 'n skof wat gewerk is op 'n Sondag en 'n ander dag val, die hele skof geag word op die Sondag gewerk te gewees het, tensy die grootste deel van die skof op sodanige ander dag gewerk is, in welke geval die hele skof geag word op sodanige ander dag gewerk te gewees het;
- (ii) in die geval van 'n afloswerknemer die loon waarop die betaling gebaseer word die bykomende premie van 10 persent in klousule 12 (1) voorgeskryf, moet insluit;
- (iii) ondanks die bepalings van subklousule (i), 'n werkgewer deur 72 uur skriftelike kennis aan 'n werknemer te gee, sodanige werknemer wat op 'n Sondag werk betaalde tyd af kan gee gelyk aan die verskil in waarde tussen die betaling werklik deur die werknemer ontvang vir sodanige werk en die

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betaling waarop hy ingevolge vermeldde subklousule geregtig is;

- (iv) 'n werkgewer betaalde tyd af ingevolge subklousule (iii) binne 30 dae nadat die werknemer daarop geregtig word, moet toestaan, welke tydperk deur skriftelike ooreenkoms tot 52 weke verleng kan word;
- (v) betaalde tyd af in plaas van betaling vir Sondagwerk nie gedurende enige tydperk waartydens 'n saamgeperste werkweek gewerk word, toegestaan mag word nie; en
- (vi) 'n werkgewer wat beoog om 'n skema van betaalde tyd af in plaas van betaling vir Sondagwerk in te stel -
 - (a) die Sekretaris van die Raad onverwyld skriftelik van die beoogde datum van inwerkingtreding en beraamde duur van die skema in kennis moet stel;
 - (b) afskrifte van alle kennisgewings ingevolge subklousule (iii) aan werknemers uitgereik vir 'n tydperk van drie jaar na uitreiking moet bewaar;
 - (c) afskrifte van alle ooreenkomste ingevolge subklousule (iv) aangegaan vir 'n tydperk van drie jaar moet bewaar; en
 - (d) 'n register moet byhou waarin uiteengesit word -
 - (aa) die datums en ure op Sondag gewerk deur elke werknemer betrokke by die skema;
 - (ab) die berekening van betaalde tyd af aan elke werknemer verskuldig; en
 - (ac) die datums en tydperke van betaalde tyd af aan elke werknemer toegestaan.

10. BETAALDE VAKANSIEWERK

- (1) *Vergoeding vir werk op betaalde vakansiedae:* (a) Indien 'n betaalde vakansiedag op 'n dag val waarop 'n werknemer, uitgesonder 'n afloswerknemer, gewoonlik sou werk, moet 'n werkgewer -
 - (i) 'n werknemer wat nie op die betaalde vakansiedag werk nie, minstens die loon betaal wat hy gewoonlik sou ontvang het vir werk op daardie dag; en
 - (ii) 'n werknemer wat op die betaalde vakansiedag werk -
 - (aa) minstens dubbel die bedrag in subparagraaf (i) bedoel; of
 - (ab) indien dit meer is, die bedrag in subparagraaf (i) bedoel plus die bedrag deur die werknemer verdien vir elke uur of gedeelte daarvan op daardie dag gewerk, betaal.
 - (b) 'n Afloswerknemer wat op 'n betaalde vakansiedag werk, moet ingevolge die bepalings van klousule 12 (7) betaal word.
- (2) Die bepalings van klousule 9 (iii) tot (vi) is *mutatis mutandis* van toepassing op 'n werknemer van wie dit vereis word of wat toegelaat word om op 'n betaalde vakansiedag te werk.

(3) Wanneer ook al 'n werknemer op 'n betaalde vakansiedag werk moet hy, benewens die skof wat ingevolge die voorbehoudsbepaling in die omskrywing van "skof" in klousule 2 gekrediteer moet word, met 'n verdere skof gekrediteer word.

(4) Geen werknemer mag daarop aandrang om op enige betaalde vakansiedag te werk.

(5) Wanneer ook al enige betaalde vakansiedag op 'n Sondag val, moet die daaropvolgende Maandag as 'n vakansiedag beskou word en wanneer ook al Welwillendheidsdag op 'n Maandag val, moet die daaropvolgende Dinsdag as 'n betaalde vakansiedag beskou word.

(6) Wanneer ook al enige betaalde vakansiedag binne die jaarlikse verloftydperk van 'n werknemer in klousule 19 (2) (a) of 20 (1) voorgeskryf, val, moet sy verloftydperk met een dag verleng word vir elke sodanige betaalde vakansiedag en moet hy, benewens die verlofgeld wat hom toekom, betaal word vir elke sodanige vakansiedag. In sodanige geval moet die werknemer ook met een skof gekrediteer word ten opsigte van elke sodanige betaalde vakansiedag vir die doeleindes van sy kwalifiseertydperk vir jaarlikse verlof gedurende die volgende jaar.

11. DEELTYDSE WERKNEMERS

(1) 'n Skriftelike dienskontrak waarin die vaste ure gespesifiseer word wat 'n deeltydse werknemer elke dag, week of maand na vereiste moet werk, moet tussen die werkgever en sodanige werknemer aangegaan word.

(2) Die minimum loon van 'n deeltydse werknemer moet bereken word as 'n gedeelte van die loon in klousule 7 voorgeskryf vir die klas werk deur sodanige werknemer verrig.

(3) Die getal deeltydse werknemers in diens van 'n werkgever mag gemiddeld nie 30 persent van sy gemiddelde maandelikse arbeidsmag oor enige tydperk van 12 maande oorskry nie.

(4) 'n Werkgever moet 'n deeltydse werknemer met vyf skofte per week krediteer, ondanks die getal dae of weke werklik gewerk, tensy die werknemer op enige dag waarop daar van hom vereis word om te werk afwesig is om redes nie in klousule 19 (5) vermeld nie.

(5) Vir die doeleindes van die berekening van bydraes tot die Verlofsoldyfonds, Vakansiesoldybonusfonds, Siektefonds en Raadsuitgawes verskuldig ingevolge klousules 19, 21, 22 en 32, onderskeidelik, moet die normale basiese weekloon van 'n deeltydse werknemer wat gemiddeld 15 of meer gewone ure per week werk soos volg bereken word:

$$\text{Normale basiese weekloon} = \frac{\text{Totale basiese loon betaalbaar vir maand}}{1} \times \frac{3}{13}$$

(6) Die normale basiese weekloon bereken ingevolge subklousule (5) moet aangedui word in die

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loonkolom van die maandelikse opgawe (Aanhangsel D) wat ingevolge die bepalings van hierdie Ooreenkoms by die Raad ingedien moet word.

(7) Die kategoriekode van elke deeltydse werknemer wat in die maandelikse opgawe (Aanhangsel D) ingeskryf moet word, moet deur "D" voorafgegaan word.

12. AFLOSWERKNEMERS

(1) 'n Werkgewer moet 'n afloswerknemer ten opsigte van elke dag gewerk minstens een vyfde van die weekloon voorgeskryf vir 'n werknemer van sy klas, plus 'n bykomende premie van 10 persent van sodanige loon, betaal en hom met 'n skof krediteer: Met dien verstande dat waar die werkgewer van sodanige werknemer vereis om vir 'n tydperk van minder as ses ure op enige dag te werk, hy geag sal word om vir ses ure te gewerk het.

(2) 'n Afloswerknemer mag nie vir langer as 144 skofte gedurende 'n tydperk van 52 weke in diens wees nie, tensy die status van 'n permanente werknemer aan hom verleen word en hy dienoooreenkomstig besoldig word.

(3) Sodra 'n afloswerknemer vir meer as 90 skofte gedurende 'n tydperk van 52 weke gewerk het, moet sy werkgewer sy loon verminder deur die 10 persent premie op lone in subklousule (1) voorgeskrif af te skaf, maar sodanige werknemer sal geregtig wees op die voordele voorgeskrif ingevolge klousules 19 (1) (a) (iii), 20 (2) (b), 21 (1) (a) (iii) en 22 (1) (a) (iii) van hierdie Ooreenkoms en klousule 7 (1) (d) van die Voorsorgfondsooreenkoms, afgesien van die Gebied waarin sy werkgewer se bedryfsinrigting geleë is.

(4) Die getal afloswerknemers in diens van 'n werkgewer mag gemiddeld nie 30 persent van sy gemiddelde maandelikse arbeidsmag oor enige tydperk van twaalf maande oorskry nie.

(5) 'n Werkgewer moet 'n afloswerknemer sy besoldiging in kontant betaal -

(i) onmiddellik met diensbeëindiging indien hy vir twee dae of minder gewerk het; of

(ii) op die gewone weeklikse betaaldag van die bedryfsinrigting indien sy diens beëindig word nadat hy vir langer as twee dae gewerk het.

(6) Die gewone werkure van 'n afloswerknemer mag nie nege op enige dag oorskry nie.

(7) 'n Werkgewer moet 'n afloswerknemer wat op 'n betaalde vakansiedag werk minstens dubbel die uurloon vir sy klas voorgeskrif vir elke uur of gedeelte daarvan gewerk, plus 'n bykomende premie van 10 persent van sodanige bedrag, betaal: Met dien verstande dat hy vir ses uur betaal moet word, hetsy hy vir ses uur lank of minder gewerk het: Met dien verstande voorts dat wanneer ook al 'n afloswerknemer vir enige tydperk werk wat -

(a) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n Sondag val; of

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(b) gedeeltelik op 'n betaalde vakansiedag en gedeeltelik op 'n gewone werkdag val, hy vir die doeleindes van hierdie subklousule geag word die hele tydperk op die dag waarop die grootste deel van sodanige werk verrig is, te gewerk het.

(8) 'n Afloswerknemer wat op 'n Sondag werk, moet ingevolge die bepalings van klousule 9 besoldig word.

(9) 'n Afloswerknemer wat op enige dag klasse werk verrig waarvoor verskillende lone in klousule 7 voorgeskryf word, moet teen die hoogste sodanige loon betaal word vir daardie dag, plus 'n bykomende premie van 10 persent van sodanige hoogste loon.

(10) Die bepalings van klousule 6 (1) (ii) is van toepassing op werkgewers van afloswerknemers.

(11) Die bepalings van klousule 32 is van toepassing op werkgewers van afloswerknemers.

(12) Oortyd ten opsigte van 'n afloswerknemer moet bereken word op die basis van die totale daaglikse oortyd gewerk, met 'n gedeelte van 'n uur na bo of na onder afgerond tot die naaste volle halfuur: Met dien verstande dat sodanige oortyd bereken moet word op die loon in subklousule (1) gespesifiseer, insluitende die bykomende premie van 10 persent.

(13) Die kategoriekode van elke afloswerknemer wat in die maandelikse opgawe (Aanhangsel D) ingeskryf moet word, moet deur "A" voorafgegaan word.

(14) Die totale getal skofte deur 'n afloswerknemer gedurende 'n maand gewerk, moet in die "Skofte Gewerk"-kolom van die maandelikse opgawe (Aanhangsel D) wat by die Raad ingedien moet word, ingeskryf word.

(15) Die totale basiese weekloon deur 'n afloswerknemer gedurende 'n maand verdien, insluitende die bykomende premie van 10 persent, moet in die loonkolom van die maandelikse opgawe (Aanhangsel D) wat by die Raad ingedien moet word, aangedui word.

13. KORTTYDWERK

In die B-Gebied, wanneer ook al die gewone werkure van 'n werknemer, uitgesonder 'n afloswerknemer of 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens, verminder word as gevolg van korttyd soos omskryf in klousule 2, kan 'n werkgewer 'n bedrag aftrek wat hoogstens gelyk is aan die werknemer se uurloon ten opsigte van elke uur van sodanige korttyd: Met dien verstande dat -

(i) sodanige aftrekking nie een derde van die werknemer se weekloon mag oorskry nie, ongeag die getal ure waarmee die gewone werkure aldus verminder word;

(ii) geen aftrekking in die geval van korttyd voortspruitende uit handelslapte of 'n tekort aan goedere wat vervoer moet word, gemaak mag word nie, tensy die werkgewer sy werknemer op die vorige werkdag

- kennis gee van sy voorneme om die gewone werkure te verminder; en
- (iii) geen aftrekking in die geval van korttyd weens ongere weer of die onklaarraking van voertuie, aanleg of masjinerie, of 'n instorting of dreigende instorting van geboue, ten opsigte van die eerste uur wat nie gewerk is nie, gemaak sal word nie, tensy die werkgever sy werknemer op die vorige werkdag kennis gee dat geen werk beskikbaar sal wees nie.

14. SEISOENWERK

- (1) Werknemers wat nie in die Suikerrietsektor, soos in klousule 2 omskryf, in diens is nie, maar wat binne die Suikervervoersector van die Padvagnywerheid en die omskrywing van "seisoenwerker (Suikervervoersector)" in klousule 2 val, moet retensiegeld vir die duur van die geenoestydperk ontvang gelyk aan 66,6 persent van hulle gewone basiese loon vir alle tydperke, uitgesonder jaarlikse verloftydperke, waartydens hulle nie verplig is om vir gewone diens aan te meld nie.
- (2) Werknemers moet, terwyl hulle retensiegeld ontvang, vir hulle gereed hou om met redelike kennisgewing vir gewone diens aan te meld.
- (3) Werknemers wat tydens die geenoestydperk vir gewone diens teruggeroep word en versuim om vir diens aan te meld, verbeur die retensiegeld in subklousule (1) voorgeskryf vir die tydperk waartydens hulle sonder toestemming afwesig is.
- (4) Werknemers moet die besoldiging in klousules 7, 8, 9, 10, 16 en 17 voorgeskryf ontvang vir alle tydperke waartydens hulle hul gewone werk verrig.

15. SUIKERRIETSEKTOR

- (1) Werknemers in diens in die Suikerrietsektor, soos in klousule 2 omskryf, en wat binne die omskrywing van "seisoenwerker (Suikervervoersector)" in klousule 2 val, moet retensiegeld vir die duur van die geenoestydperk, waartydens daar nie van hulle vereis word om vir gewone diens aan te meld nie, gelyk aan 66,6 persent van hulle gewone basiese loon vir die eerste 15 weke en 40 persent van sodanige loon daarna, ontvang: Met dien verstande dat die tydperk waartydens retensiegeld betaalbaar is, nie jaarlikse verlof insluit nie.
- (2) Werknemers moet, terwyl hulle retensiegeld ontvang, hulle gereed hou om met redelike kennisgewing vir gewone diens aan te meld.
- (3) Werknemers wat tydens die geenoestydperk vir gewone diens teruggeroep word en versuim om vir diens aan te meld, verbeur die retensiegeld in klousule (1) voorgeskryf vir die tydperk waartydens hulle sonder toestemming afwesig is.
- (4) Werknemers moet die besoldiging in klousules 7, 8, 9, 10 en 16 voorgeskryf ontvang vir alle tydperke

waartydens hulle hul gewone werk verrig.

(5) Werknemers wat 'n nagskof ooreenkomstig die omskrywing in klousule 2 werk, moet R9,50 vir elke sodanige skof ontvang: Met dien verstande dat waar twee verskillende skofte vir 'n nagskoftoelae kwalifiseer gedurende 'n 24 uur tydperk wat om middernag begin, slegs daardie werknemers wat die eerste skof gewerk het betaling van die nagskoftoelae sal ontvang.

(6) Werknemers wat vir 'n verblyftoelae kwalifiseer en sodanige toelae ontvang, kwalifiseer nie vir 'n nagskoftoelae nie.

(7) Gekonsolideerde toelae -

- (i) Werknemers moet 'n toelae van R100,00 per maand ontvang, betaalbaar maandeliks agterna, verreken teen enige skof-, verblyf-, behuisings-, rantsoen- of ander toelae van 'n verblyfaard aan sodanige werknemers betaal. Waar diens gedurende 'n maand begin of beëindig word, moet die gekonsolideerde toelae pro rata tot diens gedurende sodanige maand betaal word.
- (ii) Die totale nagskoftoelaes gedurende 'n maand deur 'n werknemer verdien moet verreken word teen die gekonsolideerde toelae tot 'n bedrag van R100,00 en enige oorblywende gekonsolideerde toelae of nagskoftoelae na sodanige verrekening moet aan die werknemer betaal word.

16. VERBLYFTOELAE

(1) 'n Werkgewer moet, benewens enige ander besoldiging verskuldig, 'n werknemer wat op enige rit onderneem in die uitvoer van sy pligte, van sy verblyfplek en sy werkgewer se bedryfsinrigting afwesig is vir enige tydperk wat verby die verpligte ruspouse strek van nege agtereenvolgende ure soos in klousule 5 (3) (i) voorgeskryf, 'n verblyftoelae betaal van minstens -

- (a) R13,00 vir elke sodanige tydperk van afwesigheid; en
- (b) R12,33 vir elk van die drie daaglikse etenspouses wat ingevolge subklousule (2) gedurende sodanige afwesigheid toegestaan moet word.

(2) Die drie daaglikse etenspouses in klousule 5 (2) voorgeskryf geld vyf-uurliks gereken vanaf die werkdag-aanvangstyd van 'n werknemer in subklousule (1) bedoel.

(3) 'n Werkgewer moet alle toelaes ingevolge subklousule (1) aan 'n werknemer verskuldig binne sewe dae na voltooiing van die rit waarop hulle betrekking het, betaal.

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(4) Waar 'n werknemer vereis word om 'n rit te onderneem waartydens hy vir 48 uur of langer ingevolge subklousule (1) afwesig sal wees, moet sy werkgever hom vooruit 'n toelaag betaal gebaseer op die verblyftoelaag ingevolge daardie subklousule aan hom betaalbaar ten opsigte van die beraamde duur van sodanige afwesigheid en die werknemer moet enige oorbetalings van sodanige toelaag by voltooiing van die rit aan die werkgever terugbetaal.

17. NAGSKOFTOELAE

(1) 'n Werknemer wat 'n nagskof soos in klousule 2 omskryf werk, moet R13,00 ontvang vir elke sodanige skof gewerk, verreken teen enige toelae reeds vir sodanige skof betaal, inbegrepe maar nie beperk nie tot enige toelae vir kos en huisvesting.

(2) 'n Werknemer wat vir 'n verblyftoelae kwalifiseer en sodanige toelae ontvang, is nie op 'n nagskoftoelae geregtig nie.

18. TYDELIKE WERKVERSKAFFINGSDIENSTE

(1) 'n Werknemer van 'n tydelike werkverskaffingsdiens wat vir tydperke van minder as twee maande aan een of meer kliënte voorsien word op 'n los-, nie-aaneenlopende en geleentheidsgrondslag, word geag 'n tydelike werknemer van sodanige tydelike werkverskaffingsdiens te wees.

(2) 'n Werknemer van 'n tydelike werkverskaffingsdiens wat op 'n deurlopende grondslag vir 'n tydperk van langer as twee maande aan een of meer kliënte voorsien word, word geag 'n gewone werknemer te wees en al die bepalings van hierdie Ooreenkoms is op sodanige werknemer van toepassing.

(3) Tensy uitdruklik andersins bepaal in 'n skriftelike kontrak tussen 'n tydelike werkverskaffingsdiens en sy tydelike werknemer, en onderhewig aan die verdere bepalings van hierdie klousule, word niks in hierdie Ooreenkoms vervat geag 'n tydelike werkverskaffingsdiens te belet om sy tydelike werknemer te verplig om werk van verskillende klasse waarvoor verskillende lone voorgeskryf word, te verrig nie.

(4) 'n Tydelike werknemer van 'n tydelike werkverskaffingsdiens wat gedurende 'n betaalweek in twee of meer werkkategorieë oortyd werk, moet oortyd betaal word teen een en 'n half maal sy uurloon ten opsigte van die totale getal ure aldus in elke kategorie gewerk: Met dien verstande dat 'n gedeelte van 'n uur na bo of na onder tot die naaste volle halfuur afgerond moet word.

(5) Indien 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens verplig word om op 'n Sondag of betaalde vakansiedag te werk, moet hy minstens dubbel die uurloon betaal word vir sy klas vir elke uur aldus gewerk: Met dien verstande dat hy vir minstens ses ure betaal moet word, ongeag of hy vir ses ure of minder gewerk het: Met dien verstande voorts dat indien 'n skof deur sodanige werknemer gewerk op 'n Sondag of 'n

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betaalde vakansiedag en 'n ander dag val, die volle skof geag word op die Sondag of betaalde vakansiedag, na gelang van die geval, gewerk te gewees het, tensy die grootste deel van die skof op die ander dag gewerk is, in welke geval die volle skof geag word op sodanige ander dag gewerk te gewees het.

(6) 'n Tydelike werknemer van 'n tydelike werkverskaffingsdiens sal 'n skof oploop indien een of meer gewone ure op 'n dag gewerk word.

(7) (a) Die totale getal skofte gedurende 'n maand deur 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens opgeloopt, moet in die maandelikse opgawe (Aanhangsel D) wat ingevolge klousule 32 deur 'n werkgever by die Raad ingedien moet word, aangedui word.

(b) Die kategoriekode van elke tydelike werknemer van 'n tydelike werkverskaffingsdiens wat in die maandelikse opgawe (Aanhangsel D) ingeskryf moet word, is "T".

(8) 'n Gewone werknemer van 'n tydelike werkverskaffingsdiens sal skofte oploop ooreenkomstig die omskrywing van "skof" in klousule 2 en die tydelike werkverskaffingsdiens sal, afhangende van die Gebied waarin sy bedryfsinrigting geleë is, waar die werknemer in diens is, verplig word om bydraes te betaal en maandelikse opgawes (Aanhangsel D) in te dien ingevolge klousules 19 (1) (c), 21 (1) (c), 22 (1) (c), 30 (4), 31 (1) (a) and 32 (2) hiervan en klousule 7 (1) van die Voorsorgfondsooreenoms.

(9) 'n Tydelike werkverskaffingsdiens en sy kliënt is, kragtens artikel 198 van die Wet, gesamentlik en afsonderlik aanspreeklik indien die tydelike werkverskaffingsdiens die bepalings van hierdie Ooreenoms oortree ten opsigte van enige van sy werknemers aan sodanige kliënt voorsien.

(10) 'n Tydelike werkverskaffingsdiens moet die bepalings van klousule 32 (1) (a) nakom deur die bedrag van 0,4 persent daarin vermeld van die totale werklike basiese loon in enige week deur sy tydelike werknemer verdien, te bereken. Die totale werklike basiese loon deur sodanige werknemer gedurende 'n maand verdien moet in die loonkolom van die maandelikse opgawe (Aanhangsel D) wat ingevolge klousule 32 elke maand by die Raad ingedien moet word, aangedui word.

(11) Die dienskontrak van 'n werknemer van 'n tydelike werkverskaffingsdiens word geag weekliks te wees, tensy die werknemer 'n tydelike werknemer van sodanige tydelike werkverskaffingsdiens is, in welke geval die kontrak geag word daagliks te wees.

(12) Die bepalings van klousule 7 (2) is nie van toepassing op 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens nie.

(13) Dit is nie verpligtend dat die werkure van 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens aaneenlopend moet wees nie.

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(14) *Verlofsoldyfonds*: 'n Tydelike werkverskaffingsdiens kan, in plaas van die bydraes verskuldig ingevolge klousule 19 (1) (a), aan elkeen van sy tydelike werknemers 'n bedrag betaal bereken volgens die volgende formule vir elke gewone werkuur in elke werkkategorie:

$$\frac{25}{100} \times \frac{\text{Totale basiese loon vir week}}{195}$$

(15) *Vakansiesoldybonusfonds*: 'n Tydelike werkverskaffingsdiens kan, in plaas van die bydraes verskuldig ingevolge klousule 21 (1) (a), aan elkeen van sy tydelike werknemers 'n bedrag betaal bereken volgens die volgende formule vir elke gewone werkuur in elke werkkategorie:

$$\frac{25}{100} \times \frac{\text{Totale basiese loon vir week}}{195}$$

(16) *Siektefonds*: In die A-Gebied kan 'n tydelike werkverskaffingsdiens, in plaas van die bydraes verskuldig ingevolge klousule 22 (1) (a), aan elkeen van sy tydelike werknemers 'n bedrag betaal bereken volgens die volgende formule vir elke gewone werkuur in elke werkkategorie:

$$\frac{\text{Totale basiese loon vir week}}{45} \times \frac{2}{195}$$

(17) 'n Tydelike werknemer van 'n tydelike werkverskaffingsdiens wat in twee of meer werkkategorieë gedurende 'n betaalweek werk, moet betaal word teen minstens die minimum loon in klousule 7 voorgeskrif vir die ure werklik in elke kategorie gewerk.

(18) Bepalings betreffende die beëindiging van 'n dienskontrak van 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens wat aan 'n kliënt voorsien word, moet in die dokument wat aan die werknemer oorhandig word wanneer hy aan die kliënt toegewys word, vervat wees.

(19) Die bepalinge van klousules 1, 1A, 3, 36, 45 en 47 van hierdie Ooreenkoms is van toepassing op die kliënt van 'n tydelike werkverskaffingsdiens wat binne die Raad se geregistreerde bestek val asof hy 'n werkgever is.

19. VERLOFSOLDYFONDS

In die A-Gebied -

(1) (a) Die Verlofsoldyfonds ingestel kragtens Goewermmentskennisgewing No. R. 41 van 15 Januarie 1971 word hierby voortgesit. Elke werkgever moet teen nie later nie as die 20ste dag van elke maand ten opsigte van elke werknemer wat die vorige maand in sy diens was, vir elke voltooide 21-skof-siklus gewerk of opgeloop, 'n bedrag gelyk aan 25 persent van die gewone basiese weekloon deur die werknemer verdien toe die 21ste skof voltooi is of opgeloop het, as bydraes tot die Verlofsoldyfonds betaal.

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- (i) 'n Tydelike werkverskaffingsdiens kan, in plaas van die bydraes verskuldig ingevolge paragraaf (a), aan elkeen van sy tydelike werknemers 'n bedrag betaal gebaseer op die volgende formule vir elke gewone werkuur in elke werkkategorie:

$$\frac{25}{100} \times \frac{\text{Totale basiese loon vir week}}{195}$$

- (ii) 'n Werkgewer van -

(aa) 'n deeltydse werknemer wat vir minder as 15 uur per week werk; of

(ab) 'n afloswerknemer wat vir langer as 90 dae in 'n tydperk van 52 weke in diens

was,

moet, in plaas van die bydraes verskuldig ingevolge paragraaf (a), 'n bedrag aan sodanige werknemer betaal gebaseer op die formule in subparagraaf (i) vir elke uur, of gedeelte daarvan, gewerk.

- (iii) 'n Werkgewer van 'n deeltydse werknemer wat gemiddeld 15 of meer gewone ure per week werk moet, ten opsigte van die bydraes betaalbaar ingevolge paragraaf (a), die berekening baseer op die werknemer se normale basiese weekloon deur die volgende formule te gebruik:

$$\text{Normale basiese weekloon} = \frac{\text{Totale basiese weekloon betaalbaar vir maand}}{1} \times \frac{3}{13}$$

- (b) Tekortkomende skofte, synde skofte gedurende 'n maand gewerk wat minder is as 21, of skofte gewerk of opgeloopte gedurende 'n maand wat meer is as die 21-skof-siklusse in paragraaf (a) bedoel, moet oorgedra word na die daaropvolgende maand.

(c) 'n Werkgewer moet die bydraes ingevolge paragraaf (a) verskuldig by die Hoofkantoor van die Raad te Vyfde Verdieping, Road Freight House, De Kortestraat 31, Braamfontein, Johannesburg, betaal en ook 'n maandelikse opgawe met die besonderhede in die vorm deur die Raad vir hierdie doel gespesifiseer (Aanhangsel D), insluitende elke werknemer se volle name, van, geboortedatum en identiteitsnommer, teen nie later nie as die 20ste dag van die daaropvolgende maand by die Sekretaris van die Raad by dieselfde adres, indien.

(d) 'n Werkgewer moet, ten opsigte van 'n werknemer wat ontslaan is of wat sy diens verlaat voordat hy vir jaarlikse verlof ingevolge subklousule 2 (a) gekwalifiseer het en ten opsigte van wie bydraes ingevolge hierdie klousule verskuldig is, 'n Pro Rata Opgeloopte Skofaanwas-adviesbewys in die vorm deur die Raad vir hierdie doel gespesifiseer (Aanhangsel E) in drievoud invul en een afskrif in sy besit behou, een afskrif binne 24 uur na die diensbeëindiging van die werknemer aan die Sekretaris van die Raad, Privaatsak X69, Braamfontein, 2017, versend en die oorblywende afskrif aan die werknemer oorhandig.

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(e) 'n Werkgewer moet 'n werknemer wat vir jaarlikse verlof gekwalifiseer het, krediteer met 15 skofte ten opsigte van die tydperk waartydens hy met jaarlikse verlof is.

(2) (a) Drie agtereenvolgende weke jaarlikse verlof moet aan alle werknemers wat 252 skofte by 'n werkgewer voltooi het sedert die datum van hulle indiensneming, of sedert die datum waarop hulle vorige jaarlikse verlof laas verskuldig geword het, na gelang van die geval, toegestaan word, en hulle moet met 15 skofte gekrediteer word ten opsigte van die tydperk waartydens hulle met jaarlikse verlof is.

(b) Die tydperk van verlof in paragraaf (a) bedoel, mag nie met enige tydperk saamval waartydens 'n werknemer militêre diens ingevolge die Verdedigingswet, 1957, ondergaan nie.

(c) Geen werknemer mag sy gewone werk tydens sy tydperk van jaarlikse verlof verrig nie en geen werkgewer mag 'n werknemer verplig of hom toelaat om enige werk in die Nywerheid tydens sodanige tydperk van verlof te verrig nie.

(d) Teen enige tydperk van jaarlikse verlof kan 'n werkgewer alle dae betaalde geleentheidsverlof verreken wat aan sy werknemer op die werknemer se eie versoek toegestaan is gedurende die jaar of jaarlikse skof-siklus wat onmiddellik die datum voorafgaan waarop sodanige werknemer op sodanige jaarlikse verlof geregtig word: Met dien verstande dat hoogstens een week van sodanige geleentheidsverlof verreken mag word teen jaarlikse verlof in enige jaar of skof-siklus. Betaling aan 'n werkgewer ter vergoeding van betaalde geleentheidsverlof aan 'n werknemer toegestaan, moet deur die Raad gemaak word by voorlegging van bewys van betaling deur die werkgewer wanneer 'n aansoek ingevolge subklousule (8) ontvang word.

(3) Jaarlikse verlof word verskuldig sodra 'n werknemer die kwalifiserende aantal skofte voorgeskryf in subklousule (2) (a) voltooi het, maar kan vroeër of later geneem word indien -

- (i) die vereistes van die werkgewer se besigheid dit noodsaak; of
- (ii) die werkgewer en die werknemer dienooreenkomstig skriftelik ooreenkom:

Met dien verstande dat jaarlikse verlof nie langer as twee maande voor of na die vervaldatum geneem mag word nie.

(4) Jaarlikse verlof mag nie met enige tydperk waartydens 'n werknemer kennis werk, saamval nie.

(5) Diens sal geag word skofte in te sluit wat verloor is tydens 'n werknemer se afwesigheid -

- (a) met verlof ingevolge subklousule (2) (a) vir 'n tydperk van hoogstens 15 skofte per jaar, of sodanige aantal as waarop hy geregtig mag wees;
- (b) in opdrag of op versoek van sy werkgewer vir 'n tydperk van hoogstens 21 skofte per jaar;
- (c) met familieverantwoordelikhedsverlof;

- (d) met studieverlof; of
- (e) met siekteverlof wat in totaal hoogstens 24 skofte in enige tweejaarsiklus beloop, en vir die doeleindes hiervan word diens geag te begin het -
 - (i) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Ooreenkoms ingevolge enige loonreëlende maatregel op jaarlikse verlof geregtig geword het, vanaf die datum waarop hy laas op sodanige verlof geregtig geword het; of
 - (ii) in die geval van enige ander werknemer, vanaf die datum van diensaanvaarding by sy werkgever.
- (6) Geen aftrekkings van verlofgeld mag ter verrekening van enige bedrag deur 'n werknemer aan 'n werkgever verskuldig, gemaak word nie.
- (7) 'n Werkgever moet alle tydperke van verlof van 'n werknemer in sy loon- of verlofregister opteken.
- (8) *Jaarlikse verlofsoldybetalings:* (a) 'n Werkgever moet -
 - (i) minstens 15 dae voor die voltooiing van 'n werknemer se jaarlikse verlofkwalifiseertydperk in subklousule (2) (a) voorgeskryf, 'n Verlofsoldybewys in die vorm deur die Raad vir hierdie doel gespesifiseer (Aanhangsel F) in drievoud voltooi en een afskrif in sy besit hou, een afskrif aan die Sekretaris van die Raad, Privaatsak X69, Braamfontein, 2017, versend en die oorblywende afskrif vir eisdoeleindes aan die werknemer oorhandig; en
 - (ii) minstens 15 dae voor die voltooiing van 'n werknemer se jaarlikse verlofkwalifiseertydperk in subklousule (2) (a) voorgeskryf, enige agterstallige verlofsoldybydraes aan die Verlofsoldyfonds verskuldig ten opsigte van sodanige werknemer tot en met die datum waarop hy op jaarlikse verlof geregtig word, aan die Sekretaris van die Raad, Privaatsak X69, Braamfontein, 2017, versend.
- (b) Die Raad moet, onderhewig aan die beskikbaarheid van fondse tot die krediet van 'n werknemer, op aansoek, aan sodanige werknemer wat die jaarlikse verlofkwalifiseertydperk in subklousule (2) (a) voorgeskryf voltooi het, 'n bedrag betaal gelyk aan die Verlofsoldyfondsbydraes deur die Fonds ontvang gedurende die vermelde kwalifiseertydperk vir sodanige werknemer vir sy klas werk.
- (9) *Opgelope of pro rata-verlofsoldybetalings:* (a) (i) 'n Werknemer wat ontslaan word, of wat sy diens verlaat, ooreenkomstig die bepalinge van klousule 27 voordat hy ingevolge subklousule (2) (a) vir jaarlikse verlof gekwalifiseer het, is geregtig op opgelope verlofsoldy gelyk aan 25 persent van sy werklike weekloon vir elke voltooide 21-skof-siklus van diens gereken vanaf die datum van diensaanvaarding by die werkgever of vanaf die datum van sy laaste jaarlikse verlof.

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(ii) Opgelope verlofsoldy aan 'n werknemer verskuldig ingevolge subparagraaf (i) moet nie aan sodanige werknemer oorhandig word of deur hom aanvaar word nie, maar moet onverwyld met diensbeëindiging aan die Sekretaris van die Raad, Privaatsak X69, Braamfontein, 2017, betaal word.

(iii) In die geval waar 'n werkgewer, teenstrydig met die bepalinge van subparagraaf (ii) hierbo of subklousule (8) (ii), opgelope verlofsoldy aan 'n werknemer betaal, sal dit hom nie kwytsteld van sy verpligting om die bedrag aan die Raad te betaal nie en sal skuldverrekening nie toegelaat word nie.

(b) Opgelope verlofsoldy namens 'n werknemer aan die Raad betaal ingevolge paragraaf (a) (ii) moet op aansoek aan hom betaal word by verstryking van vier weke na sy ontslag of nadat hy sy diens in die Nywerheid verlaat het, na gelang van die geval.

(c) Opgelope verlofsoldy in die Raad se besit namens 'n werknemer wat afgedank word of om gesondheidsredes of enige ander ongeskiktheid nie sy werk kan voortsit nie, moet onmiddellik aan die werknemer betaal word en opgelope verlofsoldy betaalbaar in die geval van die dood van 'n werknemer moet onmiddellik in sy boedel gestort word.

(d) Enige opgelope of pro rata verlofsoldy wat ingevolge paragraaf (a) (ii) aan die Raad betaal moet word, moet bereken word nadat die werknemer gekrediteer is met skofte pro rata tot die verloftydperk waarop hy ingevolge subklousule (2) (a) geregtig sou gewees het, ooreenkomstig die volgende formule:

Getal skofte wat gekrediteer moet word = $\frac{X}{12} \times \frac{15}{1}$ waar X = die getal voltooid 21-skof-siklusse sedert diensaanvaarding of sedert aanvang van die laaste verloftydperk

(10) *Bankrekening:* Alle bedrae aan die Verlofsoldyfondse betaal, moet in 'n spesiale bankrekening wat vir en in die naam van die Verlofsoldyfondse bedryf word, gestort word.

(11) *Belegging van fondse:* Alle gelde van die Verlofsoldyfondse wat nie vir onmiddellike gebruik benodig word nie, kan van tyd tot tyd deur die Raad ingevolge artikel 53 (5) van die Wet belê word.

(12) Inkomste op beleggings verdien, val die Raad direk toe ter vergoeding van uitgawes deur die Raad namens die Fonds aangegaan.

(13) *Verbeuring van onopgeëiste verlofsoldyfondshydraes:* Vyf jaar na die datum van ontvangs daarvan word alle bedrae wat ingevolge subklousule (1) (a) vir 'n werknemer as hydraes tot die Verlofsoldyfondse aan die Raad betaal is, indien onopgeëis of andersins wettiglik oor beskik, aan die algemene fondse van die Raad verbeur.

(14) 'n Geregistreerde ouditeur, wie se fooie deur die Raad bepaal word, moet jaarliks deur die Raad aangestel word en moet die rekeninge van die Verlofsoldyfondse minstens een keer per jaar ouditeer en 'n staat opstel wat alle gelde toon wat ontvang is en alle uitgawes wat aangegaan is onder alle hoofde gedurende die twaalf

maande geëindig 28/29 Februarie van die voorafgaande jaar, tesame met 'n balansstaat wat die bates en laste van die Fonds op daardie datum toon. Die geouditeerde staat en balansstaat, mede-onderteken deur die Voorsitter van die Raad, tesame met enige verslag daaroor deur die ouditeur, moet ter insae by die kantore van die Raad beskikbaar wees en ware afskrifte daarvan moet binne drie maande na die vervaldatum van die tydperk daardeur gedek, aan die Registrateur van Arbeidsverhoudinge versend word.

(15) (a) In die geval van die onthinding van die Raad, of waar die Raad tydens die geldigheidsduur van hierdie Ooreenkoms ophou om te funksioneer, kan die Registrateur van Arbeidsverhoudinge 'n komitee aanstel bestaande uit 'n gelyke getal verteenwoordigers van werkgewers en werknemers in die Nywerheid om die Verlofsoldyfonds te administreer.

(b) Enige vakatures wat op die komitee ontstaan, kan deur die Registrateur van Arbeidsverhoudinge gevul word vanuit verteenwoordigers van werkgewers of werknemers in die Nywerheid, na gelang van die geval. Waar die komitee nie in staat is om sy pligte te vervul nie, of onwillig is om dit te doen, kan die Registrateur een of meer trustees aanstel om die Fonds te administreer. Die komitee, of trustee of trustees aldus aangestel, beskik oor die bevoegdhede aan die Raad opgedra om die Fonds te administreer. Indien die Raad by verstryking van hierdie Ooreenkoms nie meer bestaan nie, moet die Fonds deur die dienende komitee of trustee of trustees geadministreer word en enige bedrag wat tot die krediet van die Fonds oorbly, moet ingevolge artikel 59 (5) van die Wet verdeel word asof dit deel uitgemaak het van die algemene fondse van die Raad.

(16) Indien -

(a) die Raad verkeerdelik verlofsoldy aan 'n werknemer of 'n werkgewer betaal as gevolg van die werkgewer se versuim om aan enige van die bepalings van hierdie Ooreenkoms te voldoen, of as gevolg van 'n fout deur die werkgewer; of

(b) die Raad verkeerdelik verlofsoldy aan 'n werkgewer betaal as gevolg van 'n fout, kan die Raad hom beroep op die bepalings van die Vrystellings en Geskilbeslegtings Kollektiewe Ooreenkoms ten einde die bedrag verkeerdelik betaal te verhaal. Daarbenewens sal die werkgewer aanspreeklik wees vir alle koste deur die Raad aangegaan ter verhaling van die bedrag.

20. JAARLIKSE VERLOF

In die B-Gebied -

(1) Drie agtereenvolgende weke jaarlikse verlof moet toegestaan word aan alle werknemers wat 252 skofte by 'n werkgewer voltooi het sedert die datum van hulle indiensneming of sedert die datum waarop hulle

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laas op jaarlikse verlof geregtig geword het, na gelang van die geval: Met dien verstande dat -

- (i) in die geval van 'n werknemer wat op vyf dae per week werk sodanige verlof nie 15 werkdag mag oorskry nie; en
- (ii) in die geval van 'n werknemer wat op ses dae per week werk sodanige verlof nie 18 werkdag mag oorskry nie.

(2) (a) 'n Werkgewer moet 'n werknemer ten opsigte van die verlof in klousule (1) voorgeskryf nie minder betaal nie as drie maal die gewone basiese weekloon wat die werknemer onmiddellik voor die aanvangsdatum van sy verlof ontvang het.

(b) 'n Werkgewer van 'n afloswerknemer wat vir meer as 90 dae in 'n tydperk van 52 weke in diens was moet, benewens sy loon, aan sodanige werknemer 'n bedrag betaal gebaseer op die volgende formule vir elke gewone uur, of gedeelte daarvan, ingesluit by die berekening van sy loon:

$$\frac{25}{100} \times \frac{\text{Totale basiese loon vir week}}{195}$$

(c) 'n Tydelike werkverskaffingsdiens kan, in plaas van die betaling verskuldig ingevolge paragraaf (a), aan elkeen van sy tydelike werknemers 'n bedrag betaal gebaseer op die volgende formule vir elke gewone werkuur in elke werkkategorie:

$$\frac{25}{100} \times \frac{\text{Totale basiese loon vir week}}{195}$$

(3) Die verlof voorgeskryf in subklousule (1) moet toegestaan en geneem word op 'n tyd deur die werkgewer bepaal: Met dien verstande dat -

(a) indien sodanige verlof later toegestaan en geneem moet word, dit behoudens die bepalings van subklousule (4) toegestaan en geneem moet word sodat dit binne 17 weke na voltooiing van die kwalifiserende tydperk van diens waarop dit ingevolge subklousule (1) betrekking het, 'n aanvang neem, of, indien die werknemer voor die verstryking van die vermelde tydperk van 17 weke skriftelik daartoe ingestem het, vanaf 'n datum nie later nie as 60 dae na die verstryking van die vermelde tydperk van 17 weke;

(b) die tydperk van verlof nie mag saamval nie met enige tydperk -

- (i) van siekteverlof ingevolge klousule 23;
- (ii) waartydens die werknemer kennis uitdien ingevolge klousule 27; of
- (iii) waartydens die werknemer militêre diens verrig;

(c) 'n werkgewer alle dae betaalde geleentheidsverlof wat op skriftelike versoek van sy werknemer gedurende die dien tydperk waarop die jaarlikse verlof betrekking het aan sodanige werknemer toegestaan is, teen sodanige jaarlikse verlof kan verreken;

(d) wanneer 'n werkgever van sy werknemer vereis om verlof te neem voor die verstryking van die kwalifiserende dienstydpark waarop sodanige verlof ingevolge subklousule (1) betrekking het, moet die werkgever die volle oploophare verlof vir sodanige kwalifiserende dienstydpark aan so 'n werknemer toestaan en, met inagneming van enige verhogings ingevolge klousule 7, sodanige werknemer ten opsigte van sodanige verlof nie minder nie betaal as die bedrag waarop hy geregtig sou gewees het op die datum waarop sodanige verlof hom normaalweg sou toegeval het: Met dien verstande voorts dat indien sodanige werknemer se diens voor die verstryking van die kwalifiserende dienstydpark ten opsigte waarvan die verlof hieringevolge toegestaan is, eindig, die werkgever die verskil tussen die bedrag hieringevolge aan die werknemer betaal en die bedrag waarop hy geregtig sou gewees het by beëindiging van sy diens ingevolge subklousule (6) indien die verlof nie aan hom toegestaan was nie, kan verreken teen enige besoldiging verskuldig aan die werknemer by diensbeëindiging.

(4) (a) Op skriftelike versoek van sy werknemer kan 'n werkgever toelaat dat verlof oor 'n tydperk van hoogstens twee jare diens oloop: Met dien verstande dat -

(i) die versoek deur sodanige werknemer gerig word nie later nie as 17 weke na verstryking van die eerste tydperk van 52 weke diens waarop die verlof betrekking het; en

(ii) die werkgever die datum van ontvangs van die versoek op die versoek aanbring en dit onderteken die werkgever die versoek vir 'n tydperk van minstens drie jaar bewaar.

(b) Subklousule (3) is *mutatis mutandis* van toepassing op die verlof in hierdie subklousule bedoel.

(5) Betaling ten opsigte van die verlof voorgeskryf in subklousule (1), saamgelees met subklousule (4), moet gemaak word nie later nie as die laaste werkdag voor die aanvang van die verlof of, op skriftelike versoek van die werknemer, nie later nie as die eerste betaaldag na afloop van die verlof.

(6) 'n Werknemer wie se diens gedurende enige dienstydpark eindig voordat die verloftydperk voorgeskryf in subklousule (1), saamgelees met subklousule (4), ten opsigte van sodanige dienstydpark opgeloopt het, moet by sodanige diensbeëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, 'n bedrag van minstens een kwart van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het, betaal word ten opsigte van elke voltooië siklus van 21 skofte: Met dien verstande dat -

(i) 'n werkgever 'n eweredige aftrekking kan maak ten opsigte van verlof ingevolge subklousule (3) (c) aan 'n werknemer toegestaan; en

(ii) 'n werknemer wat sy diens verlaat sonder om die tydperk van kennis voorgeskryf in klousule 27 te gee en uit te gediën het, behoudens die bepalings van klousule 27 (3) (a), daarop geregtig is om

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betaling ingevolge hierdie subklousule te eis slegs ten opsigte van sodanige opgelope verlofsoldy as wat die bedrag oorskry wat hy ingevolge klousule 27 (1) of (2), na gelang van die geval, aan sy werkgever verbeur, tensy die werkgever sodanige kennisgewing laat vaar het of die werknemer die werkgever met of voor sodanige diensbeëindiging betaal het in plaas van sodanige kennisgewing.

(7) Vir die doeleindes van hierdie klousule word die uitdrukkinge "*diens*" en "*dienstydperk*" geag in te

sluit -

(i) enige tydperk ten opsigte waarvan 'n werkgever 'n werknemer betaal of 'n werknemer 'n werkgever betaal in plaas van kennis te gee ingevolge klousule 27;

(ii) enige tydperk wat in totaal gedurende enige tydperk van 52 weke nie 17 weke oorskry nie waartydens 'n werknemer afwesig is -

(a) met verlof ingevolge hierdie klousule;

(b) met siekteverlof ingevolge klousule 23;

(c) op versoek van sy werkgever;

(d) met die toestemming of kondonering van sy werkgever;

(e) met studieverlof ingevolge klousule 24;

(f) met familieverantwoordelikhedsverlof ingevolge klousule 25;

(g) met kraamverlof ingevolge klousule 26; of

(h) om enige ander rede wat nie met sy dienskontrak strydig is nie; en

(iii) enige tydperk waartydens 'n werknemer afwesig is met militêre diens: Met dien verstande dat 'n werknemer nie meer as 17 weke sodanige militêre diens gedurende enige tydperk van 52 weke as diens kan eis nie,

en diens word geag te begin het -

(a) in die geval van 'n werknemer wat, voor die inwerkingtreding van hierdie Ooreenkoms, ingevolge enige wet op 'n tydperk van jaarlikse verlof geregtig was, op die datum waarop hy laas ingevolge sodanige wet op verlof geregtig geword het;

(b) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Ooreenkoms in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nog nie ingevolge sodanige wet op 'n tydperk van verlof geregtig geword het nie, op die aanvangsdatum van sodanige diens; en

(c) in die geval van enige ander werknemer, op die datum waarop hy in sy werkgever se diens getree het, of op die datum van inwerkingtreding van hierdie Ooreenkoms, watter ook al later mag wees.

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(8) (a) Ondanks enige andersluidende bepalinge in hierdie klousule vervat, kan 'n werkgewer, vir die doeleindes van jaarlikse verlof, te eniger tyd maar hoogstens een keer gedurende enige tydperk van 12 maande, sy bedryfsinrigting vir 21 agtereenvolgende dae sluit of 'n bedrywigheid vir 21 agtereenvolgende dae opskort en in sodanige geval moet hy sy werknemer ingevolge subklousule (2) of ingevolge paragraaf (c) hiervan, na gelang van die geval, besoldig.

(b) Wanneer ook al 'n betaalde vakansiedag op 'n dag val wat andersins 'n gewone werkdag vir 'n werknemer sal wees en sodanige betaalde vakansiedag binne die geslote of opgeskorte tydperk in paragraaf (a) bedoel, val, moet 'n verdere werkdag by die vermelde geslote of opgeskorte tydperk van verlof bygevoeg word en moet die werknemer minstens sy dagloon vir elke sodanige dag wat bygevoeg word, betaal word.

(c) 'n Werknemer wat, op die datum waarop die bedryfsinrigting of bedrywigheid waarin hy werksaam is gesluit of opgeskort word, nie op die volle jaarlikse verloftydperk in subklousule (1) voorgeskryf geregtig is nie, moet, ten opsigte van enige verlof aan hom verskuldig, op die grondslag in subklousule (6) uiteengesit deur sy werkgewer besoldig word en vir die doeleindes van jaarlikse verlof daarna word sy diens geag te begin het op die datum van sodanige sluiting van die bedryfsinrigting of sodanige opskorting van die bedrywigheid, na gelang van die geval.

21. VAKANSIESOLDYBONUSFONDS

(1) (a) Die Vakansiesoldybonusfonds ingestel kragtens Goewermentskennisgewing No. R. 41 van 15 Januarie 1971, word hierby voortgesit, en vir die doeleindes van hierdie klousule beteken "werknemer" 'n werknemer in klousule 7 (1) (a) gekategoriseer. Elke werkgewer moet teen nie later nie as die 20ste dag van elke maand ten opsigte van elke werknemer wat die vorige maand in sy diens was en wat 21 skofte voltooi het, 'n bedrag gelyk aan 25 persent van die minimum weekloon in klousule 7 (1) (a) voorgeskryf vir die klas waarin sodanige werknemer in diens is, soos in die volgende bydraetabel uiteengesit, as bydraes tot die Vakansiesoldybonusfonds betaal:

Graad	Klas	Bydrae
1	Algemene werker, Algemene werker, herstelwinkel, Verpakker/laaier graad I, Sekuriteitswag	R96,00
2	Motorfiets-/Motordriewieldrywer, Ligte motorvoertuigdrywer, Nasiener graad I, Laaigraafbediener graad II, Bediener van 'n mobiele hystoestel graad II, Verpakker/laaier graad II	R109,10
3	Medium motorvoertuigdrywer, Ambagsman-assistant, Bediener van 'n bokkraan graad I, Bediener van 'n mobiele hystoestel graad I, Nasiener graad II, Laaigraafbediener graad I, Bediener van 'n bokkraan graad II, Magasynman (Werkwinkel), Spanleier	R134,50
4	Swaar motorvoertuigdrywer, Ekstra swaar motorvoertuigdrywer, Versendigsmerk	R149,10
5	Ultraswaar motorvoertuigdrywer, Halfgeskoolde ambagsman, Magasynman (Pakhuis)	R170,50
6	Veiligheidsbeampte, graad C	R225,70
	Veiligheidsbeampte, graad B	R228,90
	Veiligheidsbeampte, graad A	R228,90

Met dien verstande dat waar 'n werkgewer, voor die datum van inwerkingtreding van hierdie Ooreenkoms, uit eie beweging 'n jaarlikse of vakansiebonus aan enige klas werknemer in bostaande bydraetabel vermeld betaal het, hy sodanige jaarlikse of vakansiebonus kan verminder met 'n bedrag gelyk aan die totaalbedrag van die maandelikse bydraes ingevolge hierdie subklousule aan die Raad betaal ten opsigte van daardie klas werknemer vir die ooreenstemmende tydperk.

- (i) 'n Tydelike werkverskaffingsdiens kan, in plaas van die bydraes verskuldig ingevolge paragraaf (a), aan elkeen van sy tydelike werknemers 'n bedrag betaal gebaseer op die volgende formule vir elke gewone uur gewerk in elke werkkategorie:

$$\frac{25}{100} \times \frac{\text{Totale basiese loon vir week}}{195}$$

- (ii) 'n Werkgewer van -

(aa) 'n deeltydse werknemer wat vir minder as 15 gewone ure per week werk; of

(ab) 'n afloswerknemer wat vir meer as 90 dae in 'n tydperk van 52 weke in diens was, moet, in plaas van die bydraes verskuldig ingevolge paragraaf (a), 'n bedrag gebaseer op die formule in subparagraaf (i) aan sodanige werknemer betaal vir elke uur, of gedeelte daarvan, gewerk.

- (iii) 'n Werkgewer van 'n deeltydse werknemer wat gemiddeld 15 of meer gewone ure per week werk moet, ten opsigte van die bydraes betaalbaar ingevolge paragraaf (a), die berekening baseer op die werknemer se gewone basiese weekloon deur die volgende formule te gebruik:

$$\text{Gewone basiese weekloon} = \frac{\text{Totale basiese weekloon verskuldig vir maand}}{1} \times \frac{3}{13}$$

(b) Tekortkomende skofte, synde skofte gedurende 'n maand gewerk wat minder is as 21, of skofte gewerk of opgeloopt gedurende 'n maand wat meer is as die 21-skof-siklusse in paragraaf (a) bedoel, moet oorgedra word na die daaropvolgende maand.

(c) 'n Werkgewer moet die bedrag in paragraaf (a) bedoel by die Hoofkantoor van die Raad te Vyfde Verdieping, Road Freight House, De Kortestraat 31, Braamfontein, Johannesburg, betaal en moet ook, teen nie later nie as die 20ste dag van die daaropvolgende maand, 'n maandelikse opgawe (Aanhangsel D) met die besonderhede in die vorm deur die Raad vir hierdie doel gespesifiseer, insluitende elke werknemer se volle name, van, geboortedatum en identiteitsnommer, by die Sekretaris van die Raad by dieselfde adres indien.

(d) 'n Werkgewer moet, ten opsigte van 'n werknemer wat ontslaan word, of wat sy diens verlaat, voordat sodanige werknemer ingevolge klousule 19 (2) (a) of 20 (1), na gelang van die geval, vir jaarlikse verlof gekwalifiseer het en ten opsigte van wie bydraes betaalbaar is ingevolge hierdie klousule, 'n Pro Rata Opgeloopte

Skofaanwas-adviesbewys in die vorm soos deur die Raad vir hierdie doel gespesifiseer (Aanhangsel E) in drievoud voltooi en een afskrif in sy besit behou, een afskrif binne 24 uur na die diensbeëindiging van die werknemer aan die Sekretaris van die Raad, Privaatsak X69, Braamfontein, 2017, versend en die oorblywende afskrif aan die werknemer oorhandig.

(e) 'n Werkgewer moet 'n werknemer wat vir jaarlikse verlof gekwalifiseer het met 15 skofte krediteer ten opsigte van die tydperk waartydens hy met sodanige verlof is.

(2) 'n Werkgewer moet elke jaar, minstens 15 dae voor die voltooiing van 'n werknemer se jaarlikse verlofkwalifiseertydperk in klousule 19 (2) (a) of 20 (1), na gelang van die geval, voorgeskryf, enige agterstallige Vakansiesoldybonusfondsbysdraes aan die Fonds verskuldig ten opsigte van sodanige werknemer tot en met die datum waarop hy op verlof geregtig word, aan die Sekretaris van die Raad, Privaatsak X69, Braamfontein, 2017, versend.

(3) *Vakansiesoldybonusfondsbetalings:* Vakansiesoldybonus aan 'n werknemer verskuldig is deur die Raad aan hom betaalbaar wanneer sy jaarlikse verlof 'n aanvang neem: Met dien verstande dat -

(i) hy die kwalifiserende tydperk vir verlofsoldybetaling voorgeskryf in klousule 19 (2) (a) of 20 (1), na gelang van die geval, voltooi het;

(ii) die Raad Vakansiesoldybonusfondsgelde tot sy krediet besit; en

(iii) aansoek om betaling (Aanhangsel F) minstens 15 dae voor die aanvang van sy verlof by die Sekretaris van die Raad gedoen word.

(4) *Opgelope of pro rata Vakansiesoldybonusfondsbetalings:* (a) (i) 'n Werknemer wat ontslaan word, of wat sy diens verlaat, ooreenkomstig die bepalinge van klousule 27 voordat hy vir jaarlikse verlof ingevolge klousule 19 (2) (a) of 20 (1), na gelang van die geval, gekwalifiseer het, is geregtig op opgelope vakansiesoldybonus gelyk aan 25 persent van die minimum weekloon voorgeskryf vir sy kategorie vir elke voltooide 21-skof-werksiklus gereken vanaf die diensaanvangsdatum by die werkgewer of die aanvangsdatum van sy laaste jaarlikse verlof.

(ii) Enige onbetaalde opgelope vakansiesoldybonus verskuldig deur 'n werkgewer vir 'n werknemer ingevolge subparagraaf (i) mag nie aan sodanige werknemer oorhandig word of deur hom aanvaar word nie, maar moet onverwyld by diensbeëindiging aan die Sekretaris van die Raad, Privaatsak X69, Braamfontein, 2017, versend word.

(iii) In die geval waar 'n werkgewer, teenstrydig met die bepalinge van subparagraaf (ii) hierbo of subklousule (2), opgelope vakansiesoldybonus aan 'n werknemer betaal, sal dit hom nie kwytsteld van sy verpligting om die bedrag aan die Raad te betaal nie en sal skuldverrekening nie toegelaat word nie.

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(b) Opgelope vakansiesoldybonus in besit van die Raad, plus betalings namens 'n werknemer ingevolge paragraaf (a) (ii) aan die Raad versend, moet op aansoek aan hom betaal word by verstryking van vier weke na sy ontslag uit sy diens of nadat hy sy diens in die Nywerheid verlaat, na gelang van die geval.

(c) Opgelope vakansiesoldybonus in besit van die Raad namens 'n werknemer wat afgedank word, of wat om gesondheidsredes of enige ander ongeskiktheid nie meer in staat is om sy werk voort te sit nie, moet onmiddellik aan hom betaal word en opgelope vakansiesoldybonus verskuldig in die geval van die dood van 'n werknemer moet onmiddellik in sy boedel gestort word.

(d) Enige opgelope of pro rata-vakansiesoldybonus wat ingevolge paragraaf (a) (ii) aan die Raad versend moet word, moet bereken word nadat die werknemer gekrediteer is met skofte pro rata tot die verloftydperk waarop hy ingevolge klousule 19 (2) (a) of 20 (1), na gelang van die geval, geregtig sou gewees het, ooreenkomstig die volgende formule:

Getal skofte wat gekrediteer moet word = $\frac{X}{12} \times \frac{15}{1}$ waar X = die getal voltooide 21-skof-siklusse sedert diensaanvaarding of sedert aanvang van die laaste verloftydperk.

(5) Geen aftrekkings ter verrekening van enige bedrag wat deur 'n werknemer aan 'n werkgever verskuldig mag wees, mag van verlofsoldybonus gemaak word nie.

(6) *Bankrekening*: Alle bedrae betaal aan die Vakansiesoldybonusfonds moet in 'n spesiale bankrekening wat vir en in die naam van die Vakansiesoldybonusfonds bedryf word, gestort word.

(7) *Belegging van fondse*: Enige gelde van die Vakansiesoldybonusfonds wat nie vir onmiddellike gebruik nodig word nie, kan van tyd tot tyd deur die Raad ingevolge artikel 53 (5) van die Wet belê word.

(8) Inkomste op beleggings verdien val die Raad direk toe ter vergoeding van uitgawes deur die Raad namens die fonds aangeaan.

(9) Vir die doeleindes van hierdie klousule het "diens" dieselfde betekenis as in klousule 19 (5).

(10) Die bepalings van klousule 19 (13) tot (15) is *mutatis mutandis* van toepassing op die Vakansiesoldybonusfonds.

(11) Indien -

(a) die Raad 'n vakansiesoldybonus verkeerdelik aan 'n werkgever of 'n werknemer betaal as gevolg van die werkgever se versuim om aan enige van die bepalings van hierdie Ooreenkoms te voldoen, of as gevolg van 'n fout deur die werkgever; of

(b) die Raad 'n vakansiesoldybonus verkeerdelik aan 'n werkgever betaal as gevolg van 'n fout, kan die Raad hom beroep op die bepalings van die Vrystellings en Geskilbeslegtings Kollektiewe

Ooreenkoms ten einde die bedrag verkeerdlik betaal te verhaal. Daarbenewens sal die werkgewer aanspreeklik wees vir alle koste deur die Raad aangegaan ter verhaling van die bedrag.

22. SIEKTEFONDS

In die A-Gebied –

(1) (a) Die Siektefonds ingestel kragtens Goewermentskennisgewing No. R. 1238 van 12 Junie 1953 word hierby voortgesit en vir die doeleindes van hierdie klousule beteken “werknemer” ‘n werknemer in klousule 7 (1) (a) gekategoriseer. Elke werkgewer moet, teen nie later nie as die 20ste dag van elke maand, ten opsigte van elke werknemer in sy diens wat 21 skofte gedurende die voorafgaande maand voltooi of opgehoop het, ‘n bedrag soos volg bereken as bydraes tot die Siektefonds betaal, met die normale basiese weekloon synde die loonskaal deur die werknemer verdien toe die 21ste skof voltooi is of opgehoop het:

$$\text{Getal 21-skof-siklusse gedurende maand voltooi} \times \frac{\text{Normale basiese weekloon}}{45} \times \frac{2}{1}$$

(i) ‘n Tydelike werkverskaffingsdiens kan, in plaas van die bydraes betaalbaar ingevolge paragraaf (a), aan elkeen van sy tydelike werknemers wat aan ‘n kliënt voorsien word, ‘n bedrag betaal gebaseer op die volgende formule vir elke gewone uur, of gedeelte daarvan, in elke werkkategorie gewerk:

$$\frac{\text{Totale basiese loon vir week}}{45} \times \frac{2}{195}$$

(ii) ‘n Werkgewer van -

(aa) ‘n deeltydse werknemer wat minder as 15 uur per week werk; of

(ab) ‘n afloswerknemer wat langer as 90 dae in ‘n tydperk van 52 weke in diens was, moet, in plaas van die bydraes ingevolge paragraaf (a) betaalbaar, aan sodanige werknemer ‘n bedrag betaal gebaseer op die formule in paragraaf (i) vir elke uur, of gedeelte daarvan, gewerk.

(iii) ‘n Werkgewer van ‘n deeltydse werknemer wat gemiddeld 15 of meer gewone ure per week werk, moet, ten opsigte van die bydraes betaalbaar ingevolge paragraaf (a), die berekening op die werknemer se gewone basiese weekloon baseer deur die volgende formule te gebruik:

$$\text{Normale basiese weekloon} = \frac{\text{Totale basiese weekloon betaalbaar vir maand}}{1} \times \frac{3}{13}$$

(b) Onvoltooide skofte, synde skofte gedurende ‘n maand gewerk wat minder is as 21, of skofte gedurende ‘n maand gewerk of opgehoop wat meer is as die 21-skof-siklus in paragraaf (a) bedoel, moet oorgedra word na die daaropvolgende maand.

(c) ‘n Werkgewer moet die bydraes in paragraaf (a) bedoel by die Hoofkantoor van die Raad te Vyfde Verdieping, Road Freight House, De Kortestraat 31, Braamfontein, Johannesburg, betaal en moet ook, teen nie

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later nie as die 20ste dag van die daaropvolgende maand, 'n maandelikse opgawe (Aanhangsel D) met die besonderhede in die vorm deur die Raad vir hierdie doel gespesifiseer, insluitende elke werknemer se volle name, van, geboortedatum en identiteitsnommer, by die Sekretaris van die Raad by dieselfde adres indien.

(2) (a) *Betaling van siekteverlofvoordele*: Die Raad moet uit die Siektefonds aan elke werknemer wat van diens afwesig is weens siekte of 'n ongeluk wat nie aan sy eie wangedrag of nalatigheid toegeskryf kan word nie, 'n bedrag betaal gelyk aan een hydrae ontvang ingevolge subklousule (1) (a) vir elke werkdag waarop hy aldus afwesig is met siekteverlof, op 'n grondslag van "eerste hydrae ontvang, eerste hydrae betaal": Met dien verstande dat -

- (i) die Raad Siektefondsgelde tot sy krediet besit;
 - (ii) hy 'n mediese sertifikaat of enige ander geskikte mediese bewys ter staving van sy afwesigheid weens siekte of 'n ongeluk indien;
 - (iii) hy eers na sy eerste dertig dae van diens in die Nywerheid met dieselfde werkgever vir siektesoldy kwalifiseer en daarna op siektesoldy soos voorgeskryf in paragraaf (a) geregtig is;
 - (iv) geen siektesoldy betaalbaar sal wees vir enige afwesigheid van minder as agt ure werktyd op enige werkdag nie;
 - (v) 'n werkgever aan 'n werknemer wat afwesig is weens 'n besering in 'n ongeluk in die loop van sy diens ten opsigte waarvan vergoeding ingevolge die Wet op Bedryfsbeserings en -siektes, 1993, betaalbaar is, minstens 75 persent van sy gewone basiese loon moet betaal vir 'n tydperk van hoogstens drie maande en sodanige betalings van die vergoeding ingevolge vermeldde Wet aan die werknemer betaalbaar, kan verhaal; en
 - (vi) 'n werknemer met skofte gekrediteer sal word ten opsigte van 'n tydperk van afwesigheid van werk weens siekte op die grondslag voorgeskryf in klousule 19 (5) (e).
- (b) (i) *Siekteverlofbonusbetalings*: By voltooiing van 504 skofte na diensaanvaarding is 'n werknemer geregtig op 'n siekteverlofbonus bestaande uit die siekteverlofhydraes vir hom betaal ingevolge subklousule (1) (a) ten opsigte van die eerste 252 skofte van diens, minus enige siekteverlofvoordele aan hom betaal gedurende die aanvanklike tydperk van 504 skofte.
- (ii) By voltooiing van 'n verdere skof-siklus van 252 skofte (derde skof-siklus), is 'n werknemer geregtig op 'n siekteverlofbonus bestaande uit enige siekteverlofhydraes wat oorbly van die tweede jaarlikse skof-siklus na betaling van die eerste bonus en die voordele ingevolge subparagraaf (i), minus enige verdere siekteverlofvoordele aan hom betaal gedurende die laaste (derde) skof-siklus.

(iii) Die volgende en alle daaropvolgende siekteverlofbonusse moet op die grondslag in subparagraaf (ii) vermeld, bereken en betaal word.

(c) *Opgelope of pro rata-Siektefondsbetalings:* (i) (aa) 'n Werknemer wat ontslaan word, of wat sy diens verlaat, ooreenkomstig die bepalinge van klousule 27 voordat hy vir jaarlikse verlof kwalifiseer ingevolge klousule 19 (2) (a), is geregtig op opgelope Siektefondssoldy in besit van die Raad gelyk aan 25 persent van sy werklike weekloon vir elke voltooide 21-skof-siklus van diens bereken vanaf die datum van diensaanvaarding by die werkgever of die aanvangsdatum van sy laaste jaarlikse verlof.

(bb) Opgelope Siektefondssoldy aan 'n werknemer verskuldig ingevolge subparagraaf (i) (aa) mag nie aan hom oorhandig word of deur hom aanvaar word nie, maar moet onmiddellik met diensbeëindiging aan die Sekretaris van die Raad, Privaatsak X69, Braamfontein, 2017, versend word.

(ii) Opgelope Siektefondssoldy ingevolge subparagraaf (i) (bb) namens 'n werknemer aan die Raad versend, moet op aansoek aan hom betaal word by verstryking van vier weke na sy ontslag uit sy diens of nadat hy sy diens in die Nywerheid verlaat, na gelang van die geval.

(iii) Opgelope Siektefondssoldy in besit van die Raad namens 'n werknemer wat afgedank word, of wat om gesondheidsredes of enige ander ongeskiktheid nie in staat is om sy werk voort te sit nie, moet onmiddellik aan die werknemer betaal word en opgelope Siektefondssoldy verskuldig in die geval van die dood van 'n werknemer moet onmiddellik in sy boedel gestort word.

(iv) Enige opgelope of pro rata-Siektefondssoldy wat ingevolge subparagraaf (i) (bb) aan die Raad versend moet word, moet bereken word nadat die werknemer gekrediteer is met skofte pro rata tot die verloftydperk waarop hy ingevolge klousule 19 (2) (a) geregtig sou gewees het, ooreenkomstig die volgende formule:

Getal skofte wat gekrediteer moet word = $\frac{X}{12} \times \frac{15}{1}$ waar X = die getal voltooide 21-skof-siklusse sedert diensaanvaarding of sedert aanvang van die laaste verloftydperk.

(v) In die geval waar 'n werkgever, teenstrydig met die bepalinge van subparagraaf (ii) hierbo of subklousule (1) (a) of (c), opgelope Siektefondssoldy aan 'n werknemer betaal, sal dit hom nie kwytsteld van sy verpligting om die bedrag aan die Raad te betaal nie en sal skuldverrekening nie toegelaat word nie.

(3) Die Raad moet, teen nie later nie as die 7de dag van elke maand, uit die Siektefondshydraekrediete van 'n werknemer wat 'n lid is van die Motor Transport Workers' Union (South Africa), die South African Transport Workers' Union of die Professional Transport Workers' Union of South Africa en wat 21 skofte gedurende die

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voorafgaande maand voltooi het, 'n bedrag soos ooreengekom tussen die werknemer se vakbond en 'n geregistreerde assuransiemaatskappy benoem deur sodanige vakbond, aan sodanige assuransiemaatskappy betaal as die premie betaalbaar deur die werknemer ten opsigte van die vakbond se dood- en begrafnisversekerings-skema: Met dien verstande dat -

(i) indien so versoek deur die Sekretaris van die Raad, die vakbond bewys moet lewer van die lopende lidmaatskap van enige werknemer wat na bewering lid van sodanige vakbond is; en

(ii) die werkgewer se tersaaklike maandelikse bydraetjek deur sy bank gehonoreer word.

(4) *Bankrekening*: Alle bedrae betaal aan die Siektefonds moet in 'n spesiale bankrekening wat vir en in die naam van die Siektefonds bedryf word, gestort word.

(5) *Belegging van fondse*: Enige gelde van die Siektefonds wat nie vir onmiddellike gebruik nodig word nie, kan van tyd tot tyd deur die Raad ingevolge artikel 53 (5) van die Wet belê word.

(6) (a) Rente op beleggings ingevolge subklousule (5) verdien moet aangewend word vir -

(i) die betaling van die administrasiekoste van die Siektefonds;

(ii) die betaling van spesiale voordele kragtens subklousule (12); en

(iii) die betaling van sodanige bykomende voordele aan werknemers en/of hulle afhanklikes soos wat die Raad van tyd tot tyd mag bepaal.

(b) Betalings uit die Siektefonds moet per tjek wees, onderteken deur twee persone behoorlik daartoe gemagtig deur die Raad.

(c) Betalings ingevolge subparagraawe (a) (ii) en (iii) is onderhewig aan die beskikbaarheid van rente verdien ingevolge paragraaf (a) en gelde verbeur ingevolge subklousule (11).

(7) 'n geregistreerde ouditeur, wie se fooie deur die Raad bepaal moet word, moet jaarliks deur die Raad aangestel word en moet die rekeninge van die Siektefonds minstens een keer per jaar ouditeer en 'n staat opstel wat alle gelde wat ontvang is en alle uitgawes wat aangegaan is onder alle hoofde gedurende die 12 maande geëindig 28/29 Februarie van die voorafgaande jaar, toon, asook 'n balansstaat opstel wat die bates en laste van die Fonds op daardie datum toon. Die geouditeerde staat en balansstaat, mede-onderteken deur die Voorsitter van die Raad, tesame met enige verslag daaroor deur die ouditeur, moet ter insae by die kantore van die Raad bekikbaar wees en ware afskrifte daarvan moet binne drie maande na die vervaldatum van die tydperk daardeur gedek, aan die Registrateur van Arbeidsverhoudinge versend word.

(8) (a) In die geval van die verstryking van hierdie Ooreenkoms of van enige verlenging of hernuwing daarvan, weens tydverloop of enige ander rede en indien 'n Ooreenkoms van die Raad wat vir die voortsetting van die

Siektefonds voorsiening maak nie binne 12 maande na sodanige verstryking beding word nie, of indien die Fonds nie binne vermelde tydperk deur die Raad oorgeplaas word na enige ander fonds met dieselfde doel as waarvoor die oorspronklike Siektefonds gestig is nie, moet die Fonds gelikwider word en moet dit gedurende sodanige tydperk van 12 maande, of totdat dit aldus deur 'n Ooreenkoms voortgesit word of na 'n ander fonds oorgeplaas word, deur die Raad geadministreer word.

(b) In die geval van die ontbinding van die Raad, of indien dit tydens die geldigheidsduur van hierdie Ooreenkoms ophou om te funksioneer, kan die Registrateur van Arbeidsverhoudinge 'n komitee aanstel bestaande uit 'n gelyke getal verteenwoordigers van werkgewers en werknemers in die Nywerheid om die Siektefonds te administreer. Enige vakatures wat op die komitee mag ontstaan, kan deur die Registrateur gevul word vanuit verteenwoordigers van werkgewers en werknemers in die Nywerheid, na gelang van die geval. Indien die komitee nie in staat is nie, of onwillig is, om sy pligte te vervul, kan die Registrateur een of meer trustees aanstel om die Fonds te administreer. Die komitee, of die trustee of trustees, aldus aangestel beskik oor die magte aan die Raad opgedra vir die administrasie van die Fonds. Indien die Raad by verstryking van hierdie Ooreenkoms nie meer bestaan nie, moet die Fonds gelikwider word en moet enige gelde wat tot sy krediet oorbly, ooreenkomstig paragraaf (c) oor beskik word.

(c) By likwidasie van die Siektefonds ingevolge paragraaf (a) of (b) moet die gelde wat tot die krediet van die Fonds oorbly nadat alle eise teen die Fonds vereffen is, insluitende administrasie- en likwidasiekoste, in die algemene fondse van die Raad gestort word en, indien by sodanige likwidasie die sake van die Raad reeds beredder en sy bates verdeel is, moet enige gelde wat tot die krediet van die Fonds oorbly ingevolge artikel 59 (5) van die Wet verdeel word asof hulle deel uitgemaak het van die algemene fondse van die Raad.

(9) Geen aftrekkings van Siektefondsbetalings mag ter verrekening van enige gelde wat deur 'n werknemer aan 'n werkgewer verskuldig mag wees, gemaak word nie.

(10) Vir die doeleindes van hierdie klousule het "diens" dieselfde betekenis as in klousule 19 (5) en 'n werknemer, wat nie 'n afloswerknemer of 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens is nie, moet met een skof vir elke dag van afwesigheid met siekteverlof tot 'n maksimum van 24 skofte in 'n tweejaarsiklus gekrediteer word.

(11) *Verbeuring:* Vyf jaar na die datum van ontvangs daarvan word alle gelde wat ingevolge hierdie Ooreenkoms of enige ander loonreëlende maatreef as siekteverlofbydraes aan die Raad betaal is, indien onopgeëis of andersins wettiglik oor beskik, verbeur en ooreenkomstig die bepalings van subklousule (6) (a) aangewend.

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(12) (a) *Sterfte- en spesiale toelae*: In die geval van die dood of permanente ongeskiktheid van 'n werknemer wat nie 'n afloswerknemer of 'n tydelike werknemer is nie van 'n tydelike werkverskaffingsdiens vir wie geen bydraes tot die Fonds betaal is nie, kan die Raad, na goeddunke, op aansoek 'n bedrag soos uiteengesit in die Tabel van Toelaes in paragraaf (b) hieronder bedoel, of enige mindere bedrag soos deur die Raad bepaal, as voordele uit die Siektefonds betaal aan -

- (i) die afhanklikes van die oorlede werknemer; en/of
- (ii) 'n trustee of trustees aangestel om die sake van die oorlede werknemer se afhanklikes te bestuur; en/of
- (iii) sodanige erfgename van die oorlede werknemer as wat die Raad as geregtig mag beskou om sodanige voordele te ontvang; of
- (iv) die ongeskikte werknemer:

Met dien verstande dat geen voordele betaal sal word tensy bydraes tot die Siektefonds ingevolge subklousule (1)

(a) ten opsigte van die werknemer vir 'n tydperk van minstens tweehonderd 252 skofte betaal is.

(b) *Tabel van sterfte- en spesiale toelae*: Vir elke voltooide jaar van diens waartydens bydraes ontvang is, tot 'n maksimum van 30 jaar:

- (i) Drywers en veiligheidsbeamptes graad A en graad B: R150,00 per voltooide bydrae-diensjaar; en
- (ii) alle ander werknemers: R100,00 per voltooide bydrae-diensjaar.

(c) *Toelae vir mediese onkoste*: Benewens die toelae in paragraaf (a) bedoel kan die Raad, na goeddunke, in omstandighede van voortdurende siekte of ontbering, op aansoek betaling goedkeur van -

- (i) tussen 50 persent en 100 persent van die mediese onkoste aangeaan gedurende die tydperk van ses maande wat die dood of permanente ongeskiktheid van 'n werknemer onmiddellik voorafgaan: Met dien verstande dat geen sodanige betaling die relatiewe diens tydperk-toelae voorgeskryf in paragraaf (b) mag oorskry nie en dat dit aan die hand van dokumentasie van mediese onkoste geëvalueer sal word; of
- (ii) 'n bedrag van tot gelyk aan 50 persent van 'n werknemer se Siektefondsbydraes vir 'n 252-skof-siklustydperk, by wyse van hulpverlening aan hom om nie-verhaalbare mediese onkoste aangeaan tydens afwesighede vanweë siekte wat 24 skofte oorskry, te betaal: Met dien verstande dat die werknemer minstens drie jaar diens in die Nywerheid voltooi het en sy aansoek met mediese-onkoste-dokumentasie gestaaf het.

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(d) Betalings ingevolge hierdie subklousule word oor sodanige tydperk versprei as wat die Raad, na goeddunke, mag bepaal en is onderhewig aan die beskikbaarheid van fondse verkry ingevolge subklousules (6) (a) en (11).

(13) Indien -

(a) die Raad 'n siekteverlofbonus of -voordeel verkeerdelik aan 'n werknemer of 'n werkgever betaal as gevolg van die werkgever se versuim om aan enige van die bepalings van hierdie Ooreenkoms te voldoen, of as gevolg van 'n fout deur die werkgever; of

(b) die Raad 'n siekteverlofbonus of -voordeel verkeerdelik aan 'n werkgever betaal as gevolg van 'n fout,

kan die Raad hom beroep op die bepalings van die Vrystellings en Geskilbeslegtings Kollektiewe Ooreenkoms ten einde die bedrag verkeerdelik betaal te verhaal. Daarbenewens sal die werkgever aanspreeklik wees vir alle koste deur die Raad aangegaan ter verhaling van die bedrag.

23. SIEKTEVERLOF

In die B-Gebied -

(1) (i) In hierdie subklousule beteken "siekteverlofsiklus" die tydperk van 36 maande diens met dieselfde werkgever wat onmiddellik volg op -

(a) 'n werknemer se indienstreding; of

(b) die voltooiing van sodanige werknemer se vorige siekteverlofsiklus.

(ii) Gedurende elke siekteverlofsiklus is 'n werknemer geregtig op 'n hoeveelheid betaalde siekteverlof gelyk aan die getal dae wat hy gewoonlik gedurende 'n tydperk van ses weke sal werk.

(iii) Ondanks paragraaf (ii) is 'n werknemer gedurende die eerste ses maande van diens geregtig op een dag betaalde siekteverlof vir elke 26 dae gewerk.

(iv) Gedurende 'n werknemer se eerste siekteverlofsiklus kan 'n werkgever die siekteverlof waarop die werknemer ingevolge paragraaf (ii) geregtig is, verminder met die getal dae siekteverlof ingevolge paragraaf (iii) geneem.

(v) Onderhewig aan subklousule (2), moet 'n werkgever 'n werknemer vir 'n dag se siekteverlof -

(a) die loon betaal wat die werknemer gewoonlik sou ontvang het vir werk op daardie dag; en

(b) betaal op die werknemer se gewone betaaldag.

(2) *Bewys van ongeskiktheid:* (i) 'n Werkgever is nie verplig om 'n werknemer ingevolge subklousule (1) te betaal nie as sodanige werknemer van diens afwesig was vir langer as twee agtereenvolgende dae of hy meer as

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twee geleenthede gedurende 'n tydperk van agt weke en nie op versoek van die werkgewer 'n mediese sertifikaat indien nie wat aandui dat hy vir die duur van sy afwesigheid ongeskik was vir werk weens siekte of besering.

(ii) Die mediese sertifikaat moet uitgereik en onderteken wees deur 'n mediese praktisyn, of enige ander persoon wat gesertifiseer is om pasiënte te diagnoseer en te behandel en wat geregistreer is by 'n professionele raad wat deur 'n Wet van die Parlement ingestel is.

(iii) Indien dit nie vir 'n werknemer wat op die werkgewer se perseel woon redelik doenlik is om 'n mediese sertifikaat te verkry nie, mag die werkgewer nie betaling terughou ingevolge paragraaf (i) nie, tensy hy paslike bystand aan die werknemer verleen om die sertifikaat te verkry.

(3) *Toepassing op bedryfsongelukke of -siektes:* Onderhewig aan subklousule (4), is subklousules (1) en (2) nie van toepassing nie in die geval van werksongeskiktheid weens 'n ongeluk of bedryfsiekte soos omskryf in die Wet op Vergoeding vir Bedryfsbeserings en -siektes, 1993, behalwe ten opsigte van enige tydperk waartydens geen vergoeding ingevolge daardie Wet betaalbaar is nie.

(4) 'n Werkgewer moet aan 'n werknemer wat afwesig is weens 'n besering opgedoen in 'n ongeluk in die loop van sy diens waarvoor vergoeding ingevolge die Wet op Vergoeding vir Bedryfsbeserings en -siektes, 1993, betaalbaar is, 75 persent van sy gewone basiese loon betaal vir hoogstens drie maande en sodanige betalings verhaal van die vergoeding aan die werknemer betaalbaar ingevolge daardie Wet.

24. STUDIEVERLOF

(1) 'n Werkgewer moet aan 'n werknemer, wat nie 'n afloswerknemer of 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens is nie, betaalde studieverlof toestaan van minstens twee skofte per vak tot 'n maksimum van vier vakke per jaar, onderworpe aan die volgende voorwaardes:

- (a) Die kursus moet deur die werkgewer goedgekeur word;
- (b) die kursus moet deur Vervoer se Opvoedings- en Opleidingsowerheid geakkrediteer wees;
- (c) sodanige studieverlof toegestaan moet die dag insluit waarop die eksamen afgelê word; en
- (d) die werknemer moet die eksamen slaag.

(2) Die werkgewer moet die studieverlof voorlopig toestaan, die werknemer krediteer met een skof vir elke dag van sodanige verlof en hom sy gewone loon betaal vir twee dae op die eerste betaaldag na die eksamen.

(3) By ontvangs van die eksamenuitslae moet die werknemer die werkgewer onmiddellik van 'n afskrif daarvan voorsien.

(4) In die geval waar 'n werknemer 'n eksamen druipe, is die werkgewer daarop geregtig om die voorlopige betaling ingevolge subklousule (2) gemaak van sy loon te verhaal en die skofte af te trek wat ingevolge voormelde subklousule geakkrediteer is.

25. FAMILIEVERANTWOORDELIKHEIDSVLOF

- (1) 'n Werkgewer moet aan sy werknemer, insluitende 'n deelydse werknemer, hoogstens vyf skofte verlof per jaar teen volle besoldiging toestaan vir die volgende gebeurtenisse:
- (a) Die dood van 'n naasbestaande;
 - (b) ernstige siekte van 'n naasbestaande; of
 - (c) die geboorte van 'n kind in die geval waar die werknemer die biologiese vader is.
- (2) Die werknemer moet bevredigende bewys van elke gebeurtenis aan die werkgewer lewer in die vorm van 'n doods-, mediese- of geboortesertifikaat.
- (3) In die geval waar 'n werkgewer weier om bewys van 'n gebeurtenis te aanvaar, kan die werknemer, by aanvoering van grondige redes, na die Raad appelleer wat, na deeglike oorweging van al die feite betreffende sodanige weiering, die werkgewer se beslissing kan handhaaf of van die hand kan wys.
- (4) 'n Werknemer moet met een skof gekrediteer word vir elke dag se verlof toegestaan ingevolge subklousule (1).

26. KRAAMVERLOF

- (1) In die A-Gebied-
- (i) Die Raad moet, in die geval van 'n swanger werknemer, onmiddellik op aansoek betaling aan haar goedkeur van die ekwivalent van 55 persent van haar werklike basiese loon vir 'n 84-skof-siklustydperk as 'n kraamverloftoekenning; Met dien verstande dat -
 - (a) sy minstens twee jaar diens by haar werkgewer voltooi het;
 - (b) haar aansoek vergesel gaan van 'n sertifikaat van haar werkgewer waarin haar werklike basiese loon vermeld word;
 - (c) haar aansoek vergesel gaan van mediese bewys van swangerskap gedateer minstens agt weke voor die verwagte datum van haar bevalling; en
 - (d) hydraes tot die Siektefonds vir minstens twee jaar deur haar werkgewer betaal is ingevolge klousule 22
 - (1) (a).
 - (ii) 'n Werkgewer moet aan 'n swanger werknemer minstens sewentien weke kraamverlof toestaan met ingang van minstens agt weke voor die verwagte datum van haar bevalling. 'n Werknemer moet, minstens vier weke voor die aanvang van haar voorgenome kraamverlof, haar werkgewer skriftelik verwittig van die voorgenome aanvangsdatum van sodanige verlof en die voorgenome dienshervattingsdatum daarna en haar werkgewer moet haar in dieselfde hoedanigheid en op dieselfde bepalinge en voorwaardes herindiensneem met haar terugkeer na werk op laasvermelde datum.

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(iii) In die geval waar die werknemer om *bona fide* mediese redes nie in staat is om diens op die datum in paragraaf (i) (c) bedoel te hervat nie, geld die volgende voorwaardes:

- (a) Herindiensname soos in paragraaf (ii) voorgeskryf word slegs gewaarborg indien die werknemer in staat is om werk by of voor verstryking van 'n verdere tydperk van 30 dae te hervat;
- (b) die siekteverlofbepalings in klousule 23 vervat geld gedurende die 30 dae - tydperk in subparagraaf (a) voorgeskryf; en
- (c) die werknemer moet 'n mediese sertifikaat ter bevestiging van die noodigheid vir verdere afwesigheidsverlof aan haar werkgever voorsien.

(2) In die B-Gebied -

(i) 'n Werkgever moet aan 'n swanger werknemer minstens 17 weke kraamverlof toestaan, onderworpe aan die volgende voorwaardes:

- (a) Gedurende die kraamverloftydperk is die werknemer geregtig op 33 persent van haar gewone basiese loon, welke bedrag weekliks deur die werkgever op die gewone betaaldag betaal moet word: Met dien verstande dat die werknemer minstens twee jaar ononderbroke diens by die werkgever voltooi het as 'n klas werknemer in klousule 7 (1) vermeld;
- (b) mediese bewys van swangerskap moet minstens twaalf weke voor die verwagte datum van bevalling aan die werkgever gelewer word; en
- (c) die kraamverlof moet minstens vier weke voor die verwagte datum van bevalling begin en die werknemer moet haar werkgever skriftelik verwittig van die beoogde aanvangsdatum van sodanige verlof en die beoogde dienshervattingsdatum daarna.

(ii) Die werkgever moet die werknemer in dieselfde hoedanigheid en op dieselfde bepalinge en voorwaardes herindiensneem indien sy op die datum in paragraaf (i) (c) vermeld diens hervat.

(iii) In die geval waar die werknemer om *bona fide* mediese redes nie in staat is om diens op die datum in paragraaf (i) (c) bedoel te hervat nie, geld die volgende voorwaardes:

- (a) Herindiensname soos in paragraaf (ii) voorgeskryf, word slegs gewaarborg indien die werknemer in staat is om by of voor verstryking van 'n verdere tydperk van 30 dae diens te hervat;
- (b) die siekteverlofbepalings in klousule 23 vervat geld gedurende die 30 dae-tydperk in subparagraaf (a) voorgeskryf; en
- (c) die werknemer moet 'n mediese sertifikaat ter bevestiging van die noodigheid vir verdere afwesigheidsverlof aan haar werkgever voorsien.

27. BEËINDIGING VAN DIENSKONTRAK

- (1) 'n Werkgewer of 'n werknemer, wat nie 'n afloswerknemer of 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens is nie, mag die dienskontrak slegs beëindig op kennisgewing van minstens -
- (a) een week, indien die werknemer vir 26 weke of minder in diens was, of deur 'n bedrag gelyk aan een week se besoldiging ten opsigte daarvan te betaal of te verbeur;
 - (b) twee weke, indien die werknemer vir langer as 26 weke maar nie langer nie as 52 weke in diens was, of deur 'n bedrag gelyk aan twee weke se besoldiging ten opsigte daarvan te betaal of te verbeur;
 - (c) vier weke, indien die werknemer vir langer as 52 weke in diens was, of deur 'n bedrag gelyk aan vier weke se besoldiging ten opsigte daarvan te betaal of te verbeur.
- (2) Kennisgewing van beëindiging van 'n dienskontrak moet skriftelik wees in die vorm van Aanhangsel H.
- (3) Ondanks subklousules (1) en (2) -
- (a) het die werkgewer of die werknemer die reg om die dienskontrak om enige regsgeldige rede sonder kennisgewing te beëindig; en
 - (b) kan die werkgewer en die werknemer 'n ooreenkoms aangaan wat voorsiening maak vir 'n tydperk van kennis van gelyke duur aan beide kante en van langer as een week, twee weke of vier weke, na gelang van die geval: Met dien verstande dat indien 'n ooreenkoms hierkragtens aangegaan is, die betaling of verbeuring in plaas van kennis eweredig aan die ooreengekome kennistydperk moet wees.
- (4) Bepalings betreffende die beëindiging van 'n dienskontrak van 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens wat aan 'n kliënt voorsien word, moet vervat wees in die dokument wat aan die werknemer oorhandig word wanneer hy aan die kliënt toegewys word.
- (5) 'n Werkgewer moet 'n werknemer by verstryking van enige dienskontrak voorsien van 'n vorm in die vorm van Aanhangsel E, behoorlik ingevul.

28. DIENSSERTIFIKAAT

- (1) Behalwe waar 'n werknemer dros, of 'n afloswerknemer of 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens is, moet die werkgewer hom by beëindiging van enige dienskontrak van 'n Dienssertifikaat in die vorm van Aanhangsel B voorsien.
- (2) 'n Afskrif van die Dienssertifikaat moet teen nie later nie as die 20ste dag van die maand wat volg op die beëindiging van die werknemer se Dienskontrak deur die werkgewer aan die Raad versend word.

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29. SKEIDINGSLOON

- (1) 'n Werkgewer moet aan 'n werknemer wat weens redes gegrond op die werkgewer se bedryfsvereistes ontslaan word, 'n skeidingsloon betaal wat bereken moet word ingevolge artikel 41 (2) van die Wet op Basiese Diensvoorwaardes, 1997.
- (2) Vir die doeleindes van die berekening van 'n werknemer se skeidingsloon sluit besoldiging ingevolge artikel 35 (5) van die Wet op Basiese Diensvoorwaardes, 1997 -
 - (a) die kontantwaarde van enige betaling in natura wat deel uitmaak van die werknemer se besoldiging, in, tensy hy sodanige betaling in natura as 'n skeidingsloon ontvang,
 - (b) maar omvat nie -
 - (i) gratifikasies;
 - (ii) toelaes wat aan die werknemer betaal word met die doel om hom in staat te stel om te werk; en
 - (iii) diskresionêre betalings wat nie met die werknemer se werkure of werkverrigting verband hou nie.
- (3) Indien 'n werknemer se besoldiging, hetsy in geheel of gedeeltelik, bereken word op 'n grondslag anders as van tyd gewerk, of indien 'n werknemer se besoldiging van tyd tot tyd aansienlik wissel, moet enige betaling ingevolge hierdie klousule aan sodanige werknemer verskuldig bereken word deur verwysing na sy besoldiging gedurende die tydperk van 13 weke wat sy ontslagdatum voorafgaan, of, indien hy vir 'n korter tydperk in diens was, gedurende sodanige korter tydperk.
- (4) Indien oortyd verdien gedurende die 13 weke of korter tydperk wat 'n werknemer se ontslagdatum voorafgaan, ingesluit is by die berekening van sy besoldiging vir die doeleindes van hierdie klousule, moet sodanige oortyd beperk word tot hoogstens tien ure per week.

30. AGENTSKAPWERKPLEKOOREENKOMS

- (1) Onderworpe aan die bepalinge van hierdie klousule, moet 'n bedrag wat bekend sal staan as agentskapgeld deur 'n werkgewer afgetrek word van die lone van alle permanente werknemers wat nie lede van enige geregistreerde vakbond is nie en wat werksaam is -
 - (a) in die Nywerheid;
 - (b) in 'n bedryfsinrigting waarin een of meer van die partyvakbonde die meerderheid werknemers verteenwoordig wat deur hierdie Ooreenkoms gedek word;
 - (c) in 'n werkkategorie wat deur hierdie Ooreenkoms gedek word.
- (2) Die agentskapgeld moet gelyk wees aan die lopende lidmaatskapgeld wat deur die partyvakbonde van tyd tot tyd ingevolge hulle konstitusies vasgestel word. Waar twee of meer partyvakbonde gesamentlik 'n meerderheid

(12) Na voltooiing van die lidmaatskapstawing waar nodig, moet die Sekretaris van die Raad, binne sewe dae, beide die werkgewer en die vakbond of vakbonde skriftelik in kennis stel van die uitslag daarvan, wat bindend sal wees vir beide partye.

(13) In die geval waar die lidmaatskapstawing bewys dat die vakbond of vakbonde die meerderheid werknemers verteenwoordig soos gespesifiseer in subklousule (1) (a) tot (c), moet die werkgewer die aftrekking van agentskapgeld implementeer met ingang van die betaaltydperk wat volg op die ontvangs van die uitslagbrief van die Sekretaris van die Raad.

(14) Indien die werkgewer te eniger tyd rede het om te glo dat die lidmaatskap van die partyvakbond of -vakbonde tot laer as die gespesifiseerde meerderheid gedaal het, moet hy die vakbond of vakbonde en die Sekretaris van die Raad skriftelik per geregistreerde pos, telefaks of handaflewering in kennis stel van sy voorneme om aftrekkings te staak. Die vakbond of vakbonde het 60 dae vanaf die datum van ontvangs van die kennisgewing, tensy daar op 'n langer tydperk tussen die partye ooreengekom word, om óf die gebrek aan meerderheid reg te stel, óf die werkgewer se bewering te betwis, deur die Sekretaris van die Raad te versoek om 'n lidmaatskapstawing ingevolge subklousules (11) en (12) uit te voer.

(15) Gedurende die tydperk van lidmaatskapstawing deur die Sekretaris van die Raad ingevolge subklousule (14), moet die werkgewer voortgaan om agentskapgelde af te trek en kan hy slegs aftrekkings staak by ontvangs van die uitslagbrief van die Sekretaris van die Raad wat 'n gebrek aan meerderheidsvertenwoordiging deur die partyvakbond of -vakbonde bevestig.

(16) Die Sekretaris van die Raad moet, teen nie later nie as die 10de dag van elke maand, die totale agentskapgeld wat deur die Raad gedurende die voorafgaande maand ontvang is aan die vakbonde betaal en elke vakbond moet by ontvangs daarvan die bedrae in 'n afsonderlike rekening deponeer wat deur sodanige vakbond geadministreer word.

(17) Werknemers wat nie lede van 'n verteenwoordigende vakbond is nie, is nie verplig om lede van enige sodanige vakbond te word nie.

(18) Geen agentskapgeld wat afgetrek word mag –

- (a) as affiliasiegeld aan 'n politieke party betaal word nie;
- (b) in kontant of in natura aan 'n politieke party of aan 'n persoon wat staan vir verkiesing tot enige politieke amp, bygedra word nie; of
- (c) gebruik word vir uitgawes wat nie die sosio-ekonomiese belange van werknemers bevorder of beskerm nie.

31. LEDEGELDE VAN VAKBONDE EN WERKGEWERSORGANISASIE

(1) *Vakbondledegelde:* (a) Elke werkgever moet elke week die lopende ledegelde in paragraaf (b) bedoel wat betaalbaar is aan 'n vakbond wat 'n party is by hierdie Ooreenkoms deur sy werknemers wat lede is van sodanige vakbond, van die lone van sodanige werknemers aftrek en die totale bedrag aldus afgetrek, tesame met die maandelikse opgawe (Aanhangsel D) deur die Raad vir hierdie doel bepaal, teen nie later nie as die 20ste dag van elke maand wat volg op die maand waarop dit betrekking het, aan die Sekretaris van die Raad, Privaatsak X69, Braamfontein, 2017, versend.

(b) Die vakbondledegelde wat ingevolge paragraaf (a) van die lone van werknemers afgetrek moet word, moet deur die Registrateur van Arbeidsverhoudinge goedgekeur word en van tyd tot tyd deur die Sekretaris van die Raad aan alle werkgevers gesirkuleer word.

(2) Die Sekretaris van die Raad moet, teen nie later nie as die 10de dag van elke maand, die totale vakbondledegelde wat ingevolge subklousule (1) (a) gedurende die vorige maand deur die Raad ontvang is, aan die vakbonde versend.

(3) *Werkgeversorganisasieledegelde:* Ledegelde aan die werkgeversorganisasie verskuldig, soos deur die Registrateur van Arbeidsverhoudinge goedgekeur, moet teen nie later nie as die datum in subklousule (1) (a) bedoel aan die Sekretaris van die Raad by die adres in daardie subklousule vermeld, versend word en die Sekretaris moet, teen nie later nie as die 10de dag van elke maand, sodanige ledegelde wat gedurende die vorige maand ontvang is aan die werkgeversorganisasie versend.

32. UITGAWES VAN DIE RAAD

(1) Die uitgawes van die Raad moet bestry word uit gelde wat soos volg verkry is:

(a) 'n Bedrag gelyk aan 0,4 persent per week van 'n werknemer se gewone basiese weekloon moet deur 'n werkgever afgetrek word van die loon van elke werknemer, insluitende 'n deeltydse werknemer, 'n afloswerknemer en 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens, in sy diens, of in die diens van die tydelike werkverskaffingsdiens, wat op een of meer dae per week werk. Die werkgever moet by die bedrag aldus afgetrek 'n gelyke bedrag byvoeg en die totaal teen nie later nie as die 20ste dag van elke maand wat volg op die maand waarop dit betrekking het, by die Hoofkantoor van die Raad te Vyfde Verdieping, Road Freight House, De Kortestraat 31, Braamfontein, Johannesburg, inbetaal.

(b) Vir die doeleindes van die berekening van die bedrag wat ingevolge paragraaf (a) ten opsigte van 'n afloswerknemer of 'n tydelike werknemer van 'n tydelike werkverskaffingsdiens afgetrek moet word, is die loon van sodanige werknemer waarop die berekening gebaseer sal word, die totale basiese loon gedurende die week verdien, insluitende die bykomende premie van 10 persent in die geval van 'n afloswerknemer.

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(c) Die totale basiese weeklone gedurende 'n maand verdien deur werknemers in paragraaf (b) bedoel, moet in die loonkolom van die maandelikse opgawe (Aanhangsel D) wat ingevolge subklousule (2) by die Raad ingedien moet word, aangedui word.

(d) Die loon waarop die aftrekking ingevolge paragraaf (a) vir 'n deeltydse werknemer gebaseer moet word, moet ooreenkomstig die formule in klousule 11 (5) bereken word en in die loonkolom van die maandelikse opgawe (Aanhangsel D) aangedui word.

(e) 'n Eienaar-drywer moet 32 sent per week ten opsigte van homself as drywer en eienaar betaal op die wyse in paragraaf (a) bedoel.

(2) 'n Werkgewer moet, wanneer hy die bedrag wat ingevolge subklousule (1) betaalbaar is inbetaal, ook vir elkeen van sy bedryfsinrigtings 'n afsonderlike maandelikse opgawe (Aanhangsel D) met die besonderhede in die vorm vir hierdie doel deur die Raad bepaal, insluitende elke werknemer se volle name, van, geboortedatum en identiteitsnommer, by die Sekretaris van die Raad indien. Deeltydse werknemers en afloswerknemers moet as sodanig op die Aanhangsel geïdentifiseer word deur die plasing van "D" of "A", onderskeidelik, voor die werkkategorie in die "Kategorie"-kolom. In die geval van 'n werkgewer wat 'n rekenaar-vervaardigde maandelikse opgawe indien, moet die formaat daarvan aan Aanhangsel D voldoen, in gebreke waarvan die Sekretaris van die Raad gemagtig is om die vorm na goeddunke te verwerp.

(3) Tydelike werknemers van 'n tydelike werkverskaffingsdiens moet geïdentifiseer word deur die plasing van "T" in die "Kategorie"-kolom van die maandelikse opgawe (Aanhangsel D).

33. PROFESSIONELE BESTUURSPERMIT

(1) 'n Drywer is verantwoordelik om toe te sien dat sy Professionele Bestuurspermit te alle tye geldig is.

(2) 'n Werkgewer moet die voorgeskrewe gelde vir die hernuwing van 'n drywer se Professionele Bestuurspermit, asook die koste van 'n mediese sertifikaat en vir die neem van vingerafdrukke, indien amptelik vereis, aan die drywer terugbetaal by verskaffing van 'n kwitansie deur die drywer as bewys van betaling daarvan.

(3) In die geval waar 'n drywer sy diens binne ses maande na die datum van hernuwing van sy Professionele Bestuurspermit uit eie beweging beëindig, is die werkgewer daarop geregtig om 'n pro rata-gedeelte van die gelde wat ingevolge subklousule (2) terugbetaal is, deur middel van 'n aftrekking van sodanige drywer se loon te verhaal.

34. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgewer moet enige uniform, oorpak, rubberstewels, pet of ander beskermende klere wat hy ingevolge enige wet verplig word om aan sy werknemer te verskaf, of wat sy werknemer ingevolge enige wet verplig word om te dra, gratis verskaf.

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(2) 'n Werkgewer op wie subklousule (1) nie van toepassing is nie, maar wat nogtans, hetsy uitdruklik of stilswyend, van sy werknemer vereis om enige sodanige beskermende klere te dra, moet dit gratis verskaf.

(3) Enige sodanige beskermende klere wat gratis aan 'n werknemer verskaf is, bly die eiendom van die werkgewer.

35. GEDISHONOREERDE TJEKS

(1) Wanneer ook al 'n werkgewer enige bedrag wat ingevolge hierdie Ooreenkoms aan die Raad verskuldig is op enige ander wyse as in kontant betaal en sodanige betaling word om watter rede ook al gedishonoreer, kan die Raad 'n boete gelyk aan 1,5 persent van sodanige bedrag vir sodanige werkgewer oplê. Enige boete wat ingevolge hierdie subklousule aan die Raad verskuldig is, is op aanvraag betaalbaar.

(2) Ondanks subklousule (1), in die geval waar 'n werkgewer se bank 'n tjek dishonoreer wat deur sodanige werkgewer ten gunste van die Raad vir enige betaling ingevolge hierdie Ooreenkoms verskuldig getrek is, kan die Sekretaris van die Raad beslis dat alle toekomstige sodanige betalings deur sodanige werkgewer aan die Raad in kontant of per bankgewaarborgde tjek, poswissel of elektroniese fondsoorplasing moet wees.

36. TOEPASSINGS-/REGSKOSTE

Wanneer ook al dit nodig of dienstig word dat die Raad 'n geding in enige bevoegde forum instel vir die verhaal van enige bedrag geld wat deur 'n werkgewer van enige gelde aan 'n werknemer verskuldig, afgetrek is maar nie aan die Raad oorbetaal is nie, of gelde wat deur 'n werkgewer afgetrek en aan die Raad oorbetaal moet word, in beide gevalle inbegrepe gelde wat 'n werkgewer verplig word om namens sy werknemers te betaal, dan en in sodanige geval is die werkgewer aanspreeklik vir alle koste deur die Raad aangegaan ter verhaling van die verskuldigde bedrag, inbegrepe koste aangegaan op 'n prokureur-en-klënt-skaal in die geval waar 'n regspraktisyn deur die Raad opdrag gegee is om die bedrag in te vorder.

37. RENTE

Wanneer ook al enige bedrag wat ingevolge hierdie Ooreenkoms aan die Raad verskuldig is, nie op die vervaldatum betaal word nie, is rente bereken vanaf die vervaldatum tot die finale betaaldatum teen 'n koers van twee persent per 30 dae-tydperk op sodanige bedrag, of op enige mindere bedrag wat onbetaal is, betaalbaar.

38. SUBKONTRAKWERK

(1) In die geval waar 'n werkgewer van voorneme is om van die dienste van 'n subkontraakteur gebruik te maak wat aanleiding kan gee tot -

(a) 'n vermindering van indiensneming; of

(b) 'n wesenlike verandering van die bepalinge en voorwaardes van diens van werknemers,

geld die volgende prosedure:

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- (i) Die werkgever moet aan die vakbond of vakbonde wat die betrokke werknemers verteenwoordig, of aan die betrokke werknemers self in die geval waar hulle nie lede van 'n vakbond is nie, minstens vier weke skriftelike kennisgewing van sy voorneme gee; en
- (ii) 'n vergadering moet deur onderlinge ooreenkoms tussen die partye binne sewe dae na die datum van ontvangs deur die vakbond of vakbonde of werknemers van die kennisgewing bedoel in subparagraaf (i) belê word, waartydens die partye oor die nodigheid van en motivering vir die beoogde subkontrak oorleg moet pleeg.

(2) 'n Werkgever wat werk wat binne die geregistreerde bestek van die Raad val op subkontrak uitgee, en die subkontraakteur is gesamentlik en afsonderlik aanspreeklik vir die subkontraakteur se nakoming van die bepalings van hierdie Ooreenkoms.

39. VERBOD OP INDIENSNEMING

'n Werkgever mag nie -

- (i) enige persoon onder die ouderdom van 15 jaar in diens neem nie; of
- (ii) van 'n vroulike werknemer vereis of haar toelaat om gedurende die tydperk beginnende -
 - (a) agt weke, in die A-Gebied; en
 - (b) vier weke, in die B-Gebied,

voor die verwagte datum van haar bevalling en eindigende sewentien weke na aanvang van haar kraamverlof, te werk nie.

40. INDIENSNEMING VAN ONWETTIGE IMMIGRANTE

'n Werkgever mag nie 'n persoon wat 'n onwettige immigrant is opsetlik in diens neem nie.

41. WERKNEMERVERTEENWOORDIGERS IN DIE RAAD

Werknemerverteenwoordigers in die Raad moet alle redelike geleenthede deur hulle werkgevers toegestaan word om hulle pligte in verband met Raadsaangeleenthede na te kom.

42. TYD- EN LOONREGISTERS

(1) Elke werkgever moet 'n bygewerkte register wat die inligting wat voorgeskryf is in artikel 31 (1), (2) en (3) van die Wet op Basiese Diensvoorwaardes, 1997 (Wet No. 75 van 1997), en die regulasies daarkragtens uitgevaardig, bevat van die verdienste betaal aan en die tyd gewerk deur elk van sy werknemers, by sy bedryfsinrigting vir inspeksie te alle tye beskikbaar hou. Alle inskrywings in sodanige register moet in ink en onuitwisbaar wees.

(2) Elke werkgewer moet die voltooië register in subklousule (1) bedoel vir 'n tydperk van drie jaar na die datum van die laaste inskrywing daarin, bewaar.

(3) Elke werkgewer moet met die aanvang van diens van elke werknemer -

(a) die volle voorname, van en identiteitsnommer van die werknemer;

(b) sy klas werk; en

(c) die datum waarop hy diens aanvaar het,

in die register in subklousule (1) bedoel, inskryf.

43. DAAGLIKSE LOGBOEK

(1) 'n Werkgewer moet elke drywer wat van sy woonplek en sy werkgewer se bedryfsinrigting weg is op 'n rit wat langer duur as die verpligte ruspouse van nege agtereenvolgende ure wat in klousule 5 (3) voorgeskryf word, van 'n daaglikse logboek voorsien wat aan die volgende spesifikasies voldoen:

(a) Die logstate moet in duplikaat-folio en in serie wees;

(b) die Raad se naam, straatadres en posadres en die telefoonnommer van die Raad se naaste kantoor aan die werkgewer se bedryfsinrigting waar die werknemer werksaam is, moet op die drywer se afskrif van die logstaat verskyn;

(c) die naam van die werkgewer of eienaar-drywer moet op elke logstaat verskyn;

(d) die volgende moet op elke logstaat ingeskryf word -

(i) die datum;

(ii) die naam van die drywer;

(iii) die naam van enige algemene werker, veiligheidsbeampte of ander werknemer wat die voertuig vergesel;

(iv) die handtekening van die drywer en die werkgewer, of die werkgewer se gemagtigde verteenwoordiger;

(v) die registrasienommer van die voertuig en van enige sleepwa;

(vi) die afstandmeterlesings ter aanvang en na afloop van die skof;

(vii) die skofaanvangs- en -sluitingstye;

(viii) die aanvangs- en sluitingstye van alle etenspouses;

(ix) die aanvangs- en sluitingstye van alle ruspouses;

(x) die getal gewone ure gewerk;

(xi) die getal oortydure gewerk; en

(xii) die getal ure op Sondag en openbare feesdae gewerk; en

(e) voorsiening moet gemaak word vir die drywer om algemene opmerkings betreffende sy pligte en enige voertuig- of sleepwa-gebreke aan te teken.

(2) 'n Drywer moet, ten opsigte van elke dag se werk, die gegewens ingevolge subklousule (1) vereis in sy logboek inskryf en moet na afloop van elke dag se werk, of so spoedig doenlik daarna, die oorspronklike logstaat aan sy werkgever besorg en 'n afskrif daarvan as sy rekord behou. 'n Drywer mag nie valse gegewens in sy logboek opteken nie en 'n werkgever mag nie van 'n drywer vereis of hom toelaat om valse gegewens in sy logboek in te skryf nie.

(3) In die geval waar 'n drywer plaaslike afleverings doen en nie van sy woonplek en sy werkgever se bedryfsinrigting weg is nie op 'n rit wat langer duur as die verpligte ruspouse in subklousule (1) bedoel, kan die werkgever 'n bywoningsregister gebruik in plaas van die logboek in genoemde subklousule voorgeskryf.

44. VERTONING VAN OOREENKOMS EN KENNISGEWINGS

(1) 'n Werkgever moet 'n leesbare afskrif van hierdie Ooreenkoms in minstens twee amptelike tale beskikbaar hou op die perseel waar sy motorvoertuie gewoonlik geparkeer word en op die gewone plek waar lone betaal word, op 'n plek waar dit gereedelik toeganklik is vir sy werknemers.

(2) 'n Werkgever moet op 'n in die oog vallende plek by sy bedryfsinrigting 'n kennisgewing wat die dag van die week, of, onderhewig aan die bepalings van klousule 6 (1) (i), die dag van die maand, en die tyd en plek waar lone gewoonlik betaal sal word, aantoon, plaas waar dit gereedelik toeganklik is vir sy werknemers. Indien lone op meer as een plek betaal word, moet sodanige kennisgewing besonderhede van elke sodanige plek bevat.

45. AGENTE VAN DIE RAAD

(1) Een of meer persone sal deur die Raad as agente aangestel word om dit met die toepassing van die bepalings van sy kollektiewe ooreenkomste behulpzaam te wees.

(2) Die Raad kan die Minister van Arbeid versoek om enige persoon as 'n aangewese agent van die Raad aan te stel ingevolge artikel 33 van die Wet.

(3) 'n Aangewese agent het al die magte wat ingevolge Skedule 10 van die Wet aan 'n kommissaris verleen is.

46. VRYSTELLINGS DEUR DIE RAAD

(1) Aansoeke deur nie-partye om vrystelling van enige van of al die bepalings van hierdie Ooreenkoms moet voldoen aan die vereistes voorgeskryf in die Raad se Vrystellings en Geskilbeslegtings Kollektiewe Ooreenkoms soos gepubliseer by Goewermentskennisgewing No. R. 919 van 24 Julie 1998, soos van tyd tot tyd gewysig en verleng.

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(2) Die Onafhanklike Liggaam ingestel deur die Raad ingevolge artikel 32 van die Wet moet appèlle oorweeg teen weierings deur die Raad se Vrystellingsliggaam om vrystellings te verleen.

47. BESLEGTING VAN GESKILLE

Geskille aangaande die vertolking, toepassing of afdwing van hierdie Ooreenkoms moet besleg word ooreenkomstig die prosedure voorgeskryf in die Raad se Vrystellings en Geskilbeslegtings Kollektiewe Ooreenkoms soos gepubliseer by Goewermentskennisgewing No. R. 919 van 24 Julie 1998, soos van tyd tot tyd gewysig en verleng.

48. JAARLIKSE LOONONDERHANDELINGS

Die Raad sal jaarliks onderhandel oor substantiewe aangeleenthede, uitgesonderd woordskrywings en proseduresake, wat alle werknemers raak en moet poog om wysigings aan hierdie Ooreenkoms wat daaruit voortspruit teen nie later nie as 1 Maart van elke daaropvolgende jaar te laat uitvaardig. In die geval waar die partye by die Raad nie teen 30 November van enige jaar na drie agtereenvolgende vergaderings eenstemmigheid bereik nie, kan enige party hom beroep op die geskilprosedure soos voorgeskryf in die Konstitusie van die Raad.

49. BEDINGINGSEENHEID

Die insluiting van enige ander kategorie werknemer in die Raad se bedingingseenheid is onderworpe aan die volgende prosedure:

(1) Die Verkiesingsinstituut van Suid-Afrika, of enige ander organisasie waarop die partye by die Raad ooreenkom, sal deur die Raad versoek word om die presiese getal vakbondlede in die bykomende kategorieë, met verwysing na elke kategorie en vakbond, op 'n onafhanklike en onpartydige wyse deur 'n proses wat met die partye ooreengekom is, te bepaal; en

(2) indien dit as gevolg van die prosedure in subklousule (1) voorgeskryf bepaal word dat die vakbondpartye by die Raad gesamentlik minstens 50 persent plus een lidmaatskap in enige sodanige kategorie het, moet daardie kategorie by die bedingingseenheid gevoeg word vir toekomstige bedingingsdoeleindes.

50. VLAKKE VAN BEDINGING IN DIE NYWERHEID

(1) Die forum vir die onderhandeling en sluiting van substantiewe ooreenkomste betreffende lone, voordele en ander diensvoorwaardes tussen werkgewers en werkgewersorganisasies aan die een kant en vakbonde aan die ander kant, is die Bedingingsraad.

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(2) Nie-substantiewe diensvoorwaardes, operasionele prosedures, bonusse of aansporingskemas wat direk met wins of produktiwiteit, of beide, verband hou, word nie op die Bedingingsraad onderhandel nie, maar op sodanige ander vlak soos wat die partye by sodanige onderhandelings mag ooreenkom.

(3) Geen vakbond of werkgewersorganisasie mag poog om enige natuurlike persoon of regspersoon of organisasie deur enige vorm van staking of uitsluiting te dwing of te oorreed, of deur enige natuurlike persoon of regspersoon of organisasie deur enige vorm van staking of uitsluiting gedwing of oorreed word, om die aangeleenthede in subklousule (1) vermeld op enige vlak anders as die Raad te onderhandel.

(4) Enige kollektiewe prosedure-ooreenkoms tussen 'n werkgewer wat 'n lid is van die Werkgewersorganisasie en 'n partyvakbond wat bepalings bevat wat strydig is met hierdie Ooreenkoms, moet deur sodanige partye as gewysig beskou word om die bepalings van subklousules (1), (2) en (3) te vervat en is nie bindend nie in die mate waartoe sodanige bepalings van sodanige prosedure-ooreenkoms strydig is met vermelde subklousules.

51. PROSEDURE BY PERSONEELAFLEGGING

(1) Die afleggingsprosedures in die Wet voorgeskryf is van toepassing op personeel-ontslag gegrond op bedryfsvereistes, deur 'n werkgewer beoog.

(2) 'n Werknemer wat afgelê word moet van 'n Dienssertifikaat in die vorm van Aanhangsel B voorsien word en van 'n brief wat bevestig dat hy ontslaan is weens bedryfsvereistes (personeelaflegging).

(3) Die werkgewer moet, binne 72 uur nadat 'n werknemer vir aflegging gekeur en skriftelik daarvan in kennis gestel is, die Raad van die aflegging in kennis stel deur die Afleggingsadvies (Aanhangsel G) wat vir hierdie doel voorgeskryf word, in te vul en dit aan die Sekretaris van die Raad, Privaatsak X69, Braamfontein, 2017, te versend.

52. BETALING VAN BYDRAES

Ten einde die voordele van werknemers wat lede is, of behoort te wees, van die Raad se Voorsorgfonds te beskerm en/of te bewaar, kan die Sekretaris van die Raad na goeddunke enige bydraes deur 'n werkgewer ingevolge klousules 19, 21, 22 en 32 van hierdie Ooreenkoms aan die Raad betaal, hertoewys aan enige tekortkomende bydraes deur sodanige werkgewer en werknemers verskuldig ingevolge klousule 7 van die Voorsorgfondsooreenkoms en die Raad word geag nie voldoende fondse vir die betaling van verlofsoldy, vakansiesoldybonusse of siektesoldy wat ingevolge die tersake klousules van hierdie Ooreenkoms betaalbaar mag word, te besit nie.

53. AFTREKKINGS

(1) Behalwe waar andersins in hierdie Ooreenkoms bepaal, mag geen werknemer instem tot enige aftrekkings van sy lone ten opsigte van verlies of skade deur sy werkgever gely, tensy -

- (i) die verlies of skade in die loop van diens voorgekom het en aan die skuld van die werknemer te wyte was;
- (ii) sodanige aftrekkings minder as R1 000,00 beloop; en
- (iii) die instemming tot die aftrekkings in 'n dokument vervat is wat in die teenwoordigheid van 'n medewerknemer van die werknemer se keuse onderteken is.

(2) (a) Indien 'n werknemer nie tot sodanige aftrekking instem nie, of indien enige aftrekking R1 000,00 oorskry, mag die werkgever nie die aftrekking maak nie tensy die werkgever die werknemer aanspreeklik bevind het vir sodanige verlies of skade na 'n billike ondersoek waartydens 'n billike prosedure gevolg is en die werknemer 'n redelike geleentheid gebied is om aan te voer waarom die aftrekking nie gemaak behoort te word nie.

(b) Die totale bedrag van enige aftrekkings mag nie die werklike bedrag van die verlies of skade oorskry nie en geen aftrekking mag gemaak word nie indien dit sal meebring dat die werkgever twee keer vir dieselfde verlies of skade vergoed word.

(c) Die totale aftrekking ingevolge hierdie klousule van 'n werknemer se besoldiging mag nie een kwart van sy besoldiging in kontant oorskry nie.

(d) Gedurende enige tydperk van 52 weke mag aftrekkings vir verlies of skade nie 20 persent van die werknemer se jaarlikse loon oorskry nie.

(3) Ten opsigte van enige ander skuld, mag 'n werknemer nie enige aftrekkings van 'n werknemer se besoldiging maak nie, tensy -

- (i) die aftrekking vereis of toegelaat word ingevolge 'n wet, kollektiewe ooreenkoms, hofbevel of arbitrasietoekenning;
- (ii) die werknemer skriftelik toestem tot die aftrekking ten opsigte van 'n skuld in sodanige toestemming gespesifiseer; of
- (iii) 'n ooreenkoms ten opsigte van enige goedere deur die werknemer gekoop die aard en hoeveelheid van sodanige goedere spesifiseer.

(4) 'n Werkgever wat 'n bedrag van 'n werknemer se besoldiging aftrek ingevolge subklousule (1) of (3) vir betaling aan 'n ander persoon, moet die bedrag aan sodanige ander persoon betaal in ooreenstemming met die

tydgrense en ander vereistes in die toestemming, wet, kollektiewe ooreenkoms, hofbevel of arbitrasietoekenning vermeld.

(5) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat nie om -

(i) enige besoldiging terug te betaal nie, behalwe vir oorbetalings wat vroeër deur die werkgewer gemaak is weens die foutiewe berekening van die werknemer se besoldiging; of

(ii) ontvangs te erken van 'n groter bedrag as die besoldiging wat werklik ontvang is.

(6) Behalwe waar andersins bepaal in hierdie Ooreenkoms, wanneer ook al 'n werknemer van werk afwesig is anders as op versoek van sy werkgewer, kan sy werkgewer 'n aftrekking maak wat eweredig is aan die tydperk van sy afwesigheid en bereken is op die grondslag van sy loon ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid.

(7) Onderworpe aan die toestemming van die Raad kan 'n werkgewer 'n bedrag wat aan 'n werknemer voorgeskiet is op sy besoldiging, en die koste van beskermende klere of gereedskap of toerusting wat gratis aan hom uitgereik is en wat hy versuim om op versoek aan sy werkgewer terug te besorg, van sy besoldiging aftrek: Met dien verstande dat die Raad, by oorweging van enige eis deur 'n werkgewer om vergoeding vir verlies, slegs daardie items wat spesifiek aan 'n drywer uitgereik is en wat te alle tye in sy besit moet bly en enige ander gewone toerusting wat aan 'n voertuig vasgemaak of daarin toegesluit is, as gereedskap en toerusting sal beskou

(8) 'n Werknemer wat veronreg voel deur enige aftrekking van sy besoldiging ingevolge hierdie klousule kan, by aanvoering van grondige redes, na die Raad appelleer wat, na deeglike oorweging van al die feite betreffende sodanige aftrekking, die appèl moet handhaaf of van die hand wys.

54. MAANDELIKSE OPGAWES

(1) Elke werkgewer moet aan die bepalinge van klousules 19, 21, 22, 30 en 32 voldoen deur 'n maandelikse opgawe in die vorm van Aanhangsel D iedere en elke maand te voltooi en in te dien en die totale verskuldigde bedrag vir die opgawe betyds aan die Raad te betaal.

(2) 'n Werkgewer word slegs geag aan die bepalinge van subklousule (1) te voldoen het by betyds ontvangs deur die Raad van die vermelde Aanhangsel en betaling te Vyfde Verdieping, Road Freight House, De Kortestraat 31, Braamfontein, Johannesburg.

(3) Onderworpe aan die voorafgaande skriftelike toestemming van die Sekretaris van die Raad kan 'n werkgewer sy eie maandelikse opgawe reproduseer wat in alle opsigte aan Aanhangsel D moet voldoen.

(4) In die geval waar 'n werkgewer 'n maandelikse opgawe by die Raad indien wat -

(a) nie in alle opsigte aan Aanhangsel D voldoen nie;

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- (b) nie na die mening van die Sekretaris van die Raad voldoende leesbaar is nie;
- (c) nie die volle gegewens van die werkgewer en sy werknemers, soos daarin vereis, korrek aandui nie;
- (d) nie alle ander gegewens daarin vereis korrek vervat of, waar verlang, verduidelik nie;
- (e) een of meer foutiewe hydraes verskuldig ingevolge die bepalinge in subklousule (1) vermeld, aandui;
- (f) nie behoorlik klop nie; of
- (g) nie met die vergesellende tjek of enige ander betaling deur die Raad ten opsigte van die opgawe ontvang, ooreenstem nie,

kan die Sekretaris van die Raad, of 'n beampte deur hom aangewys, die maandelikse opgawe en vergesellende betaling aan die werkgewer terugstuur en word die werkgewer geag nie aan die vereistes van die betrokke klousule of klousules in subklousule (1) vermeld, te voldoen het nie. Die tydverlies veroorsaak deur sodanige terugstuur van die maandelikse opgawe en betaling aan die werkgewer en deur die herindiening daarvan aan die Raad, word geag die werkgewer se skuld te wees.

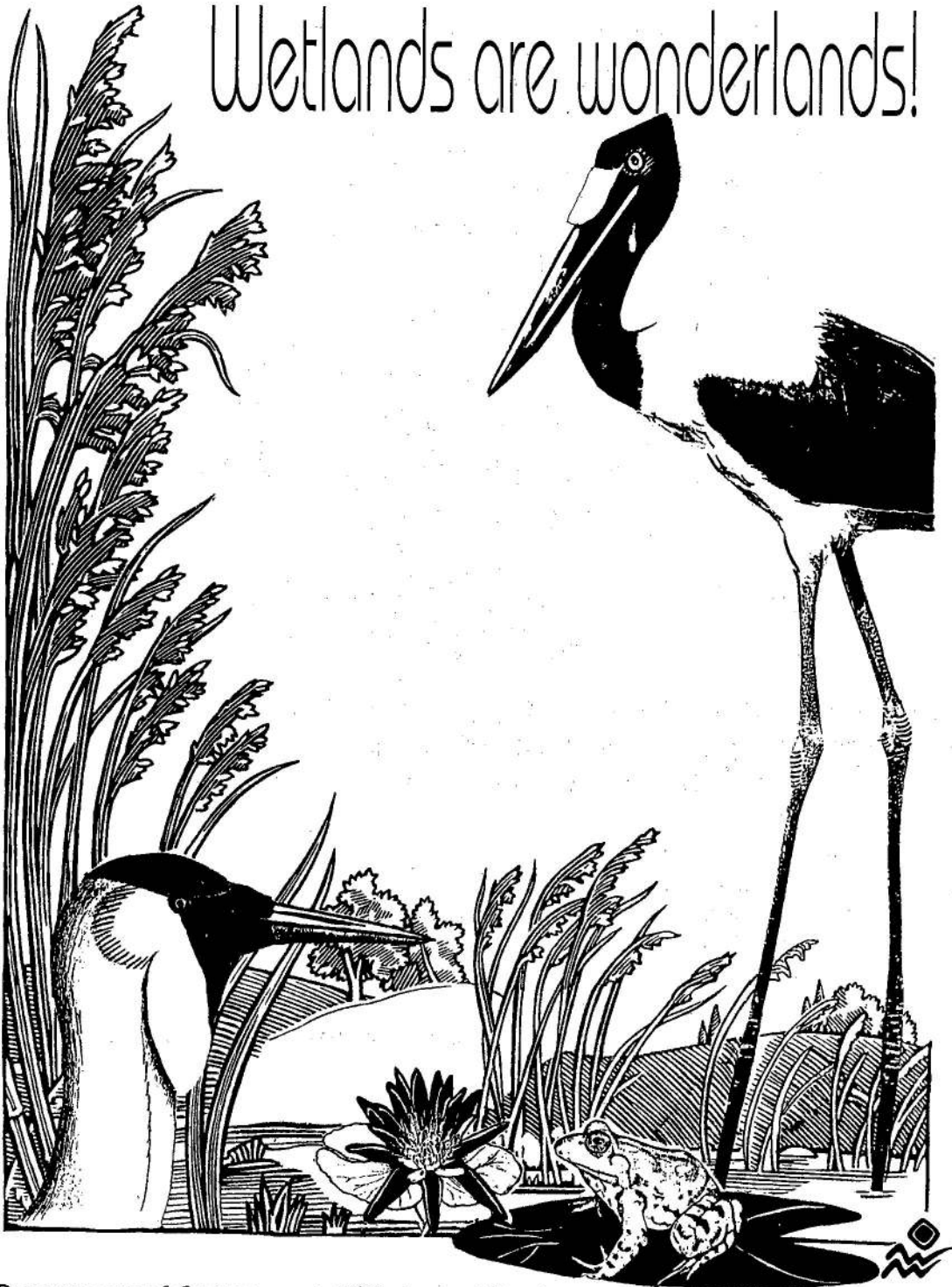
Vir en namens die partye by die Raad op hede die dag van 200 te Johannesburg onderteken.

Voorsitter van die Raad

Ondervoorsitter van die Raad

Sekretaris van die Raad

Wetlands are wonderlands!



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