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UNION OF SOUTH AFRICA

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GOEWERMENSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

No. 380.] [15 Maart 1957.

NYWERHEID-VERSOENINGSWET, 1956.

PADPASSASIERSVERVOERONDERNEMING, DURBAN.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

(a) kragtens paragraaf (a) van subartikel (1) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en wat betrekking het op die Padpassasierversvoeronderneming van die tweede Maandag af na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig drie jaar na genoemde tweede Maandag, bindend is vir die werkgewers en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie Vereniging is;

(b) kragtens paragraaf (b) van subartikel (1) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 13 en 17 tot en met 18 van genoemde Ooreenkoms van die tweede Maandag af na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar van genoemde tweede Maandag af eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke of in diens is by genoemde onderneming in die munisipale gebied van Durban; en

(c) kragtens paragraaf (a) van subartikel (3) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 13 en 17 tot en met 18 van genoemde Ooreenkoms van die tweede Maandag af na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar van genoemde tweede Maandag af eindig, in die munisipale gebied van Durban *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde onderneming by die werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hulle diens.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

No. 380.] [15 March 1957.

INDUSTRIAL CONCILIATION ACT, 1956.

ROAD PASSENGER TRANSPORTATION UNDERTAKING, DURBAN.

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

(a) in terms of paragraph (a) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Road Passenger Transportation Undertaking shall be binding from the second Monday after the date of publication of this notice and for the period ending three years after the said second Monday, upon the employers who and the trade union which entered into the said Agreement and upon the employees who are members of that Union;

(b) in terms of paragraph (b) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 13 (inclusive) and 17 to 18 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending three years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said undertaking in the municipal area of Durban; and

(c) in terms of paragraph (a) of sub-section (3) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that in the municipal area of Durban and from the second Monday after the date of publication of this notice, and for the period ending three years from the said second Monday, the provisions contained in clauses 1, 3 to 13 (inclusive) and 17 to 18 (inclusive) of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said undertaking by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

BYLAE.

NYWERHEID-VERSOENINGSWET, 1937.

OOREENKOMS

ingevolge die Nywerheid-versoeningswet, 1937, gesluit deur die „Durban Non-European Bus Employees' Union“ (hieronder „die werknemers“ of „die vakvereniging“ genoem), aan die een kant, en

- (1) K. Jugoo Bros., Mallinsonweg 30, Sydenham;
- (2) M. M. Moodley, Trimbomweg 53, Mayville;
- (3) Omnibus Serv. ces (Pty.), Ltd., Kaledanweg 34, Mayville;
- (4) Springbok Passenger Service, Candellaweg 101, Mayville;
- (5) S. A. & S. G. Pillay, Pineweg 49, Rossburgh;
- (6) M. Dhurmalingam, Cherryweg 105, Rossburgh;
- (7) R. Rampersadh, Georgehillweg 26, Sydenham;
- (8) Clairwood Motor Transport, South Coastweg 538, Rossburgh;
- (9) Cavendish Transport Co., Victoriastraat 82, Durban;
- (10) Ballaram & Son, Posbus 1, Hillary;
- (11) S. Dass, Posbus 13, Reunion;
- (12) Balaram Naidoo, Roonkanweg 79, Stella Hill;
- (13) M. K. Moodley, Greystraat 135, Durban;
- (14) C. Baichan, Inandaweg 267, Sea Cow Lake;
- (15) B. Seebran, Blinkbonnieweg 91, Mayville;
- (16) R. D. Pillay, Columbiaweg 67, Greenwoodpark;
- (17) H. Jugoo, Wakesleighweg 79, Mayville;
- (18) R. Dwarik, Sastrieweg 17, Rossburgh;
- (19) Northdene Bus (Pty.), Ltd., Ridlevparkweg 10, Malvern;
- (20) G. Rugnath, Sea Cow Lakeweg 992, Sea Cow Lake;
- (21) Glen Anil Bus Co., Madressadeurloop 67, Durban;
- (22) Hebble Bus Service, Victoriastraat 79, Durban;
- (23) Springfield Omnibus Service, Candellaweg 343, Mayville;
- (24) S. Rugnath, Sea Cow Lakeweg 992, Sea Cow Lake;
- (25) R. Raghu Bros., Plinkbonnieweg 164, Mayville;
- (26) Sydenham Transport Co., Chancellorlaan 19, Mayville;
- (27) P. Naidoo, Albertstraat 35, Durban;
- (28) B. Jugroop, Reedbankweg 19, Springfield;
- (29) R. Ramdhin, Pineweg 202, Rossburgh;
- (30) D. Ramlugan & Son, Jacobsweg 256, Jacobs;
- (31) G. Rugbeer & S. Kishulal, Chancellorlaan 19, Mayville;
- (32) Padruth's Bus Service, Jacobsweg 270, Jacobs;
- (33) Seaman Chetty, Randlesweg 121, Mayville;
- (34) M. Hoosen, Victoriastraat 79, Durban;
- (35) M. K. Naidoo, Willsweg 79, Durban;
- (36) O. O. Osman, Ritsonweg 50, Durban;
- (37) G. Rampersadh (Candella Transport Co.), Sparksweg 48, Overport

(hieronder „die werkgevers“ genoem), aan die ander kant, wat die partye is by die Versoeningsraad wat deur die Minister van Arbeid aangestel is.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms is in die munisipalegebied van Durban van toepassing op werknemers in die padpassasiersonderneming wat lede van die vakvereniging is en vir wie lone in hierdie Ooreenkoms voorgeskryf word en op bogenoemde werkgevers in genoemde onderneming ten opsigte van voertuig wat tussen eindpunte binne die munisipalegebied van Durban loop.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel agt-en-veertig van die Nywerheids-versoeningswet, 1937, vasstel, en bly van krag vir drie jaar of vir 'n tydperk wat hy vasstel.

3. WOORDBEPALINGS.

Tensy die teendeel klaarblyklik bedoel word, het uitdrukkings in hierdie Ooreenkoms wat in die Nywerheid-versoeningswet, 1937, omskryf word, dieselfde betekenis as in die wet; verwysings na 'n wet sluit wysigings daarvan in, woorde wat die nianlike geslag aandui, sluit vrouens in; en tensy dit strydig is met die verband, beteken—

„los kondukteur“, 'n kondukteur wat vir hoogstens drie dae per week by dieselfde werkgever in diens is;

„los bestuurder“, 'n bestuurder wat vir hoogstens drie dae per week by dieselfde werkgever in diens is;

„kondukteur“, 'n werknemer, uitgesonderd 'n bestuurder, wat reisgeld op 'n padpassasiersvoertuig invorder en die nodige aantekeninge kan hou oor die reisgeld wat ontvang en/of die reis wat onderneem is;

„dag“, die tydperk van 24 uur vandat die werknemer met sy werk begin;

„bestuurder“, 'n werknemer wat beheer oor padpassasiersvoertuig het en dit bestuur en wat reisgeld kan invorder, 'n kondukteur se pligte kan onderneem en kleiner herstelwerk aan die voertuig kan doen;

„werkure“, tyd wanneer bestuur en/of reisgeld ingevorder word en alle werkdagperke in verband met die voertuig, of sy passasiers, die oorneem of terugplasing in die loods van die voertuig, aantekeninge hou, kontantgeld inbetaal, en alle tydperke wat 'n werknemer tot beskikking van sy werkgever is;

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1937.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into between

The Durban Non-European Bus Employees' Union of the one part (hereinafter referred to as "the Employees" or "the trade union"), and

- (1) K. Jugoo Bros., 30 Mallinson Road, Sydenham;
- (2) M. M. Moodley, 53 Trimbom Road, Mayville;
- (3) Omnibus Services (Pty.), Ltd., 34 Kaledan Road, Mayville;
- (4) Springbok Passenger Service, 101 Candella Road, Mayville;
- (5) S.A. & S.G. Pillay, 49 P.nc Road, Rossburgh;
- (6) M. Dhurmalingam, 105 Cherry Road, Rossburgh;
- (7) R. Rampersadh, 26 Georgehill Road, Sydenham;
- (8) Clairwood Motor Transport, 538 South Coast Road, Rossburgh;
- (9) Cavendish Transport Co., 82 Victoria Street, Durban;
- (10) Ballaram & Sons, P.O. Box 1, Hillary;
- (11) S. Dass, P.O. Box 13, Reunion;
- (12) Balaram Naidoo, 79 Roonkan Road, Stella Hill;
- (13) M. K. Moodley, 135 Grey Street, Durban;
- (14) C. Baichan, 267 Inanda Road, Sea Cow Lake;
- (15) B. Seebran, 91 Blinkbonnie Road, Mayville;
- (16) R. D. Pillay, 67 Columbia Road, Greenwood Park;
- (17) H. Jugoo, 79 Wakesleigh Road, Mayville;
- (18) R. Dwarik, 17 Sastri Road, Rossburgh;
- (19) Northdene Bus (Pty.), Ltd., 10 Ridley Park Road, Malvern;
- (20) G. Rugnath, 992 Sea Cow Lake Road, Sea Cow Lake;
- (21) Glen Anil Bus Co., 67 Madressa Arcade, Durban;
- (22) Hebble Bus Service, 79 Victoria Street, Durban;
- (23) Springfield Omnibus Service, 343 Candella Road, Mayville;
- (24) S. Rugnath, 992 Sea Cow Lake Road, Sea Cow Lake;
- (25) R. Raghu Bros., 164 Blinkbonnie Road, Mayville;
- (26) Sydenham Transport Co., 19 Chancellor Avenue, Mayville;
- (27) P. Naidoo, 35 Albert Street, Durban;
- (28) B. Jugroop, 19 Reedbank Road, Springfield;
- (29) R. Ramdhin, 202 Pine Road, Rossburgh;
- (30) D. Ramlugan & Son, 256 Jacobs Road, Jacobs;
- (31) R. Rugbeer & S. Kishulal, 19 Chancellor Avenue, Mayville;
- (32) Padruth's Bus Service, 270 Jacobs Road, Jacobs;
- (33) Seaman Chetty, 121 Randles Road, Mayville;
- (34) M. Hoosen, 79 Victoria Street, Durban;
- (35) M. K. Naidoo, 79 Wills Road, Durban;
- (36) O. O. Osman, 50 Ritson Road, Durban;
- (37) G. Rampersadh (Candella Transport Co.), 48 Sparks Road, Overport,

of the other part (hereinafter referred to as the "employers"), being parties to the Conciliation Board appointed by the Minister of Labour.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall apply in the municipal area of Durban to employees who are members of the trade union and for whom wages are prescribed in this Agreement employed in the Road Passenger Transportation Undertaking and to the abovementioned employer engaged in the said Undertaking in respect of vehicles operating to and from any termini in the municipal area of Durban.

2. PERIOD OF OPERATION OF AGREEMENT.

The Agreement shall come into operation as from a date to be determined by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1937, and shall remain in force for a period of three years or for such period as may be determined by him.

3. DEFINITIONS.

Unless the contrary intention appears, any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act; any reference to an Act includes any amendment thereof; words importing the masculine gender include females; further, unless inconsistent with the context—

“casual conductor” means a conductor employed by the same employer for not more than three days in any week;

“casual driver” means a driver employed by the same employer for not more than three days in any week;

“conductor” means an employee other than a driver who collects fares on a road passenger transportation vehicle and who may keep the necessary records in connection with the fares received and/or the journeys undertaken;

“day” means the period of twenty-four hours calculated from the time the employee commences work;

“driver” means an employee who is in charge of and drives a road passenger transportation vehicle, and who may be responsible for the collection of fares; and may perform the duties of a conductor and make running repairs to the vehicle;

“hours of work” include all periods of driving and/or collecting fares and all periods of work in connection with the vehicle or its passengers, the taking over or garaging of the vehicle, keeping records, paying in cash and all periods during which an employee is at the disposal of his employer;

„padpassasiersvervoeronderneming”, die onderneming waarin werkgewer en werknemer geassosieer is met die doel om op enige openbare pad enige persoon of persone teen vergoeding te vervoer deur middel van enige voertuig (uitgesonderd 'n voertuig wat behoort aan en beheer word deur die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of enige munisipaliteit of ander plaaslike bestuur, of 'n voertuig wat uitsluitlik of hoofsaaklik vir die vervoer van blanke passasiers gebruik word) wat anders as deur mense- of dierekrag aangedryf word en bedoel is om meer as sewe persone, die bestuurder ingesluit, gelyktydig te vervoer;

„padpassasiersvoertuig”, enige voertuig (uitgesonderd 'n voertuig wat behoort aan of beheer word deur die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens, of enige munisipaliteit of plaaslike bestuur, of 'n voertuig wat uitsluitlik of hoofsaaklik vir die vervoer van blanke passasiers gebruik word) wat anders as deur mense- of dierekrag aangedryf word en bedoel is om meer as sewe persone, die bestuurder ingesluit, gelyktydig op enige openbare pad teen vergoeding te vervoer;

„korttyd”, 'n tydelike vermindering van die getal gewone werkure weens 'n defek aan 'n padpassasiersvoertuig;

„werkdag”, die tydperk per dag van die tyd waarop die werknemer begin werk tot die tyd waarop hy op daardie dag ophou werk;

„loon”, die deel van die besoldiging wat in kontant aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure wat in klousule 6 voorgeskryf word.

4. BESOLDIGING.

(1) Hieronder volg die minimum loon wat 'n werkgewer aan elke lid van sy ondervermelde klasse werknemers moet betaal.

	Per week.
	£ s. d.
Bestuurder	4 6 0
Kondukteur	2 5 9

Vir 'n diens-tydperk van vier uur of minder per dag. Vir 'n diens-tydperk van meer as vier uur per dag.

	s. d.	£ s. d.
Los bestuurder	10 0	1 0 0
Los kondukteur	5 0	10 0

(2) *Uniform-, was- en stryktoelae.*—'n Werknemer, uitgesonderd 'n los werknemer, moet, benewens sy gewone weeklikse loon, die volgende betaal word:—

- (i) 'n Uniformtoelae van 4s. per week; en
- (ii) 'n was- en stryktoelae van 6d. per week.

(3) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die basis van dienskontrak van 'n werknemer, uitgesonderd 'n los kondukteur en 'n los bestuurder, weekliks en behalwe soos bepaal in klousule 5 (6) moet 'n werknemer ten opsigte van 'n week minstens die volle weeklikse loon, voorgeskryf in subklousule (1) vir 'n werknemer van sy klas betaal word, of hy in daardie week die maksimum getal gewone ure voorgeskryf in klousule 6 (1) of minder gewerk het.

(4) *Berekening van maandelikse loon.*—As 'n werknemer ingevolge klousule 5 (1) maandeliks betaal word, moet sodanige loon bereken word teen vier-en-een-derde maal die loon voorgestryf in subklousule (1) vir 'n werknemer van sy klas.

(5) *Verblyftoelae.*—As 'n werknemer nie in staat is om vir sy nagrus na sy huis terug te keer nie, moet hy 'n verblyftoelae betaal word van minstens sewe shillings en ses pennies benewens die loon van toepassing om hom ingevolge subklousule (1).

5. BETALING VAN BESOLDIGING.

(1) *Werknemers uitgesonderd 'n los kondukteur en 'n los bestuurder.*—Behalwe soos bepaal in klousule 8 (3) moet bedrae verskuldig aan 'n werknemer uitgesonderd 'n los kondukteur en 'n los bestuurder weekliks kontant betaal word, of by ooreenkoms maandeliks nie later as dertig minute na voltooiing van die dag se werk op die gewone betaaldag nie of by diensbeëindiging as dit plaasvind voor die gewone betaaldag, en moet in 'n koevert of ander houer wees wat die werkgewer en werknemer se name, die werknemer se beroep, die getal gewone en oortydure gewerk, die besoldiging verskuldig, bedrae afgetrek en die tydperk ten opsigte waarvan betaling gedoen word, aantoon.

(2) *Los kondukteur en los bestuurder.*—'n Werkgewer moet die besoldiging verskuldig aan sy los kondukteur en los bestuurder kontant betaal by beëindiging van sy diens.

(3) *Premies.*—Geen betaling mag regstreeks of onregstreeks aan 'n werkgewer gedoen of deur hom aangeneem word ten opsigte van die indiensneming of opleiding van 'n werknemer nie.

(4) *Koop van goedere.*—'n Werkgewer mag nie vereis dat sy werknemer goedere van hom of van 'n winkel of persoon deur hom aangewys, moet koop nie.

“Road Passenger Transportation Undertaking” means the undertaking in which employer and employee are associated for the purpose of conveying for reward on any public road any person or persons by means of any vehicle (other than a vehicle owned and controlled by the South African Railways and Harbours Administration or by any Municipality or other local authority or a vehicle used solely or mainly for the conveyance of European passengers) designed for propulsion other than by human or animal power and intended to carry more than seven persons simultaneously, including the driver;

“road passenger transportation vehicle” means any vehicle (other than a vehicle owned or controlled by the South African Railways and Harbours Administration or by any municipality or local authority or a vehicle used solely or mainly for the conveyance of European passengers) designed for propulsion otherwise than by human or animal power and intended to carry for reward on any public road more than seven persons simultaneously, including the driver;

“short-time” means a temporary reduction in the number of ordinary hours of work due to the disablement of a road passenger transportation vehicle;

“Spreadover” means the period in any day from the time when the employee first commences work until the time he finishes work on that day;

“wage” means that portion of the remuneration payable to an employee in money in respect of the ordinary hours of work laid down in clause 6.

4. REMUNERATION.

(1) The minimum wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder:—

	Per Week.
	£ s. d.
Driver	4 6 0
Conductor	2 5 9

For a period of employment of more than 4 hours but not more than 8 hours on any day. For a period of employment of more than 8 hours on any day.

	s. d.	£ s. d.
Casual driver	10 0	1 0 0
Casual conductor	5 0	0 10 0

(2) *Uniform and Laundry Allowances.*—An employee, other than a casual employee, shall be paid, in addition to his ordinary weekly wage—

- (i) a uniform allowance of 4s. per week; and
- (ii) a laundry allowance of 6d. per week.

(3) *Basis of Contract.*—For the purpose of this clause the basis of contract of employment of an employee other than a casual conductor and a casual driver shall be weekly and save as provided in clause 5 (6) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class whether he has in that week worked the maximum of ordinary hours prescribed in clause 6, (1) or less.

(4) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is in terms of clause 5 (1) paid monthly the account of such wage shall be calculated at the rate of four and one-third times the wage prescribed in sub-clause (1) for an employee of his class.

(5) *Subsistence Allowance.*—Where an employee is unable to return to his home for his night's rest he shall be paid a subsistence allowance of not less than seven shillings and sixpence in addition to the remuneration applicable to him in terms of sub-clause (1).

5. PAYMENT OF REMUNERATION.

(1) *Employees other than a Casual Conductor and a Casual Driver.*—Save as provided in clause 8 (3), any amount due to an employee other than a casual conductor and a casual driver, shall be paid in cash weekly or, by agreement, monthly, not later than thirty minutes after completion of the day's work on the usual pay day or on termination of employment if this takes place before the usual pay day, and shall be contained in an envelope or other container showing the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due, amounts deducted and the period in respect of which payment is made.

(2) *Casual Conductor and Casual Driver.*—An employer shall pay the remuneration due to his casual conductor and his casual driver in cash on termination of his employment.

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

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

(5) *Kos en inwoning.*—Behalwe soos bepaal in die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, en in die Naturellearbeid Regelsingwet, 1911, mag 'n werkgewer nie vereis dat sy werknemer by hom moet eet, en/of inwoon of by 'n persoon of plek wat hy aanwys nie.

(6) *Boetes en kortings.*—'n Werkgewer mag geen boetes van sy werknemer hef of kortings van sy besoldiging maak nie, behalwe onderstaande:—

- (a) Met die skriftelike toestemming van sy werknemer, 'n korting vir vakansie-, siekte-, versekerings-, voorsorgs- of pensioenfondse of ledegeld aan 'n werknemersorganisasie;
- (b) behalwe soos bepaal in klousule 9, as sy werknemer van werk af wegby of afwesig is weens ongeval of siekte, 'n korting in verhouding met die afwesigheid;
- (c) 'n korting van enige bedrag wat 'n werkgewer by 'n Wet of bevel van 'n bevoegde hof verplig of toegelaat word om te maak;
- (d) as 'n werknemer instem of verplig word ingevolge die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturellearbeid Regelsingwet, 1911, om kos en/of inwoning van sy werkgewer aan te neem 'n korting van hoogstens die bedrae hieronder:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
(i) Kos	0 3 0	0 13 0
(ii) Inwoning	0 2 0	0 8 8
(iii) Kos en inwoning	0 5 0	1 1 8

(e) as die gewone werkure voorgeskryf in klousule 6 (1) weens korttyd verminder word, 'n korting van een-agt-en-veertigste van die loon voorgeskryf in klousule 4 ten opsigte van elke uur van sodanige vermindering.

6. WERKURE, GEWONE EN OORTYD EN BETALING VIR OORTYD.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer behalwe 'n los kondukteur en 'n los bestuurder mag onderstaande nie oorskry nie:—

- (a) Agt-en-veertig per week;
- (b) nege per dag.

(2) Die gewone werkure van 'n los kondukteur en 'n los bestuurder mag hoogstens agt per dag wees.

(3) 'n Werkgewer mag nie vereis of toelaat dat sy werknemer vir meer as vyf agtereenvolgende ure op 'n dag werk sonder 'n tussenpoos van minstens een uur wanneer geen werk verrig mag word nie, en so 'n tussenpoos word nie as deel van die gewone werkure of oortyd beskou nie.

(4) *Oortyd.*—Alle ure gewerk benewens die getal gewone werkure voorgeskryf in subklousules (1) en (2) vir 'n dag of week, moet as oortyd beskou word.

(5) *Beperking van oortyd.*—'n Werkgewer mag nie vereis of toelaat dat sy werknemer meer as onderstaande oortyd werk nie:—

- (a) Twee uur per dag;
- (b) tien uur per week.

(6) *Betaling vir oortyd.*—'n Werkgewer moet sy werknemer vir alle oortyd deur hom gewerk minstens een en een-half maal die loon voorgeskryf in klousule 4 (1) vir 'n werknemer van sy klas betaal.

(7) *Werkdag.*—Die gewone werkure en alle oortyd deur 'n werknemer op 'n dag gewerk, moet voltooi wees en alle etenstye moet ingesluit wees binne 'n werkdag van veertien uur.

7. WEEKLIKSE RUSTYDPERK.

'n Werkgewer moet elke werknemer een volle rusdag in elke sewe opeenvolgende dae toestaan; met dien verstande dat 'n werknemer verplig of toegelaat kan word om al om die ander rusdag te werk, en met dien verstande verder dat waar 'n werknemer verplig of toegelaat word om op sy rusdag te werk, hy ten opsigte van sodanige rusdag minstens 1½ maal die loon moet ontvang wat hy vir sy gewone werkdag op 'n werkdag betaal word.

8. JAARLIKSE VERLOF.

(1) Onderworpe aan subklousule (2) moet 'n werkgewer aan sy werknemer ten opsigte van elke volle jaar diens by hom veertien opeenvolgende werkdae verlof toestaan en moet so 'n werknemer ten opsigte van elke week daarvan minstens die weeklikse loon betaal wat hy onmiddellik voor die verlof ontvang het.

(2) Die verlof wat in subklousule (1) genoem is, moet toegestaan word op 'n tydskop wat deur die werkgewer vasgestel word; met dien verstande dat—

- (i) as sodanige verlof nie vroeër toegestaan is nie, dit binne twee maande na die end van die betrokke diensjaar toegestaan moet word;
- (ii) die verlof nie mag saamval met siekteverlof ingevolge klousule 9 of met 'n tydperk wat die werknemer ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding moet ondergaan nie;
- (iii) as Nuwejaarsdag, Goeie Vrydag, Geloftedag of Kersdag binne die verloftydperk val, nog 'n dag as 'n verdere verloftydperk met volle betaling bygevoeg moet word;

(5) *Board and Lodging.*—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, and in the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

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

- (a) With the written consent of his employee, a deduction for holiday, sick, insurance, provident or pension funds, or subscription to an employees' organisation.
- (b) Save as provided in clause 9, when his employee absents himself from work or is absent owing to sickness or accident a deduction proportionate to the period of such absence.
- (c) A deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make.
- (d) When an employee agrees or is required under the Natives (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer a deduction not exceeding the amount specified hereunder:—

	Per Week.	Per Month.
	£ s. d.	£ s. d.
(i) Board	0 3 0	0 13 0
(ii) Lodging	0 2 0	0 8 8
(iii) Board and lodging	0 5 0	1 1 8

(e) Whenever the ordinary hours of work prescribed in clause 6 (1) are reduced on account of short time, a deduction of one-fortieth of the wage prescribed in clause 4 in respect of each hour of such reduction.

6. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME.

(1) *Ordinary Hours of Work.*—The ordinary hours of work of an employee other than a casual conductor and a casual driver shall not exceed—

- (a) forty-eight hours in any week;
- (b) nine in any day.

(2) The ordinary hours of work of a casual conductor and a casual driver shall not exceed eight in any day.

(3) An employer shall not require or permit his employee to work for more than five consecutive hours on any day without an interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work or overtime.

(4) *Overtime.*—All time worked in excess of the number of ordinary hours of work prescribed in sub-clauses (1) and (2) for a day or a week shall be deemed to be overtime.

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

- (a) two hours in any day;
- (b) ten hours in any week.

(6) *Payment for Overtime.*—An employer shall pay to his employee for all overtime worked by him, remuneration at a rate of not less than one and one-half times the wages laid down in clause 4 (1) for an employee of his class.

(7) *Spreadover.*—The ordinary hours of work and all overtime worked by an employee in any one day shall be completed and all meal breaks shall be included within a spread-over of fourteen hours.

7. WEEKLY REST PERIOD.

An employer shall grant to each of his employees one complete day of rest in every seven consecutive days; provided that an employee may be required or permitted to work on alternative days of rest and provided further that where an employee is so required or permitted to work on such day of rest he shall be paid in respect of such day not less than one and one-half times the wages payable in respect of the period ordinarily worked by him on a working day.

8. ANNUAL LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to his employee in respect of each completed year of employment with him fourteen consecutive working days' leave and shall in respect of each week thereof pay to such employee an amount not less than the weekly wages which he was receiving immediately before the commencement of such leave.

(2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer; provided that—

- (i) if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with any sick leave granted in terms of clause (9) nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if New Year's Day, Good Friday, Day of the Covenant or Christmas Day falls within the period of such leave, another day shall be added to the said period as a further period of leave on full pay;

(iv) 'n werkgewer geleentheidsverlof wat met volle betaling aan sy werknemer gedurende die betrokke jaar diens toegestaan is nadat die werknemer skriftelik daarom aansoek gedoen het, van die verloftydperk kan aftrek.

(3) *Verlofbesoldiging*.—Die besoldiging ten opsigte van jaarlikse verlof genoem in subklousule (1) moet voor of op die laaste werkdag voor die verlof betaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste of 'n daaropvolgende jaar diens by dieselfde werkgewer eindig voor die verloftydperk genoem in subklousule (1) opgeloop het, moet behalwe soos bepaal in die vierde voorbehoudsbepaling by subklousule (2) by sodanige beëindiging ten opsigte van elke volle maand van die tydperk van minder as een jaar minstens een-seste van die weeklikse loon betaal word wat hy onmiddellik voor beëindiging ontvang het.

(5) 'n Werknemer wat geregtig geword het op 'n verloftydperk ingevolge subklousule (1) en wie se dienskontrak eindig voordat dit toegestaan is, moet by beëindiging ten opsigte van sodanige verlof die bedrag betaal word wat in subklousule (1) genoem is.

(6) Vir die toepassing van hierdie klousule word beskou dat by die uitdrukking „diens” inbegrepe is enige tydperk of tydperke wat 'n werknemer—

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

(b) ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding moet ondergaan;

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

(d) ingevolge klousule 9 met siekteverlof afwesig is;

en dat dit begin van die datum waarop die werknemer by sy werkgewer in diens tree.

9. SIEKTEVERLOF.

(1) 'n Werkgewer moet aan sy werknemers na een maand diens by hom, as hy afwesig is van die werk weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeval waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is, twaalf werkdag siekteverlof in die geheel per jaar diens by hom toestaan en hom ten opsigte van die afwesigheid kragtens hierdie klousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande dat die werkgewer 'n sertifikaat, onderteken deur 'n geregistreerde geneesheer, kan eis waarop die aard en duur van die werknemer se siekte aangetoon word ten opsigte van elke afwesigheids tydperk waarvoor betaling geëis word.

(2) Vir die toepassing van hierdie klousule het die uitdrukking „diens” dieselfde betekenis as in klousule 8 (6).

10. OPENBARE VAKANSIEDAE.

(1) 'n Werknemer is geregtig tot verlof op Nuwejaarsdag, Goeie Vrydag, Gelofte dag en Kersdag en dié verlof moet aan hom toegestaan word en hy moet ten opsigte van elke sodanige dag minstens die weeklikse loon voorgeskryf in klousule 4 (1) vir 'n werknemer van sy klas, gedeel deur ses, betaal word, met dien verstande dat van 'n werknemer vereis kan word om op so 'n dag te werk.

(2) *Betaling vir werk op openbare vakansiedae*.—(a) As 'n werknemer, behalwe 'n los kondukteur en 'n los bestuurder op Nuwejaarsdag, Goeie Vrydag, Gelofte dag of Kersdag werk, moet sy werkgewer hom vir sodanige elke dag minstens die weeklikse loon voorgeskryf in klousule 4 (1) vir 'n werknemer van sy klas, gedeel deur ses, plus ten opsigte van elke uur of deel van 'n uur aldus gewerk die weeklikse loon gedeel deur agt-en-veertig, betaal.

(b) As 'n los kondukteur of los bestuurder op Nuwejaarsdag, Goeie Vrydag, Gelofte dag of Kersdag werk, moet sy werkgewer hom vir 'n dien tydperk van meer as 4 maar hoogstens 8 uur per dag die loon voorgeskryf in klousule 4 (1) vir sodanige werknemer, plus sodanige loon, gedeel deur agt vir elke uur of deel van 'n uur aldus gewerk, betaal.

11. VERBOD OP STUKWERK.

'n Werkgewer mag nie vereis dat sy werknemer stukwerk verrig nie; ook mag 'n werknemer nie stukwerk verrig nie.

12. LOGBOEK.

(1) Elke werkgewer moet 'n logboek met duplikaatfolio's verskaf vir die gebruik van elke bestuurder en kondukteur in sy diens, so na as moontlik in onderstaande vorm:—

Daglikse log.

Naam van werkgewer.....
Naam van werknemer.....
Beroep.....
Tyd met werk begin.....
Etenspouses van..... vm./nm. tot..... vm./nm.
Getal ritte.....
Tyd met werk opgehou.....
Getal gewone ure gewerk.....
Getal ure oortyd gewerk.....
Onderbrekings van: (1)..... vm./nm. tot..... vm./nm.
(2)..... vm./nm. tot..... vm./nm.
(3)..... vm./nm. tot..... vm./nm.
(4)..... vm./nm. tot..... vm./nm.

Defekte, onge'ukke, ens.....

Datum.....

Handtekening van werknemer.....

(iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates.

(3) *Leave Remuneration*.—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid not later than on the last working day before the date of commencement of such leave.

(4) An employee, whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in respect of each completed month of such period of less than one year not less than one-sixth of the weekly wage which he was receiving immediately before the date of such termination.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted shall upon termination be paid in respect of such leave the amount referred to in sub-clause (1).

(6) For the purpose of this clause the expression “employment” shall be deemed to include any period or periods during which an employee is—

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

(b) required to undergo training under the South Africa Defence Act, 1912;

(c) absent from work on the instruction of or at the request of his employer;

(d) absent on sick leave in terms of clause 9;

and shall be deemed to commence from the date the employee enters his employer's service.

9. SICK LEAVE.

(1) An employer shall grant to his employee after one month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941, twelve working days' sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the wage he would have received had he worked during such period; provided that an employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed.

(2) For the purpose of this clause the expression “employment” shall have the same meaning as in clause 8 (6).

10. PUBLIC HOLIDAYS.

(1) An employee shall be entitled to and be granted leave on New Year's Day, Good Friday, Day of the Covenant and Christmas Day, and shall be paid in respect of each such day, not less than the weekly wage prescribed in clause 4 (1) for an employee of his class divided by six; provided that an employee may be required to work on any such day.

(2) *Payment for Work on Public Holidays*.—(a) Whenever an employee other than a casual conductor and a casual driver works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day, his employer shall pay to him for each such day not less than the weekly wage prescribed in clause 4 (1) for an employee of his class, divided by six, plus in respect of each hour or part of an hour so worked, such weekly wage divided by forty-eight.

(b) Whenever a casual conductor or a casual driver works on New Year's Day, Good Friday, Day of the Covenant or Christmas Day, his employer shall pay him the wage prescribed in clause 4 (1) for such employee for a period of employment of more than four hours, but not more than eight hours on any day, plus such wage divided by eight for each hour or part of an hour so worked.

11. PROHIBITION OF PIECE-WORK.

An employer shall not require his employee to perform nor shall an employee perform piece-work.

12. LOG BOOK.

(1) Every employer shall provide a log book with duplicate folios for the use of each driver and conductor in his employ, as nearly as practicable in the following form:—

Daily Log.

Name of Employer.....
Name of Employee.....
Occupation.....
Time of starting work.....
Meal breaks from..... a.m./p.m. to..... a.m./p.m.
Number of trips.....
Time of finishing work.....
Number of ordinary hours worked.....
Number of overtime hours worked.....
Breaks from: (1)..... a.m./p.m. to..... a.m./p.m.
(2)..... a.m./p.m. to..... a.m./p.m.
(3)..... a.m./p.m. to..... a.m./p.m.
(4)..... a.m./p.m. to..... a.m./p.m.

Breakdowns, accidents, etc.....

Date.....

Signature of Employee.....

(2) Elke bestuurder en kondukteur moet as hy van die register genoem in subklousule (1) voorsien word, tensy hy deur siekte of ander onvermydelike oorsaak verhoed word om dit te doen, die daelike opgawe in duplo so na as moontlik in die voorgeskrewe vorm ten opsigte van elke dag se werk invul en moet binne vier-en-twintig uur na voltooiing van die betrokke dag se werk 'n duplikaat daarvan aan sy werkgever oorhandig, en die oorspronklike self hou.

(3) 'n Werkgever moet die duplikaat van die daaglikse log binne 24 uur na voltooiing van die dag se werk van bestuurders en kondukteurs verkry en vir drie jaar hou na die datum van voltooiing daarvan.

(4) Elke bestuurder en kondukteur moet sy begintyd hoogstens vyf minute nadat hy met sy werk begin het, in sy daaglikse log inskryf, en moet voor alle etens- en ander onderbrekings eers die begintyd daarvan duidelik in die logboek aanteken.

(5) Elke bestuurder en kondukteur moet sy logboek by hom in sy voertuig hou terwyl hy daarin op diens is.

(6) Niemand buite die bestuurder en kondukteur mag inskrywings in die daaglikse logboek doen nie.

13. VERBOD OP INDIENSNEEMING VAN ENIGE PERSOON ONDER AGTIEN JAAR OUD.

'n Werkgever mag niemand onder agtien jaar oud in diens neem nie.

14. WAPENS EN UNIFORMS.

(1) Op persoonlike aansoek moet die Durban Non-European Bus Employee's Union aan 'n werknemer wat 'n lid is van genoemde vereniging, 'n wapen uitreik met die naam van die vereniging, die werknemer se beroep en 'n nommer daarop en moet in sy boeke die naam van die werknemer aan wie die wapen uitgereik is, die naam van sy werkgever en die datum van uitreiking aanteken.

(2) Elke bestuurder en kondukteur, uitgesonderd 'n los bestuurder en kondukteur, wat in die Padpassasiersvervoeronderneming in diens is en 'n lid van die Durban Non-European Bus Employee's Union is, moet binne sewe dae na die aanvang van sy diens in genoemde onderneming, homself uitrus met 'n uniform van die soort wat deur die vereniging goedgekeur is.

(3) 'n Werkgever mag nie 'n bestuurder of kondukteur wat 'n lid van die vakvereniging is, uitgesonderd 'n los bestuurder of kondukteur, in diens hê nie, uitgesonderd vir 'n tydperk van hoogstens sewe dae aan die begin van 'n diensydperk, tensy sodanige bestuurder of kondukteur geklee is in 'n uniform in subklousule (2) genoem.

15. VAKVERENIGING.

(1) Alle onderhandelings oor werknemers se diensvoorwaardes moet tussen die werkgevers en die Durban Non-European Bus Employees' Union plaasvind.

16. GESAMENTLIKE KLASSE.

Die werkgevers en die vakvereniging kan gesamentlik reëlings tref vir lesings en enige soort ondererrig aan werknemers in die Padpassasiersvervoeronderneming oor die vereistes van die motorordonnansie, verordeninge, vervoerwette, regulasies of dergelike aangeleenthede.

17. DIENSSERTIFIKAAT.

'n Werkgever moet by beëindiging van 'n werknemer se dienskontrak aan sodanige werknemer, uitgesonderd 'n los kondukteur en 'n los bestuurder, 'n dienssertifikaat verstrek waarop die volle naam van die werkgever en werknemer, die aard van die diens, die aanvangsdatum van die dienskontrak, die datum van die beëindiging daarvan en die loon by beëindiging aangegee is.

18. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los kondukteur of 'n los bestuurder, moet minstens een week kennis gee om die dienskontrak te beëindig, of 'n werkgever kan die kontrak sonder kennisgewing beëindig deur die werknemer minstens die weeklike loon wat hy onmiddellik voor beëindiging ontvang het te betaal; met dien verstande dat dit onderstaande nie raak nie:—

(a) Die reg van 'n werkgever of werknemer om 'n dienskontrak sonder diensopsegging om enige goeie rede, by Wet as voldoende erken, te beëindig;

(b) 'n skriftelike ooreenkoms tussen werkgever en werknemer wat 'n diensopseggingstermyn van gelyke duur aan albei kante en vir langer as een week, bepaal.

(2) As 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling by subklousule (1) aangegaan is, moet die betaling in plaas van diensopsegging in verhouding wees met die diensopseggingstermyn waartoe ooreengekom is.

(3) Die kennis in subklousule (1) genoem, is van krag met ingang van die datum waarop dit gegee word; met dien verstande dat kennisgewing nie mag saamval met en dat kennis nie gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 8 of met siekteverlof ingevolge klousule 9 nie.

R. RAMKISSOON,
Verteenwoordiger van die Werkgevers.

G. M. HARRY,
Verteenwoordiger van die Durban
Non-European Bus Employees' Union.

RAY SMITH,
Voorsitter.

Durban, 31 Augustus 1956.

(2) Every driver and conductor upon being provided with a logbook referred to in sub-clause (1), unless precluded from doing so by sickness or other unavoidable cause, shall complete the daily log in duplicate as nearly as practicable in the form prescribed, in respect of each day's work and shall within twenty-four hours of the completion of the day's work to which it relates deliver a duplicate copy thereof to his employer, the original copy to be retained by the employee.

(3) Every employer shall collect from his drivers and conductors the duplicate copy of the daily log within twenty-four hours of the completion of the day's work and shall retain this copy for a period of three years after the date of its completion.

(4) Every driver and conductor shall enter in his daily log his starting time not later than five minutes after he had started work, and shall not leave for his meal break or any other breaks without first clearly marking the time of the commencement of such breaks in the daily log.

(5) Every driver and conductor shall keep his log book with him on the vehicle while on duty on such vehicle.

(6) No person other than the driver and conductor shall complete the entries in the daily log.

13. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF EIGHTEEN YEARS.

An employer shall not employ any person under the age of eighteen years.

14. BADGES AND UNIFORMS.

(1) The Durban Non-European Bus Employees' Union shall, on personal application, issue to an employee who is a member of the said union a badge on which is inscribed the name of the union, the employee's occupation and a number, and shall record in its books the name of the employee to whom such badge is issued, the name of his employer and the date of issue.

(2) Every driver and conductor, other than a casual driver and conductor, employed in the Road Passenger Transportation Undertaking, who is a member of the Durban Non-European Bus Employee's Union, shall equip himself within seven days of the commencement of his employment in the said Undertaking, with a uniform of a type approved by the union.

(3) An employer shall not employ, save for a period not exceeding seven days at the commencement of a period of employment, any driver or conductor who is a member of the trade union, other than a casual driver or conductor, who is not clothed in a uniform as referred to in sub-clause (2).

15. TRADE UNION.

(1) The employers shall conduct all negotiations on the working conditions of the employees with the Durban Non-European Bus Employees' Union.

16. JOINT CLASSES.

The employers and the trade union may arrange jointly for lectures and instruction in any form for employees in the Road Passenger Transportation Undertaking on the requirements of the Motor Ordinance, by-laws, transport laws, regulations, or similar matters.

17. CERTIFICATE OF SERVICE.

An employer upon termination of the contract of employment of his employee other than a casual driver and a casual conductor, shall furnish such employee with a certificate of service showing the full names of the employer and the employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

18. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employees other than a casual driver or a casual conductor, shall give not less than one week's notice of his intention to terminate the contract of employment or an employer may terminate the contract of employment without notice by paying the employee not less than the weekly wage he was receiving immediately before the date of such termination; provided that this shall not effect—

(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;

(b) any written agreement between an employer and an employee, which provides for a period of notice of equal duration on both sides and for longer than one week.

(2) When an agreement is entered into in terms of the second proviso to sub-clause (1), the payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in sub-clause (1) shall take effect from the date on which it is given; provided that notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 8 or on sick leave in terms of clause 9.

R. RAMKISSOON,
Representing the Employers.

G. M. HARRY,
Representing the Durban
Non-European Bus Employees' Union.

RAY SMITH,
Chairman.

Durban, 31st August, 1956.

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