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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 803 25 April 1975

**INDUSTRIAL CONCILIATION ACT, 1956
RUBBER MANUFACTURING INDUSTRY**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Rubber Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 8 June 1977, on the employer who and the trade union which entered into the said Agreement and upon the employees who are members of the said union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) and (2), 2, 5 (2) (d) and 13, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 8 June 1977, on all employers and employees, other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the area occupied by Dunlop South Africa Ltd, in the Magisterial District of Durban; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the area occupied by Dunlop South Africa Ltd, in the Magisterial District of Durban, and with effect from the second Monday after the date of publication of this notice and for the period ending 8 June 1977, the provisions of the said Agreement, excluding those contained in clauses 1 (1) and (2), 2, 5 (2) (c) and (d), 10 and 13, shall *mutatis mutandis* be binding on all Bantu employed in the said Industry by the employers on whom any of the said provisions are binding in respect of employees and on those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

34466—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 803 25 April 1975

**WET OP NYWERHEIDSVERSOENING, 1956
RUBBERNYWERHEID**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Rubbertywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 8 Junie 1977 eindig, bindend is vir die werkgewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vakvereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) en (2), 2, 5 (2) (d) en 13, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 8 Junie 1977 eindig, bindend is vir alle ander werkgewers en werknemers, as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Nywerheid in die gebied geokkupeer deur Dunlop South Africa Ltd, in die landdrosdistrik Durban; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) en (2), 2, 5 (2) (c) en (d), 10 en 13, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 8 Junie 1977 eindig, in die gebied geokkupeer deur Dunlop South Africa Ltd, in die landdrosdistrik Durban, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes vir hul diens.

M. VILJOEN, Minister van Arbeid.

4684—1

SCHEDULE

INDUSTRIAL COUNCIL FOR THE DURBAN
RUBBER INDUSTRY

AGREEMENT

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

Dunlop South Africa Ltd

(hereinafter referred to as the "employer"), of the one part, and the

Durban Rubber Industrial Union

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

being parties to the Durban Rubber Industrial Council.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed by the employer and by all the employees employed in the Industry who are members of the trade union.

(2) The Agreement shall apply to the area presently occupied by the employer and situated in the Magisterial District of Durban.

(3) Notwithstanding the provisions of subclauses (1) and (2), the terms of this Agreement shall apply only to male employees for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Act, and shall remain in operation until 8 June 1977 or for such other period as may be determined by him.

3. DEFINITIONS

(1) Any expressions used in this Agreement which are defined in the Act shall have the same meaning as in that Act, any references to an Act shall include any amendments to such Act, and further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a contract of apprenticeship;

"artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

"benevolent fund" means a fund established and controlled by the employees for benevolent purposes;

"canteen worker" means an employee who is engaged on work in the canteen;

"Council" means the Durban Rubber Industrial Council;

"day" means, in relation to a shift-worker, a period of 24 consecutive hours calculated from the time such an employee commences work, and in relation to any other employee, a period of 24 consecutive hours commencing at midnight;

"emergency work" means any work occasioned by circumstances beyond the employer's control;

"engineering service attendant" means an employee engaged on boiler, pump-house and refrigeration duties;

"foreman" means an employee in charge of the employees in an establishment or in part of an establishment, who exercises control over such employees and is responsible for the efficient performance by them of their duties;

"gang section leader" means an employee who, whilst performing the duties applicable to his job grade, supervises the work of at least four employees in classes of work scheduled in, or below, his job grade and carries an award of 2c per hour above his job grade;

"gate guard" means an employee engaged in guarding the entrance to the factory by day or night;

"Grade A employee" means an employee engaged in the capacity of fabric calendar machine operator;

"Grade B employee" means an employee engaged in one or more of the following operations or capacities:

- (a) Tread extruding machine operator;
- (b) 20,32 cm tube extruding machine operator;

"Grade C employee" means an employee engaged in the final viewing of aero covers;

BYLAE

NYWERHEIDSRAAD VIR DIE DURBANSE RUBBER-
NYWERHEID

OOREENKOMS

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

Dunlop South Africa Limited

(hierna die "werkgever" genoem), aan die een kant, en die Durban Rubber Industrial Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Durbanse Rubbertywerheid.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word deur die werkgever en deur al die werknemers in diens in die Nywerheid wat lede van die vakvereniging is.

(2) Die Ooreenkoms is van toepassing op die gebied wat tans deur die werkgever geokkupeer word en in die landdrostdistrik Durban geleë is.

(3) Ondanks die bepalinge van subklousules (1) en (2), is die bepalinge van hierdie Ooreenkoms slegs van toepassing op manlike werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag vasstel en bly van krag tot 8 Junie 1977 of vir die tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet; waar daar van 'n wet melding gemaak word, omvat dit ook alle wysigings van sodanige wet en voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer wat in diens is ooreenkomstig 'n leerlingskontrak;

"ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat wat die Registrateur van Vakleerlinge ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik het, of 'n sertifikaat wat genoemde Registrateur ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet aan hom uitgereik het;

"liefdadigheidsfonds" 'n fonds wat deur die werknemers vir liefdadigheidsdoeleindes gestig en beheer word;

"eethuiswerker" 'n werknemer wat in die eethuis werk;

"Raad" die Nywerheidsraad vir die Durbanse Rubbertywerheid;

"dag", met betrekking tot 'n skofwerker, 'n tydperk van 24 agtereenvolgende ure bereken vanaf die tyd waarop sodanige werknemer begin werk, en met betrekking tot enige ander werknemer, 'n tydperk van 24 agtereenvolgende ure wat om middernag begin;

"noodwerk" enige werk wat veroorsaak word deur omstandighede waarvoor die werkgever geen beheer het nie;

"bediener van ingenieursdienste" 'n werknemer wat ketel-, pomphuis- en koelinstallasiepligte verrig;

"voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig;

"spanseksieleier" 'n werknemer wat, terwyl hy die werk verrig wat op sy werkgraad van toepassing is, toesighou oor die werk van minstens vier werknemers in klasse werk wat in of laer as sy werkgraad ingelys is en 'n beloning van 2c per uur hoër as sy werkgraad dra;

"hekwag" 'n werknemer wat die ingang van die fabriek bedags of snags bewaak;

"werknemer graad A" 'n werknemer wat in diens is as 'n bediener van 'n doekkalandermasjien;

"werknemer graad B" 'n werknemer wat in diens is in een of meer van die volgende werksaamhede of hoedanighede:

- (a) Bediener van 'n loopvlakuitdrukmasjien;
- (b) bediener van 'n 20,32 cm-binnelanduitdrukmasjien;

"werknemer graad C" 'n werknemer wat in diens is vir die finale inspeksie van vliegtuigbuitebande;

"Grade D employee" means an employee engaged in one or more of the following operations or capacities:

- (a) Building aero covers;
- (b) moulding, venting, engraving and polishing;

"Grade H employee" means an employee engaged in one or more of the following operations or capacities:

- (a) Section leader;
- (b) tester in mill room;
- (c) final viewing of products, other than tubes and aero covers;

- (d) strip calender machine operator;
- (e) inspecting and repairing aero covers;
- (f) viewing car and giant covers after finishing;
- (g) building covers on 20/30 and NRM 59 machines;
- (h) building covers on 51/52 machines;
- (i) stores assistant;
- (j) shaping and curing in the 304,8 cm steam kettle;

"Grade J employee" means an employee engaged in one or more of the following operations or capacities:

- (a) Blending powders and rubbers on mill;
- (b) feeding Banbury hoppers;
- (c) first hand in canteen;
- (d) fitting covers and/or airbags in moulds for autoclaves;
- (e) pan loading on autoclaves;
- (f) off-loading coal by grab;
- (g) first-aid attendant;
- (h) dipping machine operator;
- (i) checking finished products;
- (j) press moulding covers other than cycle covers and cushion covers;

- (k) building covers on NRM 60/80 and 10A machines;
- (l) uniformity testing;
- (m) 43,18 cm and 60,96 cm profile calender machine operator;
- (n) building covers on T4 MR machines;
- (o) final viewing of motor tubes;
- (p) curing operator on 167,64 cm and 232,52 cm steam kettles;

"Grade K employee" means an employee engaged in one or more of the following operations or capacities:

- (a) Former setter on NRM machines;
- (b) mass-measuring out mother-stocks and accelerators for compounds;
- (c) mould changes on car and giant cover presses and motor tube pots;
- (d) receiving rubber on 213,36 cm smooth mills;
- (e) sheeting out mixes on 213,36 cm smooth mills, including returns;
- (f) Cycle tube pot diaphragm changing;
- (g) instrument chart changer;
- (h) assembling ply components for aero covers;
- (i) classifier in repair section;
- (j) re-rubbing aero covers for remould;
- (k) making-up and repairing steam fittings;
- (l) rasping covers for SIO machines;
- (m) changing air/steam line flexes;
- (n) artisan's assistant;
- (o) bias cutting machine operator;

"Grade L employee" means an employee engaged in one or more of the following operations or capacities:

- (a) Bead winding machine operator;
- (b) assembling powders or rubbers in compound room;
- (c) sheeting or strip cutting on mills;
- (d) curing tubes in pots;
- (e) refining rubber by machine, including strip cutting;
- (f) buffing airbags by machine or hand;
- (g) building airbags on mandrel, fitting valves and joining;
- (h) building and valving annular airbags;
- (i) coating fabric and drying on steam chest;
- (j) bundling and boxing motor or truck tubes;
- (k) making monoband covers;
- (l) curing cycle covers;
- (m) moulding products in daylight press;
- (n) tearing or cutting fabric or linen by machine;
- (o) assembling BOM bladders;
- (p) butt joining, pressing up and fitting valves to tubes other than cycle tubes;
- (q) assembling ply components for motor and truck covers;
- (r) balancing and re-balancing motor covers;
- (s) moulding assistant on autoclaves;
- (t) bagging up car, giant and aero covers;

"werknemer graad D" 'n werknemer wat in diens is in een of meer van die volgende werksaamhede of hoedanighede:

- (a) Die opbou van vliegtuigbuitebande;
- (b) vormwerk, ontlugtingswerk (deur gaatjies in die gietvorm te boor), graveer- en poleerwerk;

"werknemer graad H" 'n werknemer wat in diens is in een of meer van die volgende werksaamhede of hoedanighede:

- (a) Seksieleier;
- (b) toetser in walskamer;
- (c) finale inspeksie van produkte, uitgesonderd binnebande en vliegtuigbuitebande;
- (d) bediener van 'n strookkalendermasjien;
- (e) inspeksie en herstel van vliegtuigbuitebande;
- (f) inspeksie van motor- en reuse-buitebande ná afwerking;
- (g) buitebande op 20/30- en NRM 59-masjiene opbou;
- (h) buitebande op 51/52-masjiene opbou;
- (i) voorrade-assistent;
- (j) vorming en vulkanisering in die 304,8 cm-stoomketel;

"werknemer graad J" 'n werknemer wat in diens is in een of meer van die volgende werksaamhede of hoedanighede:

- (a) Poeier en rubber op wals meng;
- (b) Banbury-tregters voer;
- (c) eerste eethuiswerker;
- (d) buitebande en/of lugsakke in vorms vir outoklawe inpas;
- (e) panne op outoklawe laai;
- (f) steenkool met 'n grypbak aflaa;
- (g) eerste hulpbediener;
- (h) dompelmasjienebediener;
- (i) afgewerkte produkte nagaan;
- (j) buitebande, uitgesonderd fietsbuitebande en kussingoottrek-sels, in vorms pers;
- (k) buitebande op NRM 60/80- en 10A-masjiene opbou;
- (l) uniformiteitstoetsing;
- (m) bediener van 43,18 cm- en 60,96 cm-profielkalendermasjiene;
- (n) buitebande op T4 MR-masjiene opbou;
- (o) finale inspeksie van motorbinnebande;
- (p) vulkaniseerbediener by 167,64 cm- en 232,52 cm-stoomketels;

"werknemer graad K" 'n werknemer wat in diens is in een of meer van die volgende werksaamhede of hoedanighede:

- (a) Vormersteller op NRM-masjiene;
- (b) die massa van moedervoorraade en versnellers vir mengsels afmeet;
- (c) vormveranderings aan motor- en reuse-buitebandperse en motorbinnebandketels;
- (d) rubber ontvang op 213,36 cm gladde walse;
- (e) mengsels op 213,36 cm gladde walse in velle uitwals, insluitende terugvoering;
- (f) verandering van diafragma van fietsbinnebandketels;
- (g) instrumentkaartomruiler;
- (h) laagbestanddele vir vliegtuigbuitebande bymekaarmaak;
- (i) klassifiseerder in herstellafdeling;
- (j) vliegtuigbuitebande vir hervorming met nuwe rubber beklee;
- (k) bymekaarmaak van bestanddele vir en herstel van stoomtoebehoere;
- (l) buitebande vir SIO-masjiene afskuur;
- (m) lug-/stoomdraadkooorde omruil;
- (n) ambagsman se assistent;
- (o) skuinssnymasjienebediener;

"werknemer graad L" 'n werknemer wat in diens is in een of meer van die volgende werksaamhede of hoedanighede:

- (a) spanranddraaimasjienebediener;
- (b) poeier of rubber in mengkamer bymekaarmaak;
- (c) velle of stroke op walse sny;
- (d) binnebande in ketels vulkaniseer;
- (e) rubber met 'n masjiene raffineer, met inbegrip van stroke sny;
- (f) lugsakke met 'n masjiene of met die hand afskuur;
- (g) lugsakke op 'n drewel opbou en kleppe insit en las;
- (h) ringlugsakke opbou en kleppe insit;
- (i) doek bestryk en op stoomkas droogmaak;
- (j) motor- of vragmotorbinnebande saambind en in kaste verpak;
- (k) monobandbuitebande opbou;
- (l) fietsbuitebande vulkaniseer;
- (m) produkte vorm in dagligpers;
- (n) doek of linne met 'n masjiene skeur of sny;
- (o) BOM-blase bymekaar maak;
- (p) stuiklas, vaspers en insit van kleppe aan binnebande, uitgesonderd fietsbinnebande;
- (q) laagbestanddele vir motor- en vragmotorbuitebande bymekaarmaak;
- (r) motorbuitebande balanseer en herbalanseer;
- (s) vormassistent by outoklawe;
- (t) vormsake in motor-, reuse- en vliegtuigbuitebande insit om hul fatsoen te behou;

- (u) skiving spue by machine from all cured covers other than cycle covers;
- (v) crumb grinding and size grading;
- (w) cleaning moulds with Liqueumatte machine;
- (x) buffing covers for full circle repair;
- (y) buffing and polishing WSW covers;
- (z) handling material or products by electrician, forklift truck or mechanical mule;
- (aa) operating power sweeper;
- (ab) retreading covers for moulding;
- (ac) rebatching, slitting and packing repair materials;
- (ad) operating 10,16 cm GP extruder;
- (ae) operating radial run-out and simple grading machines;
- (af) viewing uncured covers in making section;
- (ag) viewing cured covers, other than cycle covers in moulding section;

(ah) former setter, other than NRM machines;

(ai) changing moulds on cycle covers;

(aj) ticket or label writer;

(ak) assistant to Aero Cover Inspector;

(al) rasping covers for remould by staple rasper;

"Grade M employee" means an employee engaged in one or more of the following operations or capacities:

- (a) Skiving spue from cycle covers;
- (b) ironing, sealing and washing patches on covers;
- (c) cutting, joining and de-burring cycle wires on semi-automatic machine;
- (d) preparing covers for moulding;
- (e) syphoning and extracting airbags from cured covers;
- (f) testing and lubricating airbags;
- (g) patching, veneering and revalving airbags;
- (h) service operator of 10 AC and NRM 60/80 machines;
- (i) cleaning and painting WSW covers;
- (j) decorating and re-assembling formers for cover building;
- (k) assembling and moulding airbag valves;
- (l) rasping cured covers by hand or machine;
- (m) spiral wrapping of beads;
- (n) assembling fillers to beads;
- (o) building and curing flaps;
- (p) assembling covers on formers by hand;
- (q) making cycle tubes, including extrusion;
- (r) cutting, joining, coiling, grinding, nippling, tinning, rubbering, sizing or degreasing cycle cover wires;
- (s) cutting, profiling and extruding Apex core;
- (t) spooling monoband casing and beadwrap material;
- (u) cutting or tearing cord materials from scrap by hand or machine;
- (v) size marking;
- (w) rectifying tubes;
- (x) batching materials off calendars, bias cutting machines or extruders;
- (y) checking out part finished products;
- (z) cutting out beads by machine;
- (aa) applying rubber or solution to metal parts preparatory to moulding;
- (ab) punching valve holes in tubes and taping joints;
- (ac) deflating tubes and fitting valve parts;
- (ad) building bead spacers;
- (ae) repairing linings and overalls by machine;
- (af) veneering covers for full circle repairs;
- (ag) curing full circle repairs;
- (ah) making retreader curing tubes;
- (ai) rectifying out of balance covers;
- (aj) buffing and solutioning valves;
- (ak) repairing cured covers;
- (al) curing rubber rings for BOM presses;
- (am) reclaiming and curing airbag valves;
- (an) mixing doughs and solutions in hopper;
- (ao) stitching treads, consolidating beads or hot spading joints of raw covers;
- (ap) lift operator;
- (aq) buffing or solutioning semi-cured chafers by hand or machine;

"Grade N employee" means an employee employed in one or more of the following operations or capacities:

- (a) Skiving spue by hand from cured covers;
- (b) assistant to press and pan moulders;
- (c) filling solution tubes and flasks by machine or hand;
- (d) assembling fillers, chafers or breakers by machine or by hand;
- (e) painting motor and truck covers;

- (u) braam met 'n masjien van alle gevulkaniseerde buitebande, uitgesonderd fietsbuitebande, afsny;
- (v) krummels maal en volgens grootte gradeer;
- (w) vorms met 'n Liqueumatte-masjien skoonmaak;
- (x) buitebande afskuur vir herstel in volvorms;
- (y) WSW-buitebande afskuur en poleer;
- (z) materiaal of produkte met 'n Electricar, vorkhefswa- of voorhaker hanteer;

(aa) 'n kragvoër bedien;

(ab) buitebande versool om gevorm te word;

(ac) herstel materiaal opnuut bondel, splits en verpak;

(ad) GP-afdrucker bedien;

(ae) radiaalafloop- en eenvoudige gradeermasjiene bedien;

(af) ongevulkaniseerde buitebande in die opbouseksie inspekteer;

(ag) gevulkaniseerde buitebande, uitgesonderd fietsbuitebande, in vormseksie inspekteer;

(ah) vormsteller, uitgesonderd NRM-masjiene;

(ai) vorms op fietsbuitebande omruil;

(aj) kaartjie- of etiketskrywer;

(ak) assistent van vliegtuigbuitebandinspekteur;

(al) buitebande skuur vir hervorming, met stapelskuurder.

"werknemer graad M" 'n werknemer wat in diens is in een of meer van die volgende werksaamhede of hoedanighede:

(a) Braam van fietsbuitebande afsny;

(b) lappe op buitebande vasstryk, verseël en was;

(c) fietsdrade op 'n halfoutomatiese masjien afsny, las en afbaard;

(d) buitebande voorberei om gevorm te word;

(e) lugsakke uit gevulkaniseerde buitebande uithewel en uithaal;

(f) lugsakke toets en smeer;

(g) lugsakke lap, fineer en kleppe opnuut insit;

(h) bediener van 10 AC- en NRM 60/80-masjiene;

(i) WSW-buitebande skoonmaak en verf;

(j) kerns uit vormers haal en opnuut vir die opbou van buitebande inmeekaarsit;

(k) lugsakkleppe inmeekaarsit en vorm;

(l) gevulkaniseerde buitebande met die hand of masjien skuur;

(m) spanrande spiraal toedraai;

(n) vullers vir spanrande inmeekaarsit;

(o) klappe bou en vulkaniseer;

(p) buitebande met die hand of vormers inmeekaarsit;

(q) fietsbinnebande maak, insluitende uitstoting;

(r) fietsbuitebandrande sny, las, rol, skuur, van nippels voorsien, vertin, met rubber bedek, volgens grootte maak of ontghries;

(s) Apex-kern sny, profileer en uitdruk;

(t) monobandbuitebandmateriaal en spanrandtoedraaimateriaal opdraai;

(u) koordmateriaal met die hand of 'n masjien uit afval sny of skeur;

(v) groottes merk;

(w) binnebande regstel;

(x) materiaal vanaf kalenders, skuinssnymasjiene of uitdrukmasjiene bondel;

(y) halfklaar produkte nagaan;

(z) spanrande met 'n masjien uitsny;

(aa) rubber of rubberlym aan metaaldele vóór vorming aanwend;

(ab) klepgate in binnebande pons en lasplekke bind;

(ac) binnebande afblaas en klepdele insit;

(ad) spanrandspasieerders bou;

(ae) voerings en oorklere met 'n masjien herstel;

(af) buitebande fineer om op volvorms herstel te word;

(ag) produkte wat op volvorms herstel is, vulkaniseer;

(ah) vulkaniseerbinnebande vir versolers maak;

(ai) buitebande wat nie balanseer nie, regstel;

(aj) kleppe met rubberlym bestryk en afwerk;

(ak) gevulkaniseerde buitebande herstel;

(al) rubberringe vir BOM-perse vulkaniseer;

(am) lugsakkleppe herwin en vulkaniseer;

(an) deeg en lym in 'n stortbak meng;

(ao) loopvlakke stik, spanrande konsolideer of lasse van rou-buitebande met 'n warmgraaf behandel;

(ap) hyserbediener;

(aq) halfgevulkaniseerde skaafstroke met die hand of 'n masjien afskuur, of met rubberlym bestryk;

"werknemer graad N" 'n werknemer wat in diens is in een of meer van die volgende werksaamhede of hoedanighede:

(a) Braam met die hand van gevulkaniseerde buitebande afsny;

(b) assistent van pers- en panvormers;

(c) rubberlymbuisies en -flesse met 'n masjien of met die hand volmaak;

(d) vullers, skaafstrookies of brekers met 'n masjien of met die hand inmeekaarsit;

(e) motor- en vragmotorbuitebande verf;

- (f) assembling undertread to tread by hand;
- (g) cutting rubber bales by press;
- (h) making cross cord and repair patches;
- (i) assembling retread or recapping strip;
- (j) wet chalking and lubricating covers and airbags;
- (k) checking out scrap;
- (l) rebatching linings by machine;
- (m) cooling conveyor attendant;

"Grade O employee" means an employee engaged in one or more of the following operations or capacities:

- (a) Lifting, carrying, moving, stacking or batching;
- (b) removing refuse, ashes or scrap and cleaning premises;
- (c) loading or unloading other than loading or unloading presses;
- (d) making tea or similar beverages, cleaning, washing and carrying in canteen, and includes a canteen worker;
- (e) opening or closing boxes, bales or packages;
- (f) assistant to mould changer;
- (g) artisans' and service departments' labourer;
- (h) placing articles of uniform size and number into containers especially made to contain them;
- (i) stencilling and marking boxes, bales and other packages;
- (j) binding or strapping boxes, bales and other containers, binding or tying up, wrapping in hessian;
- (k) operating a hand hoist;
- (l) feeding and taking off from machine or conveyor other than feeding and taking off from mills or Banbury;
- (m) sorting or handling scrap;
- (n) oiling and greasing machinery;
- (o) cutting up rubber by hand from the bale or rubber compounds;
- (p) trimming rough edges off moulded goods by hand;
- (q) gardening work;
- (r) winding, rewinding and cleaning linings by hand;
- (s) cleaning and washing, other than cleaning linings by machine;
- (t) mass-measuring goods on a set scale;
- (u) testing cycle covers;

"handyman" means an employee who is engaged on general repairs and maintenance of site, buildings and equipment and the making of small accessories appertaining thereto;

"ordinary rate of remuneration" means the hourly rate prescribed in clause 4;

"production progress clerk" means an employee who is responsible for progressing the published production programme through the various stages of manufacture;

"Rubber Manufacturing Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which Dunlop South Africa Limited and its employees are associated for the purpose of manufacturing, together with all the processes and operations incidental thereto, tyres and/or tubes for vehicles, trucks, aeroplanes, wheelbarrows and/or cycles and shall include any other types of pneumatic tyres or tubes, tennis balls, conveyor and transmission belts, vee-belts, rubber hose, retread strips, Dunlopillo, flaps and solutions and other rubber or rubberised products;

"section leader" means an employee who is wholly engaged in supervision and instruction of employees in Grades H to O inclusive;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials or a general breakdown of plant, machinery or buildings, caused by accident, unforeseen emergency or circumstances beyond the employer's control;

"site guard" means an employee engaged in patrolling and guarding the premises by day or by night;

"first-aid attendant" means an employee engaged in the first-aid room who gives first aid in the case of accidents to, or illness of, persons employed in the factory and is the holder of a first-aid certificate issued by the S.A. Red Cross Society, the St John Ambulance Association or the S.A. Noodhulpliga;

"statutory holiday" means any paid public holiday provided for in terms of the Factories, Machinery and Building Work Act, 1941;

"tyre building instructor" means an employee who, under the supervision of a foreman, is responsible for instructing employees engaged in building tyres in the correct procedures and techniques of manufacture;

"wage" means that portion of the remuneration other than bonus payable to an employee in money in respect of the ordinary hours of work laid down in clause 6: Provided that where the employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed, it means such higher amount.

- (f) onderloopvlak met die hand aan loopvlak aansit;
- (g) rubberbale met 'n pers sny;
- (h) kruiskoord- en herstellappe maak;
- (i) versool- of halfversoolstroke aansit;
- (j) buitebande en lugsakke natbekryt en smeer;
- (k) afval nagaan;
- (l) voerings met 'n masjien opnuut bondel;
- (m) bediener van koelvervoerband.

"werknemer graad O" 'n werknemer wat in diens is in een of meer van die volgende werksaamhede:

- (a) Optel, dra, verskuif, opstapel of saambondel;
- (b) vuilgoed, as of afvalmateriaal verwyder en persele skoonmaak;
- (c) laai of aflaai, uitgesonderd die laai of ontlai van perse;
- (d) tee of dergelike drankie maak, skoonmaak, was en dra in eetuis, en dit omvat 'n eetuiswerker;
- (e) kiste, bale of pakke oop- of toemaak;
- (f) assistent van vormomruiler;
- (g) arbeider in ambagsman- en diensafdeling;
- (h) artikels van dieselfde grootte en getal verpak in houters wat spesiaal gemaak is om hulle te bevat;
- (i) kiste, bale en ander pakke sjabloneer en merk;
- (j) draad of bande om kiste, bale en ander houters sit, hulle vasbind of vasknoop, in goingsak toedraai;
- (k) 'n handhystoestel bedien;
- (l) masjiene of vervoerbande voer of daarvan afneem, uitgesonderd walse of Banbury-masjiene voer of daarvan afneem;
- (m) afvalmateriaal sorteer of hanteer;
- (n) masjinerie olie en smeer;
- (o) rubber van bale of van rubbermengsels met die hand opsny;
- (p) ru-kante van gevormde goedere met die hand afwerk;
- (q) tuinwerk;
- (r) voerings met die hand opdraai, weer opdraai en skoonmaak;
- (s) skoonmaak en was, uitgesonderd voerings met 'n masjien skoonmaak;
- (t) goedere op 'n gestelde skaal massameet;
- (u) fietsbuitebande toets;

"faktotum" 'n werknemer wat algemene herstelwerk en instandhoudingswerk aan terreine, geboue en uitrusting verrig en wat klein bybehore daarvoor maak;

"gewone skaal van besoldiging" die uurloon wat in klousule 4 voorgeskryf word;

"produksievorderingsklerk" 'n werknemer wat daarvoor verantwoordelik is om die gepubliseerde produksieprogram deur die verskillende vervaardigingsstadia's te laat vorder;

"Rubbernywerheid" of "Nywerheid", sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin Dunlop South Africa Limited en sy werknemers met mekaar geassosieer is vir die vervaardiging van buite- en/of binnebande vir motorvoertuie, vragmotors, vliegtuie, kruitwaens en/of fietse, met al die prosesse en werksaamhede daaraan verbonde, en dit omvat enige ander soort lugbuiteband of -binneband, tennisballe, vervoer- en transmissiebande, V-bande, rubberslange, versoolstroke, Dunlopillo, klappe en rubberlym, en ander rubber- of gerubberiseerde goedere;

"seksieleier" 'n werknemer wat uitsluitlik oor werknemers graad H tot en met graad O toesig hou en hulle onderrig;

"korttyd" 'n tydelike vermindering van die getal gewone werke weens 'n slappe in die bedryf, 'n tekort aan grondstowwe of 'n algemene onklaarmaking van installasie, masjinerie of geboue as gevolg van 'n ongeluk, onvoorsiene noodgeval of omstandighede buite die beheer van die werkgewer;

"terreinwag" 'n werknemer wat die perseel bedags of snags patrolleer en bewaak;

"eerstehulpbediener" 'n werknemer wat in die eerstehulpkamer werk en wat in die geval van ongelukke of siekte aan persone wat by die fabriek werk, eerstehulp verleen, en wat in besit is van 'n eerstehulpertifikaat, uitgereik deur die S.A. Rooikruisvereniging, die St. John Ambulance Association, of die S.A. Noodhulpliga;

"statutêre vakansiedag" 'n openbare vakansiedag met besoldiging waarvoor ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk, 1941 voorsiening gemaak word;

"buitebandbou-instrukteur" 'n werknemer wat, onder toesig van 'n voorman, daarvoor verantwoordelik is om werknemers betrokke by die bou van buitebande te onderrig in die korrekte vervaardigingsprosedures en -tegnieke;

"loon" daardie gedeelte van die besoldiging, uitgesonderd 'n bonus, wat in kontant aan 'n werknemer betaal moet word ten opsigte van die gewone werke in klousule 6 voorgeskryf: Met dien verstande dat waar die werkgewer 'n werknemer gereeld 'n hoër bedrag betaal as wat vir sodanige werke voorgeskryf is, dit sodanige hoër bedrag beteken.

(2) For the purposes of this Agreement an employee shall be deemed to be in that class of work in which he is wholly or mainly engaged.

4. REMUNERATION

(1) The employer shall not pay and the employee shall not accept, less than the following:

Grade	Basic rate Cents per hour
Minor apprentice—	
first year.....	86,5
second year.....	92,0
third year.....	99,0
fourth year.....	110,0
fifth year.....	171,0
Major apprentice, 21 years of age—	
first year.....	91,0
second year.....	96,5
third year.....	104,5
fourth year.....	117,0
fifth year.....	171,0
Major apprentice, 22 years of age and over—	
first year.....	94,5
second year.....	101,0
third year.....	108,0
fourth year.....	120,0
fifth year.....	171,0
Engineering service attendant—	
1- and 2-shift employees.....	137,0
3-shift employees.....	144,0
Handyman—	
1- and 2-shift employees.....	117,0
3-shift employees.....	123,0
Grade A employee—	
1- and 2-shift employees.....	141,0
3-shift employees.....	148,0
Grade B employee—	
1- and 2-shift employees.....	133,0
3-shift employees.....	140,0
Grade C employee—	
1- and 2-shift employees.....	125,0
3-shift employees.....	131,5
Grade D employee—	
1- and 2-shift employees.....	122,5
3-shift employees.....	128,5
Production progress clerk—	
1- and 2-shift employees.....	128,5
3-shift employees.....	135,0
Tyre building instructor—	
1- and 2-shift employees.....	119,0
3-shift employees.....	125,0
Grade H employee—	
1- and 2-shift employees.....	80,5
3-shift employees.....	84,5
Grade J employee—	
1- and 2-shift employees.....	72,5
3-shift employees.....	76,0
Grades K and L employees—	
1- and 2-shift employees.....	67,0
3-shift employees.....	70,0
Grades M and N employees—	
1- and 2-shift employees.....	63,5
3-shift employees.....	66,5
Grade O employee—	
1- and 2-shift employees.....	61,0
3-shift employees.....	64,5
Gate guard and site guard—	
1- and 2-shift employees.....	65,5
3-shift employees.....	65,5

(2) *Basis of contract.*—Save as provided in clause 5 (2), an employee shall be paid in respect of a week not less than a full weekly wage for an employee of his class, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 6 or less.

(2) By die toepassing van hierdie Ooreenkoms word 'n werknemer geag in dié klas van werk te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. BESOLDIGING

(1) Die werkgewer moet minstens die volgende betaal en die werknemer minstens die volgende ontvang:

Graad	Basiese skaal Sent per uur
Minderjarige vakleerling—	
eerste jaar.....	86,5
tweede jaar.....	92,0
derde jaar.....	99,0
vierde jaar.....	110,0
vyfde jaar.....	171,0
Meerderjarige vakleerling (21 jaar oud)—	
eerste jaar.....	91,0
tweede jaar.....	96,5
derde jaar.....	104,5
vierde jaar.....	117,0
vyfde jaar.....	171,0
Meerderjarige vakleerling (22 jaar en ouer)—	
eerste jaar.....	94,5
tweede jaar.....	101,0
derde jaar.....	108,0
vierde jaar.....	120,0
vyfde jaar.....	171,0
Bediener van ingenieursdienste—	
1- en 2-skofwerknemers.....	137,0
3-skofwerknemers.....	144,0
Faktotum—	
1- en 2-skofwerknemers.....	117,0
3-skofwerknemers.....	123,0
Werknemer graad A—	
1- en 2-skofwerknemers.....	141,0
3-skofwerknemers.....	148,0
Werknemer graad B—	
1- en 2-skofwerknemers.....	133,0
3-skofwerknemers.....	140,0
Werknemer graad C—	
1- en 2-skofwerknemers.....	125,0
3-skofwerknemers.....	131,5
Werknemer graad D—	
1- en 2-skofwerknemers.....	122,5
3-skofwerknemers.....	128,5
Produkiesivorderingsklerk—	
1- en 2-skofwerknemers.....	128,5
3-skofwerknemers.....	135,0
Buitebandbou-instrukteur—	
1- en 2-skofwerknemers.....	119,0
3-skofwerknemers.....	125,0
Werknemer graad H—	
1- en 2-skofwerknemers.....	80,5
3-skofwerknemers.....	84,5
Werknemer graad J—	
1- en 2-skofwerknemers.....	72,5
3-skofwerknemers.....	76,0
Werknemers graad K en graad L—	
1- en 2-skofwerknemers.....	67,0
3-skofwerknemers.....	70,0
Werknemers graad M en graad N—	
1- en 2-skofwerknemers.....	63,5
3-skofwerknemers.....	66,5
Werknemer graad O—	
1- en 2-skofwerknemers.....	61,0
3-skofwerknemers.....	64,5
Hekwag en terreinwag—	
1- en 2-skofwerknemers.....	65,5
3-skofwerknemers.....	65,5

(2) *Kontrakgrondslag.*—Behoudens klousule 5 (2), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word vir 'n werknemer van sy klas, afgesien daarvan of hy in so 'n week die maksimum getal gewone werkure wat ingevolge klousule 6 vir hom geld, of minder, gewerk het.

(3) *Differential rates.*—If the employer requires or permits a member of one class of his employees to do, for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in subclause (1) hereof, he shall pay to such employee in respect of that day not less than the daily wage calculated on the higher rate: Provided that—

(i) this subclause shall not apply where the difference between classes in terms of subclause (1) is based on age or experience;

(ii) unless expressly provided to the contrary in a written contract between the employer and its employee, nothing in this Agreement shall be so construed as to preclude the employer from requiring an employee to do work of another class for which the prescribed wage is the same as or lower than that prescribed for such employee.

(4) *Calculation of wages.*—(a) The daily wage of an employee shall be his hourly wage multiplied by the number of ordinary hours normally worked by him on that day.

(b) The weekly wage of an employee shall be his daily wage multiplied by the number of days normally worked by him in that week.

(c) The monthly wage of an employee shall be his weekly wage multiplied by four and one-third.

(5) *Wage incentive schemes.*—Should the employer wish to introduce an incentive scheme, he shall set up a joint committee of representatives of the management and the employees, which after consultation with the trade union party to this Agreement may agree upon the terms of any such scheme.

(6) Nothing in this Agreement shall operate to reduce the wage rate of an employee in the Industry who, at the date of commencement of this Agreement, was receiving wages at a rate higher than the minimum rate prescribed in this Agreement for the class of work in which he was engaged.

(7) *Cost of living adjustment.*—(a) A 6 per cent increase in the hourly rate of remuneration has been included in the rates prescribed in subclause (1) as an increase in advance in respect of a cost of living adjustment. The employer shall review the movement of the Consumer Price Index (all items) for the Durban area, as published by the Department of Statistics. As and when this Index has increased by 6 per cent over the figure on which the last increase was calculated in terms of this clause, a further adjustment of 6 per cent shall be made to the hourly rate of remuneration prescribed in subclause (1), which adjusted rate shall then become the prescribed rate for the relevant grade. The first such adjustment after the date of publication of this Agreement shall be made when the Index has increased by 6 per cent over 140,1, being the figure for August 1974.

(b) Adjustments in this respect shall apply equally to employees who are paid monthly in terms of clause 4 (4).

(c) All adjustments in this respect shall be made with effect from the last pay-week in the second month after that to which the Consumer Price Index relates.

(d) In the event of a decrease in the Consumer Price Index (all items) for the Durban area, a decision shall be taken by the Council as to whether a corresponding decrease in the hourly rate of remuneration shall be effected.

(8) *Long service benefits.*—(a) As and at 31 December each year, the employer shall give a long service bonus on the following basis to each of his employees in the undermentioned grades who has completed the required period of employment:

	Employees in Grades A to C	Employees in Grade D	Employees in Grades H to O
	Per annum R	Per annum R	Per annum R
(i) Five years' service or more, but less than 10 years.....	26,00	19,50	13,00
(ii) Ten years' service or more, but less than 15 years.....	52,00	39,00	26,00
(iii) Fifteen years' service or more, but less than 20 years.....	78,00	58,50	39,00
(iv) Twenty years' service or more.....	104,00	78,00	52,00

(3) *Differensiële loon.*—'n Werkgever wat vereis of toelaat dat 'n lid van een klas van sy werknemers langer as altesaam een uur op 'n bepaalde dag, hetsy benewens sy eie werk of in die plek daarvan, werk verrig van 'n ander klas waarvoor 'n hoër loon as dié van sy eie klas in subklousule (1) hiervan voorgeskryf word, moet sodanige werknemer ten opsigte van die dag minstens die dagloon betaal bereken teen die hoër skaal: Met dien verstande dat—

(i) hierdie klousule nie geld waar die verskil tussen klasse ingevolge subklousule (1) op ouderdom of ondervinding berus nie;

(ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Ooreenkoms so uitgelê mag word dat dit 'n werkgever belet om van 'n werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrywe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

(4) *Loonberekening.*—(a) Die dagloon van 'n werknemer is sy uurloon maal die getal gewone ure wat hy normaalweg op dié dag gewerk het.

(b) Die weekloon van 'n werknemer is sy dagloon maal die getal dae wat hy normaalweg in dié week gewerk het.

(c) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.

(5) *Loonaanspingskemas.*—Indien die werkgever 'n aanspingskema wil instel moet hy 'n gesamentlike komitee bestaande uit verteenwoordigers van die bestuur en die werknemers aanstel wat na beraadslaging met die vakvereniging wat 'n party by hierdie Ooreenkoms is, oor die voorwaardes van so 'n skema ooreen kan kom.

(6) Niks in hierdie Ooreenkoms mag die uitwerking hê nie dat dié die loonskaal verminder van 'n werknemer in die Nywerheid wat op die inwerkingtredingsdatum van hierdie Ooreenkoms 'n loon ontvang het teen 'n hoër skaal as die minimum skaal wat in hierdie Ooreenkoms voorgeskryf word vir die klas werk wat hy verrig het.

(7) *Aanpassing van lewenskoste.*—(a) 'n Verhoging van 6 persent in die uurlikse skaal van besoldiging is inbegrepe in die skale wat in subklousule (1) voorgeskryf word as 'n verhoging vooruit ten opsigte van 'n aanpassing van die lewenskoste. Die werkgever moet die beweging van die verbruikersprysindeks (alle items) vir die Durbanse gebied, soos deur die Departement van Statistiek gepubliseer, in hersiening neem. Indien en wanneer hierdie indeks met 6 persent gestyg het bo die syfer waarop die vorige verhoging ingevolge hierdie klousule bereken is, moet 'n bykomende aanpassing van 6 persent gemaak word in die uurlikse skaal van besoldiging soos in subklousule (1) voorgeskryf, en hierdie aangepaste skaal moet dan die voorgeskrywe skaal vir die betrokke graad word. Die eerste sodanige aanpassing ná die publikasiedatum van hierdie Ooreenkoms moet geskied wanneer die indeks met 6 persent gestyg het bo 140,1 wat die syfer vir Augustus 1974 was.

(b) Dieselfde aanpassings in hierdie verband geld ook vir werknemers wat ingevolge klousule 4 (4) maandeliks betaal word.

(c) Alle aanpassings in hierdie verband moet geskied met ingang van die laaste betaalweek in die tweede maand ná die een waarop die verbruikersprysindeks betrekking het.

(d) Ingeval die verbruikersprysindeks alle items vir die Durbanse gebied sou daal, moet die Raad besluit of 'n ooreenstemmende vermindering in die uurlikse skaal van besoldiging aangebring moet word.

(8) *Langdiensvoordele.*—(a) Op 31 Desember in elke jaar moet die werkgever 'n langdiensbonus op die volgende grondslag gee aan elkeen van sy werknemers in ondergenoemde grade wat die vereiste dienstydpark voltooi het:

	Werknemers in graad A tot graad C	Werknemers in graad D	Werknemers in graad H tot graad O
	Per jaar R	Per jaar R	Per jaar R
(i) Vyf jaar diens of langer, maar minder as 10 jaar.....	26,00	19,50	13,00
(ii) Tien jaar diens of langer, maar minder as 15 jaar.....	52,00	39,00	26,00
(iii) Vyftien jaar diens of langer, maar minder as 20 jaar.....	78,00	58,00	39,00
(iv) Twintig jaar diens of langer.....	104,00	78,00	52,00

Met dien verstande dat die bonus pro rata verminder moet word as gevolg van afwesigheid van die werk, behoudens klousules 7, 8 en 9, en vir korttyd wanneer daar nie van die werknemer vereis word om te werk nie.

Provided that the bonus shall be reduced pro rata for any absence from work except as is provided for in clauses 7, 8 and 9 and for short-time when the employee is not required to work.

(b) The employer shall pay a sum equivalent to the local tax (or dwelling or hut tax) and the general tax, payable by an employee in Grades H to O inclusive in terms of the Bantu Taxation Act, 1969 (Act 92 of 1969), after completion by the employee of five calendar years' unbroken employment: Provided that the employer's liability shall be limited to—

- (i) in respect of the local tax (or dwelling or hut tax), R1 per wife, for a maximum of two wives; and
- (ii) in respect of the general tax, R3,50.

(9) *Payment of wages in case of fire.*—The employer shall pay all employees who are deprived of work through fire the amount of one week's wages calculated in terms of clause 4, read with clause 6: Provided that should the stoppage be for a period of less than one week, a pro rata amount may be paid.

5. PAYMENT OF EARNINGS

(1) Any amount due to an employee shall be paid in cash or by cheque either weekly or monthly during the hours of work on the usual pay-day of the establishment, or on termination of employment if this takes place before the usual pay-day.

(2) The employer shall not make any deductions from an employee's remuneration other than the following:

- (a) Premiums in respect of an approved pension fund;
- (b) premiums in terms of clause 8 of this Agreement (sick leave);
- (c) premiums in terms of clause 10 of this Agreement (medical benefits);
- (d) with the written consent of the employee, deductions for subscriptions to the funds of the trade union;
- (e) with the written consent of the employee, deductions for holiday savings and in repayment of loans advanced from the benevolent fund;
- (f) any amount which the employer is legally or by order of any competent Court, required or permitted to make;
- (g) an amount proportionate to any period when the employee is not at work otherwise than on the instructions or at the request of the employer: Provided that—
 - (i) the employer shall give 24 hours' notice in the case of short-time arising out of temporary slackness of trade or shortage of raw materials or staggered shut-down or start-up in respect of the annual shut-down period;
 - (ii) the employer shall give one hour's notice in the case of short-time arising from any other cause.

6. HOURS OF WORK AND OVERTIME

(1) The employer shall not require or permit an employee, other than a guard, to work more ordinary hours of work than 45, excluding meal times, in any one week and—

- (a) in the case of an employee who works a five-day week, 9, excluding meal times, on any one day; and
- (b) in the case of an employee who works a six-day week, 7½, excluding meal times, on any one day.

(2) *Meal breaks.*—The employer shall not require or permit an employee, other than a guard, to work for more than five hours continuously without an uninterrupted interval of not less than half an hour, during which time no work shall be performed, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

- (i) if such interval be for longer than half an hour, any period in excess of three-quarters of an hour shall be deemed to be part of the ordinary hours of work;
- (ii) periods of work interrupted by an interval of less than half an hour shall be deemed to be continuous;
- (iii) a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this subclause not to have worked during such interval.

(3) The provisions of subclauses (6), (9) and (10) hereof shall not apply to an employee while he is engaged on emergency work.

(4) Save as is provided in this clause, all hours of work shall be consecutive.

(5) All time worked in excess of the ordinary hours of work prescribed in this clause shall be deemed to be overtime.

(6) All overtime worked by an employee shall be paid for at the rate of not less than one and one-third times his ordinary wage in respect of the total period so worked.

(b) Die werkgewer moet 'n bedrag betaal gelyk aan die plaaslike belasting (of woning- of hutbelasting) en die algemene belasting wat ingevolge die Wet op Bantobelasting, 1969 (Wet 92 van 1969), deur werknemers in graad H tot en met Graad O betaalbaar is, nadat die werknemer vyf kalenderjaar ononderbroke diens voltooi het: Met dien verstande dat die werkgewer se aanspreeklikheid beperk is tot—

- (i) R1 per vrou, vir 'n maksimum van twee vrouens ten opsigte van die plaaslike belasting (of woning- of hutbelasting); en
- (ii) R3,50 ten opsigte van die algemene belasting.

(9) *Betaling van lone in die geval van brand.*—Die werkgewer moet aan alle werknemers wat as gevolg van brand sonder werk is, die bedrag van een week se loon betaal, bereken ingevolge klousule 4, gelees saam met klousule 6: Met dien verstande dat ingeval die onderbreking minder as 'n week duur, 'n pro rata-bedrag betaal kan word.

5. BETALING VAN VERDIENSTE

(1) Elke bedrag aan 'n werknemer verskuldig, moet of weekliks of maandeliks gedurende die werkure op die gewone betaaldag van die bedryfsinrigting, of by diensbeëindiging as dit voor die gewone betaaldag val, in kontant of per tjek betaal word.

(2) Die werkgewer mag geen ander bedrae as ondergenoemdes van die werknemer se besoldiging aftrek nie:

- (a) Premies ten opsigte van 'n goedgekeurde pensioenfonds;
- (b) premies kragtens klousule 8 van hierdie Ooreenkoms (siekteterlof);
- (c) premies kragtens klousule 10 van hierdie Ooreenkoms (mediese bystand);
- (d) met die skriftelike toestemming van die werknemer, bedrae vir ledegeld aan die vakverenigingfondse;
- (e) met die skriftelike toestemming van die werknemer, bedrae vir die vakansiespaarfonds en vir die terugbetaling van lenings voorgesket uit die liefdadigheidsfondse;
- (f) enige bedrag wat die werkgewer regtens of ingevolge 'n bevel van enige bevoegde hof moet of mag aftrek;
- (g) 'n bedrag eweredig aan enige tydperk wat 'n werknemer om 'n ander rede as op las of op versoek van sy werkgewer van werk afwesig is: Met dien verstande dat—
 - (i) die werkgewer 24 uur kennis moet gee in die geval van korttyd veroorsaak deur 'n tydelike slapte in die bedryf of 'n tekort aan grondstowwe of verskillende sluitings- of aanvangstye vir die jaarlikse sluitingsperiode;
 - (ii) die werkgewer een uur kennis moet gee in die geval van korttyd weens enige ander oorsaak.

6. WERKURE EN OORTYDWERK

(1) Die werkgewer mag nie van 'n werknemer, uitgesonderd 'n wag, vereis of hom toelaat om in 'n week meer as 45 gewone werkure, uitgesonderd etensstye, en—

- (a) in die geval van 'n werknemer wat 'n vyfdagweek werk, meer as 9 uur per dag, uitgesonderd etensstye; en
- (b) in die geval van 'n werknemer wat 'n sesdagweek werk, meer as 7½ uur per dag, uitgesonderd etensstye;

te werk nie.

(2) *Etenspouse.*—Die werkgewer mag nie van 'n werknemer, uitgesonderd 'n wag, vereis of hom toelaat om langer as vyf uur aaneen sonder 'n ononderbroke pouse van minstens 'n halfuur te werk nie, en gedurende sodanige pouse mag geen werk verrig word nie en sodanige pouse maak nie deel uit van die gewone of oortydwerkure nie: Met dien verstande dat—

- (i) as sodanige pouse langer as 'n halfuur duur, enige tydperk van langer as driekwart uur as gewone werkure beskou moet word;
- (ii) werktidperke wat deur 'n pouse van minder as 'n halfuur onderbreek word, geag word aaneenlopend te wees;
- (iii) 'n drywer van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, vir die toepassing van hierdie subklousule geag moet word nie gedurende sodanige pouse te gewerk het nie.

(3) Subklousules (6), (9) en (10) hiervan is nie van toepassing op 'n werknemer terwyl hy noodwerk verrig nie.

(4) Behoudens hierdie klousule, moet alle werkure aaneenlopend wees.

(5) Alle tyd gewerk wat langer is as die gewone werkure wat in hierdie klousule voorgeskrif word, moet geag word oortydwerk te wees.

(6) Vir alle oortydwerk deur 'n werknemer verrig, moet hy betaal word teen 'n skaal van minstens een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus gewerk.

(7) *Overtime premium.*—Whenever an employee engaged on shift work works a normal shift on a Saturday or Sunday, he shall in addition to the remuneration payable for such shift be paid an overtime premium, in respect of a shift worked on a Saturday, of one-third of the remuneration so payable and in respect of a shift worked on a Sunday, of the full remuneration so payable.

(8) *Limitation of overtime.*—The employer shall not require or permit an employee to work overtime for more than 10 hours in any week.

(9) *Rest periods.*—(a) On the nine-hour day shift and the seven and a half-hour morning shift, one rest interval of 10 minutes, during which no work shall be performed, shall be allowed to each employee, and such interval shall for the purposes of calculating remuneration be reckoned as part of the ordinary hours of work. During such interval each employee on duty at the factory shall be served with a cup of tea, free of charge.

(b) Subject to section 27 of the Factories, Machinery and Building Work Act, 1941, on the nine-hour day and night shifts and the 7½-hour afternoon and night shifts, each employee on duty at the factory shall be served at his place of work with a cup of tea, free of charge: Provided that employees on the nine-hour night shift shall be so served twice per shift.

7. ANNUAL LEAVE

(1) The factory shall close down annually for a period of not less than three weeks extending over the day of the Covenant, Christmas Day and New Year's Day.

(2) The employer shall, subject to the provisions of subclause (3), pay to each employee in respect of paid annual leave one and one-quarter day's pay for every complete month of employment during the calendar year to which such leave relates.

(3) (a) An employee shall be granted paid leave after the completion of 12 months' consecutive employment on the following basis:

(i) In the case of 1-shift and 2-shift employees on a five-day week, 15 consecutive working days;

(ii) in the case of 2-shift employees on a six-day week, 18 consecutive working days;

(iii) in the case of 3-shift employees on a five and two-third day week, 17 consecutive working days.

(b) Such leave shall in the case of employees other than employees in the engineering, canteen, stores and site sections be taken during the annual shut-down period.

(c) Employees in the engineering, canteen, stores and site sections shall be granted such leave within two months of the completion of the year of employment to which it relates.

(4) Any employee who leaves the employment of the employer before the completion of the year's employment shall, upon the termination of such employment, be paid leave pay at the rate of one-quarter of the weekly wage for each completed month of employment during that year.

(5) If New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers Day, the Day of the Covenant or Christmas Day falls within the period of leave referred to in subclause (3), a further working day's leave shall be added to the said period: Provided that in the case of an employee who works a five-day week, where such holiday falls on the sixth day of the week, the provisions of this subclause shall not apply.

(6) The remuneration in respect of annual leave shall be paid on the last working day before the commencement of such leave.

(7) (a) The rate of remuneration for paid annual leave for all employees proceeding on leave during the annual shut-down period shall be based on the average earnings of the employee over the previous August, September and October each year: Provided that in the event of the employee's wage rate being increased between the end of October and the termination of his leave, he shall be entitled to the additional increase in the basic wage rate as from the effective date of the increase.

(b) The rate of remuneration in respect of all employees who proceed on leave at a time other than during the annual shut-down and in respect of employees who join the service of the employer after the preceding 1 August, shall be based on the average earnings of the full shift cycle immediately prior to the period of such leave: Provided that in the event of the employee's wage rate being increased during the period of leave he shall be entitled to the additional increase in the basic wage rate as from the effective date of the increase.

(8) The period of annual leave shall not run concurrently with any period during which the employee is under notice of termination of employment in terms of clause 14, under any period of sick leave in terms of clause 8 or undergoing military training in pursuance of the Defence Act, 1957.

(7) *Oortydpremie.*—As 'n werknemer wat skofwerk verrig 'n gewone skof op 'n Saterdag of 'n Sondag werk, moet hy bo en behalwe die besoldiging wat vir sodanige skof betaalbaar is 'n oortydpremie betaal word van een derde van die besoldiging wat aldus betaalbaar is ten opsigte van 'n skof wat op 'n Saterdag gewerk word en van die volle besoldiging wat aldus betaalbaar is ten opsigte van 'n skof wat op 'n Sondag gewerk word.

(8) *Beperking van oortydwerk.*—Die werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as 10 uur in 'n bepaalde week oortydwerk te verrig nie.

(9) *Ruspouses.*—(a) Op die dagskof van nege uur en die oggendskof van sewe en 'n half uur moet een ruspouse van 10 minute waarin geen werk verrig mag word nie aan elke werknemer toegestaan word, en vir die berekening van besoldiging moet sodanige ruspouse as deel van die gewone werkure gereken word. Gedurende sodanige pouse moet 'n koppie tee kosteloos verskaf word aan elke werknemer wat by die fabriek op diens is.

(b) Behoudens artikel 27 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, moet daar op die dag- en nagskofte van nege uur en die middag- en nagskofte van sewe en 'n half uur aan elke werknemer wat by die fabriek op diens is 'n koppie tee kosteloos by sy werkplek verskaf word: Met dien verstande dat aan werknemers op die nagskof van nege uur twee maal per skof tee kosteloos verskaf moet word.

7. JAARLIKSE VERLOF

(1) Die fabriek moet jaarliks sluit vir 'n tydperk van minstens drie weke wat oor Geloftedag, Kersdag en Nuwejaarsdag strek.

(2) Die werkgewer moet, behoudens subklousule (3), ten opsigte van jaarlikse verlof met besoldiging aan elke werknemer een en 'n kwart dag se besoldiging betaal vir elke voltooide maand diens gedurende die kalenderjaar waarop sodanige verlof betrekking het.

(3) (a) Na voltooiing van 12 maande ononderbroke diens moet aan 'n werknemer verlof met besoldiging toegestaan word op die volgende grondslag:

(i) In die geval van eenskof- en tweeskofwerknemers met 'n werkweek van vyf dae, 15 agtereenvolgende werkdag;

(ii) in die geval van tweeskofwerknemers met 'n werkweek van ses dae, 18 agtereenvolgende werkdag;

(iii) in die geval van drieskofwerknemers met 'n werkweek van vyf en twee-derde dae, 17 agtereenvolgende werkdag.

(b) Sodanige verlof moet in die geval van ander werknemers as werknemers in die ingenieurs-, eethuis-, voorraad- en terreinseksie gedurende die jaarlikse sluitings tydperk geneem word.

(c) Aan werknemers in die ingenieurs-, eethuis-, voorraad- en terreinseksie moet sodanige verlof toegestaan word binne twee maande na voltooiing van die jaar diens waarop die verlof betrekking het.

(4) 'n Werknemer wat voor die voltooiing van een jaar diens die werkgewer se diens verlaat, moet by beëindiging van sodanige diens verlofbesoldiging ontvang teen die skaal van 'n kwart van die weekloon vir elke volle maand diens gedurende daardie jaar.

(5) As Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Geloftedag of Kersdag binne die verloftydperk in subklousule (3) vermeld, val, moet nog 'n werkdag verlof by genoemde tydperk gevoeg word: Met dien verstande dat in die geval van 'n werknemer wat vyf dae in 'n week werk, waar sodanige vakansiedag op die sesde dag van die week val, hierdie subklousule nie van toepassing is nie.

(6) Die besoldiging ten opsigte van jaarlikse verlof moet betaal word op die laaste werkdag voordat sodanige verlof begin.

(7) (a) Die besoldigingskaal vir jaarlikse verlof met besoldiging vir alle werknemers wat gedurende die jaarlikse sluitings tydperk met verlof gaan, moet gebaseer word op die gemiddelde verdienste van die werknemer oor die voorafgaande Augustus, September en Oktober elke jaar: Met dien verstande dat ingeval die werknemer se loon tussen die einde van Oktober en die einde van sy verlof verhoog word, hy geregtig is op die bykomende verhoging in die basiese loonskaal met ingang van die effektiewe datum van die verhoging.

(b) Die besoldigingskaal ten opsigte van alle werknemers wat op 'n ander tydperk as gedurende die jaarlikse sluiting met verlof gaan en vir werknemers wat ná die voorafgaande 1 Augustus by die werkgewer in diens tree, moet gebaseer word op die gemiddelde verdienste tydens die volle skofsiklus onmiddellik vóór sodanige verloftydperk: Met dien verstande dat ingeval die werknemer se loon gedurende sy verlof verhoog word, hy geregtig is op die bykomende verhoging in die basiese loonskaal met ingang van die effektiewe datum van die verhoging.

(8) Die tydperk van jaarlikse verlof mag nie saamval met enige tydperk waarin die werknemer se diens ingevolge klousule (14) opgesê is, of met enige tydperk van siekteverlof ingevolge klousule 8 of enige tydperk waarin hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan nie.

(9) For the purposes of this clause, "employment" shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of this clause;
- (b) required to undergo military training in pursuance of the Defence Act, 1957;
- (c) absent from work on the instructions or at the request of the employer;
- (d) absent on sick leave in terms of clause 8;
- (e) absent owing to injury on duty;

amounting in the aggregate to not more than 10 weeks in any year in respect of items (a), (c), (d) and (e).

(10) Employees who, during the period the factory is closed, are absent in terms of clause 8 or through injury on duty and who are entitled to annual leave during this period, shall take their annual leave within two months of their return to work.

(11) Whenever an employee other than an apprentice is paid his annual leave pay, he shall be paid in addition one week's full pay as a holiday bonus, calculated in accordance with subclause (7): Provided that, in the case of employees in Grades H to O, the employer reserves the right to arrange for the amount involved to be incorporated in the weekly earnings of such employees on a pro rata basis over the succeeding year.

(12) All employees referred to in subclause (11) shall after 10 years' unbroken employment be granted a further one week's additional full pay, calculated in accordance with subclause (7).

(13) Whenever an apprentice is paid annual leave pay, he shall be paid in addition a holiday bonus on the following basis:

- First year: R20.
- Second year: R30.
- Third year: R40.
- Fourth year: R50.
- Fifth year: R60.

8. SICK LEAVE

(1) (a) The employer shall grant to an 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 compensatable under the Workmen's Compensation Act, 1941—

- (i) in the case of an employee who works a six-day week, 12 working days; and
- (ii) in the case of an employee who works a five-day week, 10 working days;

sick leave in the aggregate during any one year of employment with him and shall pay to such employee in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided that the 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: Provided further that where an accumulative sick leave scheme is established by agreement between the employer and the trade union and to which an employee may contribute not more than the amount contributed by the employer in respect of each of his employees, which scheme entitles the employee to receive in the aggregate benefits substantially not less favourable to him than the above provisions, the terms of this clause shall not apply.

(b) An employee who has been absent from work through illness or injury is required to report to the Company Medical Officer for clearance before resuming work.

(2) For the purpose of this clause the expression "employment" shall have the same meaning as in clause 7 (9).

9. PUBLIC HOLIDAYS AND SUNDAYS

(1) An employee shall be entitled to and be granted leave on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Settler's Day, Day of the Covenant and Christmas Day, when he shall be paid not less than the wage he would have received had he worked on such day, together with any bonus that may be payable to him: Provided that—

- (i) an employee may be required to work on such day;
- (ii) in the case of an employee who works a five-day week, where such holiday falls on the sixth day of the week, this subclause shall not apply;

(9) By die toepassing van hierdie klousule word daar geag dat "diens" enige tydperk of tydperke insluit wanneer 'n werknemer—

- (a) met verlof kragtens hierdie klousule afwesig is;
- (b) verplig is om militêre opleiding te ondergaan ingevolge die Verdedigingswet, 1957;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) met siekteverlof ingevolge klousule 8 afwesig is;
- (e) weens besering op diens afwesig is;

en wel tot 'n totaal in enige jaar van hoogstens 10 weke ten opsigte van punte (a), (c), (d) en (e).

(10) Werknemers wat gedurende die tydperk wanneer die fabriek gesluit is kragtens klousule 8 of as gevolg van besering op diens afwesig is en wat op jaarlikse verlof gedurende hierdie tydperk geregtig is, moet hul jaarlikse verlof neem binne twee maande nadat hulle na hul werk teruggekeer het.

(11) Wanneer 'n werknemer, uitgesonderd 'n vakleerling, sy jaarlikse verlofbesoldiging betaal word, moet aan hom addisionele besoldiging vir een volle week, bereken ooreenkomstig subklousule (7), as 'n vakansiebonus betaal word: Met dien verstande dat in die geval van werknemers in die grade H tot O, die werkgever hom die reg voorbehou om te reël dat die betrokke bedrag oor die volgende jaar op 'n pro rata-grondslag in die weeklikse verdienstes van sodanige werknemers opgeneem word.

(12) Aan alle werknemers in subklousule (11) bedoel, moet na 10 jaar ononderbroke diens verdere addisionele besoldiging vir een volle week, bereken ooreenkomstig subklousule (7), betaal word.

(13) Wanneer sy jaarlikse verlofbesoldiging aan 'n vakleerling uitbetaal word, moet aan hom 'n addisionele vakansiebonus op die volgende grondslag betaal word:

- Eerste jaar: R20.
- Tweede jaar: R30.
- Derde jaar: R40.
- Vierde jaar: R50.
- Vyfde jaar: R60.

8. SIEKTEVERLOF

(1) (a) Die werkgever moet aan 'n werknemer wat 'n maand lank by hom gewerk het en wat van die werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is—

- (i) in die geval van 'n werknemer wat ses dae in 'n week werk, altesaam 12 werkdag; en
- (ii) in die geval van 'n werknemer wat vyf dae in 'n week werk, altesaam 10 werkdag;

siekteverlof verleen gedurende enige jaar diens by hom en moet aan sodanige werknemer ten opsigte van die tydperk van afwesigheid hiervolgens minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat die werkgever kan eis dat die werknemer 'n sertifikaat wat deur 'n geregistreerde mediese praktisyn onderteken is, moet toon, wat die aard en duur van die werknemer se siekte vermeld ten opsigte van elke tydperk van afwesigheid waarvoor besoldiging geëis word: Voorts met dien verstande dat waar 'n skema vir oplopende siekteverlof volgens ooreenkoms tussen die werkgever en die vakvereniging ingestel is waartoe die werknemer hoogstens die bedrag mag bydra wat deur die werkgever bygedra word ten opsigte van elkeen van sy werknemers, en wat die werknemer daartoe geregtig maak om altesaam voordele te ontvang wat wesenlik nie minder gunstig as bostaande bepalinge vir die werknemer is nie, hierdie klousule nie van toepassing is nie.

(b) 'n Werknemer wat weens siekte of besering van die werk afwesig was, moet hom by die Maatskappy se Mediese Beampte aanmeld vir uitklaring voordat hy sy werk hervat.

(2) By die toepassing van hierdie klousule, het die uitdrukking "diens" dieselfde betekenis as in klousule 7 (9).

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) 'n Werknemer is geregtig op verlof op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Geloftedag en Kersdag, en sodanige verlof moet aan hom toegestaan word en betaling vir sodanige dag moet geskied teen minstens die loon wat hy sou ontvang het as hy op so 'n dag gewerk het, tesame met enige bonus wat aan hom betaalbaar mag wees: Met dien verstande dat—

- (i) van 'n werknemer vereis kan word om op sodanige dag te werk;
- (ii) in die geval van 'n werknemer wat vyf dae in 'n week werk en sodanige vakansiedag op die sesde dag van die week val, hierdie subklousule nie van toepassing is nie;

(iii) in the event of absence on the working day immediately preceding or immediately succeeding any such public holiday, payment as above shall not be made unless such absence has been specially authorised in advance or is covered by an acceptable medical certificate in which case payment may be made.

(2) An employee required to work on any such public holiday shall be paid not less than his ordinary rate of remuneration in respect of the total period worked on such day in addition to the remuneration to which he would have been entitled had he not so worked.

(3) If any of the public holidays referred to in subclause (1) falls on a Friday or a Monday and over 50 per cent of the employees who would normally be required to work on the Saturday shift in the case of such a holiday falling on a Friday or the Sunday shift in the case of such a holiday falling on a Monday, elect not to work the relative shift, consideration may be given to closing the factory, in which event no payment shall be made to any shift employees in respect of the shift that would normally have been worked.

(4) (a) Whenever an employee, other than a guard or a Sunday shift-worker where provision has been made for Sunday work in clause 6 (7) and in the rates of remuneration prescribed in clause 4, works on a Sunday, the employer shall pay such employee—

(i) if he so works for a period not exceeding four hours, not less than the remuneration payable in respect of the period ordinarily worked by him on a week-day;

(ii) if he so works for a period exceeding four hours, not less than double his ordinary remuneration in respect of the total period so worked, or not less than double the remuneration payable in respect of the period ordinarily worked by him on a week-day whichever is the greater.

(b) Notwithstanding the provisions of paragraph (a) of this subclause, where the employer provides work to occupy an employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him, such employee shall only receive double the prescribed rate for the period actually worked.

(5) (a) Subclause (4) shall apply equally to a shift-worker who works on a Sunday when his normal shift does not fall on that day.

(b) A shift-worker who works on a Sunday for a period in addition to his normal shift, shall be paid double his ordinary remuneration for the additional period so worked.

10. MEDICAL BENEFITS

All employees who are acceptable to the Natal Medical Plan shall become members and shall pay the required premium and be subject to the rules governing the Plan.

11. OVERALLS AND PROTECTIVE CLOTHING

The employer shall supply and maintain in good condition, free of charge, any overalls and/or protective clothing which he may require an employee to wear or which by any law or regulation he may be compelled to provide for employees.

12. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 15 YEARS

The employer shall not employ any person under the age of 15 years.

13. TRADE UNION

The employer shall recognise the Durban Rubber Industrial Union and shall conduct all negotiations on working conditions as covered by this Agreement with such Union during the operation of the Agreement.

14. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Subject to—

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

(b) the provisions of any written agreement between the employer and an employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

the employer or an employee desiring to terminate the contract of employment shall give not less than one working day's notice of termination during the first month of employment, and thereafter not less than one week's notice of termination.

(iii) ingeval 'n werknemer van die werk afwesig is op die werkdag onmiddellik vóór of onmiddellik ná enige sodanige openbare vakansiedag, betaling soos hierbo vermeld nie moet geskied nie, tensy sodanige afwesigheid vooraf spesiaal gemagtig is of gedek word deur 'n aanvaarbare mediese sertifikaat, in welke geval betaling mag geskied.

(2) As daar van 'n werknemer vereis word om op enige sodanige openbare vakansiedag te werk, moet hy vir die hele tydperk wat hy op sodanige dag werk, minstens sy gewone besoldiging betaal word bo en behalwe die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(3) Indien enige van die openbare vakansiedae in subklousule (1) vermeld op 'n Vrydag of 'n Maandag val en meer as 50 persent van die werknemers wat normaalweg die Saterdag skof sou moes gewerk het ingeval sodanige vakansiedag op 'n Vrydag val of die Sondag skof ingeval die vakansiedag op 'n Maandag val, verkies om nie die betrokke skof te werk nie, kan ooreweging daaraan geskenk word om die fabriek te sluit, en in dié geval word geen skofwerker betaal vir die skof wat hy normaalweg sou gewerk het nie.

(4) (a) Wanneer 'n werknemer, uitgesonderd 'n wag of 'n Sondag skofwerker, waar daar in klousule 6 (7) en in die besoldigingskaal voorgeskryf in klousule 4 voorsiening vir Sondagwerk gemaak word, op 'n Sondag werk, moet die werkgever dié werknemer—

(i) as hy aldus hoogstens vier uur lank werk, minstens die besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word;

(ii) as hy aldus langer as vier uur werk, minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk aldus gewerk, of minstens dubbel die besoldiging wat betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word, naamlik die grootste bedrag betaal.

(b) Ondanks paragraaf (a) van hierdie subklousule, moet 'n werknemer, as die werkgever aan hom werk verskaf om hom vir die ure van 'n normale skof besig te hou, en sodanige werknemer nalaat of weier om die volle tydperk wat van hom vereis word, te werk, net vir die tydperk wat hy werklik gewerk het dubbel die voorgeskrewe besoldiging ontvang.

(5) (a) Subklousule (4) geld insgelyks vir 'n skofwerker wat op 'n Sondag werk as sy gewone skof nie op dié dag val nie.

(b) 'n Skofwerker wat op 'n Sondag langer as sy gewone skof werk, moet vir die ekstra tyd wat hy aldus gewerk het dubbel sy gewone besoldiging betaal word.

10. MEDIESE BYSTAND

Alle werknemers wat vir die Natal Medical Plan aanneemlik is, moet lid word en die vereiste premie betaal en is aan die reëls van die Plan onderworpe.

11. OORPAKKE EN BESKERMENDE KLERE

Die werkgever moet alle oorpakke en/of beskermende klere wat hy van sy werknemer mag vereis om te dra of wat hy ingevolge enige wet of regulasie verplig is om aan sy werknemers te verskaf, gratis verskaf en in 'n goeie toestand hou.

12. VERBOD OP DIE INDIENSNEMING VAN ENIGIE-MAND ONDER DIE OUDERDOM VAN 15 JAAR

Die werkgever mag niemand wat jonger as 15 jaar is in diens neem nie.

13. VAKVERENIGING

Die werkgever moet die Durban Rubber Industrial Union erken en gedurende die geldigheidsduur van hierdie Ooreenkoms alle onderhandelings oor diensvoorwaardes, soos gedek deur hierdie Ooreenkoms, met die Union voer.

14. BEÏNDIGING VAN DIENSKONTRAK

(1) Behoudens—

(a) die reg van die werkgever of 'n werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig; en

(b) die bepalinge van enige skriftelike ooreenkoms tussen die werkgever en sy werknemer wat voorsiening maak vir 'n diensopseggingstermyn wat vir albei ewe lank is en langer as wat in hierdie klousule voorgeskryf word;

moet die werkgever of sy werknemer wat verlang om die dienskontrak te beëindig gedurende die eerste maand diens minstens een werkdag en daarna minstens een week kennis gee van sy voorneme om die dienskontrak te beëindig.

(2) In the event of the employer or an employee failing to give notice as provided for in subclause (1) hereof, the employer shall pay, or the employee shall forfeit respectively—

(a) in the case of an employee who has not completed more than one month's employment with the employer, one-sixth of the weekly wage in the case of an employee who works a six-day week and one-fifth of the weekly wage in the case of an employee who works a five-day week, which such employee was receiving immediately before the date of such termination;

(b) in the case of an employee who has completed more than one month's employment with the employer, the weekly wage which such employee was receiving immediately before the date of such termination.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by the employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in subclause (2), the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment. For the purpose of this subclause, any payment which may be due to an employee in terms of clause 7 (4) of the Agreement, shall also be regarded as a benefit in the process of accrual.

(4) When an agreement is entered into in terms of subclause (1) (b), the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) The notice referred to in subclause (1) shall take effect from the day on which it is given: Provided that such notice shall not be given during nor shall any period thereof run concurrently with the employee's absence on annual leave in terms of clause 7 or sick leave in terms of clause 8, or during any period of military training in pursuance of the Defence Act, 1957.

(6) The employer shall upon termination of any contract of employment, other than through desertion of the employee, furnish the employee, other than a casual employee, with a certificate of service showing the full names of the employer and the employee, the occupation of the employee, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

15. EXEMPTIONS

(1) The Council may, subject to the proviso to section 51 (3) of the Act, grant exemption from any of the provisions of this Agreement.

(2) The Council shall fix the conditions subject to which such exemption is granted and the period during which it shall operate and may after one week's notice in writing to the persons concerned withdraw such exemption, whether or not the period for which it was granted has expired.

(3) The Secretary of the Council shall issue to every person exempted in accordance with the provisions of this clause, a licence signed by him setting out—

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption is granted;

(c) the conditions subject to which such exemption is granted; and

(d) the period during which such exemption shall operate.

(4) The Secretary of the Council shall—

(a) number consecutively all licences; and

(b) retain a copy of each licence issued.

(5) Where any exemption is applied for affecting the conditions of employment of any employee, such application for exemption, duly signed by the employer and employee affected, must be submitted, in writing, to the Secretary of the Council.

(6) The employer shall observe the provisions of any licence of exemption issued in terms of this clause.

This Agreement signed on behalf of the parties at Durban this 20th day of December 1974.

L. D. THORNE, Chairman of the Council.

B. BUSHNELL, Vice-Chairman of the Council.

M. W. B. MOODIE, Secretary of the Council.

(2) Ingeval die werkgever of 'n werknemer nalaat om kennis te gee soos in subklousule (1) hiervan bepaal, moet die werkgever en die werknemer onderskeidelik die volgende betaal of verbeur:

(a) In die geval van 'n werknemer wat hoogstens een maand diens by die werkgever voltooi het indien hy ses dae in 'n week werk, een sesde van die weekloon, en indien hy vyf dae in 'n week werk, een vyfde van die weekloon wat dié werknemer onmiddellik voor die datum van sodanige diensbeëindiging ontvang het;

(b) in die geval van 'n werknemer wat meer as een maand diens by die werkgever voltooi het, die weekloon wat dié werknemer onmiddellik voor die datum van sodanige diensbeëindiging ontvang het.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms is die werkgever, as geld wat hy by wyse van loon aan die werknemer skuld, onvoldoende is om die volle verbeurde bedrag in subklousule (2) bedoel, te dek, daarop geregtig om sodanige bedrag uit ander voordele (as daar is) wat ten tyde van die beëindiging van sodanige werknemer se dienskontrak ten bate van die werknemer opgeloopt het, terug te hou. By die toepassing van hierdie subklousule moet enige besoldiging wat ooreenkomstig klousule 7 (4) van hierdie Ooreenkoms aan 'n werknemer verskuldig mag wees, ook beskou word as 'n voordeel wat aan dié oploopt is.

(4) As 'n ooreenkoms kragtens subklousule (1) (b) gesluit word, moet die betaling of verbeuring in plaas van diensopsegging eweredig wees aan die tydperk van diensopsegging waarvoor daar ooreengekom is.

(5) Die diensopsegging in subklousule (1) bedoel, loop vanaf die dag waarop dit gegee word: Met dien verstande dat die diensopsegging nie mag geskied tydens en geen tydperk daarvan mag saamval met die werknemer se afwesigheid met jaarlikse verlof kragtens klousule 7 of siekteverlof kragtens klousule 8 nie, en dat dit ook nie mag geskied gedurende enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, nie.

(6) Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgever aan sy werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat uitreik waarin die volle name van die werkgever en sy werknemer, die beroep van die werknemer, die aanvangs- en beëindigingsdatum van die kontrak en die besoldigingskaal ten tyde van sodanige beëindiging aangegee word.

15. VRYSTELLINGS

(1) Die Raad kan, behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet die voorwaardes vasstel waarop dié vrystelling verleen word en die tydperk waarvoor sodanige vrystelling van krag bly, en kan na een week skriftelike kennisgewing aan die betrokke persone sodanige vrystelling intrek, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon wat ooreenkomstig hierdie klousule vrygestel word, 'n sertifikaat uitreik wat deur hom onderteken is en waarin die volgende vermeld word:

(a) Die volle naam van die betrokke persoon;

(b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes waarop sodanige vrystelling verleen word; en

(d) die tydperk waarvoor die vrystelling geldig is.

(4) Die Sekretaris van die Raad moet—

(a) alle sertifikate wat uitgereik word agtereenvolgens nommer; en

(b) 'n afskrif hou van elke sertifikaat wat uitgereik word.

(5) Waar aansoek gedoen word om 'n vrystelling wat die diensvoorwaardes van 'n werknemer raak, moet sodanige aansoek om vrystelling, wat behoorlik onderteken is deur die werkgever en die werknemer wat daardeur geraak word, skriftelik aan die Sekretaris van die Raad voorgelê word.

(6) Die werkgever moet die bepalings nakom van enige vrystellingssertifikaat wat kragtens hierdie klousule uitgereik word.

Hierdie Ooreenkoms is namens die partye op hede die 20ste dag van Desember 1974 te Durban onderteken.

L. D. THORNE, Voorsitter van die Raad.

B. BUSHNELL, Ondervoorsitter van die Raad.

M. W. B. MOODIE, Sekretaris van die Raad.

No. R. 804

25 April 1975

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

RUBBER MANUFACTURING INDUSTRY

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Rubber Manufacturing Industry, published under Government Notice R. 803 of the 25th April 1975 to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN, Minister of Labour.

No. R. 804

25 April 1975

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

RUBBERNYWERHEID

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Rubbernywerheid, gepubliseer by Goewermentskennisgewing R. 803 van 25 April 1975, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

Use it.

Don't abuse it.

water is for everybody



Werk mooi daarmee.

Ons leef daarvan



Registered mail carries no insurance.

Send valuables by
INSURED PARCEL POST
and
Money by means of a POSTAL ORDER or
MONEY ORDER.

◆
Use air mail parcel post

— *It's quicker!*

◆
CONSULT YOUR LOCAL POSTMASTER.

Geregistreeerde pos is nie verseker nie.

Stuur waardevolle artikels per.
VERSEKERDE PAKKETPOS
en
Geld deur middel van 'n POSORDER of
POSWISSEL.

◆
Stuur u pakkette per lugpos

— *dis vinniger!*

◆
RAADPLEEG U PLAASLIKE POSMEESTER.

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