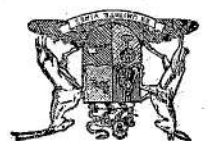


UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA



BUITENGEWONE
Staatskoerant
Government Gazette

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

VOL. CLXXIII.] PRYS 6d.

PRETORIA, 31 JULIE 1953.

PRICE 6d.

[No. 5107.]

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOEWERMENTS-KENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1640.] [31 Julie 1953.]

NYWERHEID-VERSOENINGSWET, 1937.

NYWERHEID VIR DIE VERVAARDIGING VAN

RUBBERGOEDERE.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, verklaar hierby—

(a) kragtens subartikel (1) van artikel agt-en-veertig van die Nywerheid-versoewingswet, 1937, dat al die bepalinge van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Nywerheid vir die Vervaardiging van Rubbergoedere betrekking het, vanaf die 16de dag van Augustus 1953, en vir die tydperk wat op die 15de dag van Augustus 1956 eindig, bindend is vir die werkgewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lode van daardie vereniging is;

(b) kragtens subartikel (2) van artikel agt-en-veertig van genoemde Wet dat die bepalinge in klousule I (c) III tot en met XX en XXII tot en met XXIV van genoemde Ooreenkoms vervat, vanaf die 16de dag van Augustus 1953, en vir die tydperk wat op die 15de dag van Augustus 1956 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die gebied geokkuper deur Dunlop South Africa, Ltd., in die kragtens subartikel (4) van artikel agt-en-veertig van genoemde Wet dat die bepalinge in klousule I (c), III tot en met XX, XV, XVII tot en met XX en XXII tot en met XXIV van genoemde Ooreenkoms vervat, vanaf die 16de dag van Augustus 1953, en vir die tydperk wat op die 15de dag van Augustus 1956 eindig, in die gebied geokkuper deur Dunlop South Africa, Limited, in die toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordonnskrywing van die uitdrukking „werknemer” vervat in artikel een van genoemde Wet ingesluit is nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1640.] [31 July 1953.]

INDUSTRIAL CONCILIATION ACT, 1937.

RUBBER MANUFACTURING INDUSTRY.

I, PAUL OLIVER SAUER, Acting Minister of Labour, do hereby—

(a) in terms of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1937, 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 from the 16th day of August, 1953, and for the period ending the 15th day of August, 1956, upon the employer and the trade union which entered into the said Agreement and upon the employees who are members of that union;

(b) in terms of sub-section (2) of section forty-eight of the said Act, declare that the provisions contained in clauses I (c), III to XX (inclusive) and XXII to XXIV (inclusive) of the said Agreement shall be binding from the 16th day of August, 1953, and for the period ending the 15th day of August, 1956, upon the other employers and employees 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 sub-section (4) of section forty-eight of the said Act, declare that in the area occupied by Dunlop South Africa, Limited, in the Magisterial District of Durban, and from the 16th day of August, 1953, and for the period ending the 15th day of August, 1956, the provisions contained in clauses I (c), III to XX (inclusive), XV, XVII to XX (inclusive) and XXII to XXIV (inclusive) of the said Agreement shall mutatis mutandis apply in respect of such persons employed in the said Industry as are not included in the definition of the expression “employee” contained in section one of the said Act.

P. O. SAUER,
Acting Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE RUBBERNYWERHEID
(DURBAN).

OOREENKOMS

aangegaan ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, deur en tussen

„Dunlop South Africa, Limited”

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

„Durban Rubber Industrial Union”

(hieronder „die vakvereniging” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Rubbernywerheid (Durban), ter vervanging van die Ooreenkoms tussen die partye aangegaan soos gepubliseer by Goewermentskennisgewing No. 1008 van 5 Mei 1950.

I. BESTEK VAN TOEPASSING.

(A) Die bepalings van hierdie Ooreenkoms moet deur die werkgewer nagekom word en deur al die werknemers wat lede van die vakvereniging is en in die nywerheid in diens is en vir wie in hierdie Ooreenkoms lere voorgeskryf word.

(B) Die Ooreenkoms is van toepassing op die gebied tans deur die werkgewer geokkupeer en binne die magistraatsdistrik Durban geleë.

(C) Tensy hierin spesifiek daarvoor voorsiening gemaak word, word dit beskou dat die bepalings van hierdie Ooreenkoms nie diensvoorwaardes, bonusse, toelaes of ander voordele waarvoor hierin geen voorsiening gemaak word nie en wat tans bestaan en deur werknemers geniet word en/of die beginsels op sodanige voordele van toepassing, nadelig raak of verminder nie.

II. GELDIGHEIDSDUUR VAN OOREENKOMS.

(A) Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid ingevolge artikel *agt-en-veertig* van die Wet mag bepaal en bly van krag vir 'n tydperk van drie jaar vanaf sodanige datum of vir sodanige ander tydperk as wat hy mag vasstel.

(B) Die partye kan met wedersydse instemming en in behoorlike vorm die bepalings van hierdie Ooreenkoms van tyd tot tyd wysig deur aanvullingsooreenkomste wat gelyktydig met hierdie Ooreenkoms vir bepaalde tydperke, al na besluit word, van krag sal wees.

III. WOORDOMSKRYWING.

'n Uitdrukking wat in hierdie Ooreenkoms gebruik word en in die Wet omskryf is, het dieselfde betekenis as in daardie Wet; 'n verwysing na 'n Wet omvat alle wysigings van sodanige Wet en tensy 'n ander bedoeling blyk, sluit woorde wat die manlike geslag aandui vrouens in; verder, tensy strydig met die samehang, beteken—

- „Wet”, die Nywerheid-versoeningswet, 1937;
- „ambagsman”, 'n geskoolde vakman of werktuigkundige;
- „Bystandsfonds”, 'n fonds wat deur die werknemers vir bystanddoeleindes gestig is en beheer word;
- „ketel- en pomphuisoppasser”, die werknemer wat toesig het oor die stoomketel en diensinstallasie;
- „kantienwerker”, 'n werknemer wat in die kantien werk;
- „ploegbaas”, 'n werknemer wat onder toesig van 'n opsigter of voorman beheer het oor 'n ploeg of klein groep werknemers en vir die behoorlike verrigting deur hulle van hul werk verantwoordelik is;
- „klerklike werknemer”, 'n werknemer, uitgesonderd 'n fabrieksklerk, wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of enige ander soort klerklike werk verrig;
- „vroulike klerklike werknemer, gekwalifiseerd”, 'n vroulike klerklike werknemer met minstens vier jaar ondervinding;
- „vroulike klerklike werknemer, ongekwalifiseerd”, 'n vroulike klerklike werknemer met minder as vier jaar ondervinding;
- „manlike klerklike werknemer, gekwalifiseerd”, 'n manlike klerklike werknemer met minstens vyf jaar ondervinding;
- „manlike klerklike werknemer, ongekwalifiseerd”, 'n manlike klerklike werknemer met minder as vyf jaar ondervinding;
- „Raad”, die Nywerheidsraad vir die Rubbernywerheid (Durban);
- „dag”, die tydperk van vier-en-twintig uur gereken van die tyd waarop die werknemer werk begin;
- „ondervinding”—

(a) in verband met 'n klerklike werknemer, die totale tydperk of tydperke wat die werknemer in die hoedanigheid van klerklike werknemer gehad het afgesien van die bedryf waarin die ondervinding opgedoen is;

(b) in verband met 'n werknemer in grade I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, die tydperk of tydperke van diens wat 'n werknemer onderskeidelik in grade I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII of XIII in die Rubber- of Rubberproduktevervaardigingsnywerheid het;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE DURBAN RUBBER
INDUSTRY.

AGREEMENT

entered into in accordance with the provisions of the Industrial Consolidation Act, 1937, by and between

Dunlop South Africa, Limited

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

Durban Rubber Industrial Union

(hereinafter referred to as the “trade union”), of the other part; being the parties to the Durban Rubber Industrial Council to replace the Agreement entered into between the parties and published under Government Notice No. 1008 of 5th May, 1950.

I. SCOPE OF APPLICATION.

(A) 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, and for whom wages are prescribed in this Agreement.

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

(C) Unless specifically provided for herein, the terms of this Agreement shall be deemed not adversely to affect or reduce conditions of employment, bonuses, allowances or other advantages not provided for herein and presently existing and enjoyed by employees and/or the principles applicable to such benefits.

II. PERIOD OF OPERATION OF AGREEMENT

(A) This Agreement shall come into operation on such date as may be fixed by the Minister of Labour, in terms of section *forty-eight* of the Act and shall remain in force for a period of three years from that date or for such other period as may be determined by him.

(B) The parties may, by consent and in due form, vary the terms of this Agreement from time to time by supplementary agreements, to operate concurrently with this Agreement for such periods as may be decided.

III. DEFINITIONS.

Any expression used in this Agreement, which are defined in the Act, shall have the same meanings as in that Act, a reference to an Act shall include any amendments of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the content—

- “Act” means the Industrial Consolidation Act, 1937;
- “artisan” means a skilled tradesman or mechanic;
- “Benevolent Fund” means a fund established and controlled by the employees for benevolent purposes;
- “boiler and pumphouse attendant” means an employee who supervises the boiler and service plant;
- “canteen worker” means an employee who is engaged in the canteen;
- “chargehand” means an employee, who under the supervision of a supervisor or foreman, is in charge of a gang or small group of employees and who is responsible for the efficient performance by them of their duties;
- “clerical employee” means an employee, other than a factory clerk, who is wholly or mainly engaged in writing and/or typing and/or any other form of clerical work;
- “clerical employee, female, qualified,” means a female clerical employee who has had not less than 4 years' experience;
- “clerical employee, female, unqualified,” means a female clerical employee who has had less than 4 years' experience;
- “clerical employee, male, qualified,” means a male clerical employee who has had not less than 5 years' clerical experience;
- “clerical employee, male, unqualified,” means a male clerical employee who has had less than 5 years' experience;
- “Council” means the Durban Rubber Industrial Council;
- “day” means the period of twenty-four hours calculated from the time the employee commences work;
- “experience” means—

(a) in relation to a clerical employee, the total period or periods which the employee has had in the duties of a clerical employee irrespective of the trade in which the experience was gained;

(b) in relation to an employee in grades I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, the period or periods of employment which an employee has had in grade I, grade II, grade III, grade IV, grade V, grade VI, grade VII, grade VIII, grade IX, grade X, grade XI, grade XII, or grade XIII respectively in the Rubber or Rubber Products Manufacturing Industry;

"fabrieksklerk", 'n werknemer wat onder die toesig van 'n opsigter of voorman een of meer van die volgende werksaamhede verrig:—

- (a) Op die ploegstate aantekening hou van die tye en geproduseerde hoeveelhede en algemeen by klerklike werk in die fabriek help;
- (b) bestellings bymekaarmaak en nasien en versendings-briefies en vragbriewe uitskryf;
- (c) nasien van inkomende goedere en uitskryf van goedere-briefies;

"eerste assistent", 'n werknemer wat onder die beheer van die leier werk, maar wat by afwesigheid van die leier sy plek kan inneem;

"voorman", 'n werknemer wat onder die leiding van 'n superintendent beheer het oor die werknemers en oor sulke werknemers kontrole uitoefen en vir die behoorlike verrigting deur hulle van hul werk verantwoordelik is;

"hekwagter", 'n werknemer wat bedags of snags uitsluitlik beheer het oor die hoofhek en wat 'n erkende sertifikaat vir eerste hulp hou;

"graad I-werknemer", 'n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:—

- (a) Bediener van weefselkalendermasjiën, leier;

"graad II-werknemer", 'n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:—

- (a) Bediener van loopvlakuitdrukmasjiën, leier;

"graad III-werknemer", 'n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:—

- (a) Finale nasien van reuse- en motorbuitebande;

"graad IV-werknemer", 'n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:—

- (a) Toetsers in die walskamer;
- (b) toetsbestuurders;

"graad V-werknemer", 'n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:—

- (a) Bou van reusebuitebande uitgesonderd ligte vragwa- of trekkerbuitebande;
- (b) pomphuis- en keteloppasser;

"graad VI-werknemer", 'n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:—

- (a) Bediener van profiel- en strookkalendermasjiën;
- (b) ploegleier by autoklawe;
- (c) bediener van binnebanduitdrukmasjiën, leier;
- (d) bediener van slanguitdrukmasjiën, leier;

"graad VII-werknemer", 'n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:—

- (a) Bediener van skuinssnymasjiën, leier;
- (b) bediener van loodpers, leier;
- (c) inspeksie van produkte in voorraadpakhuis;

"graad VIII-werknemer", 'n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:—

- (a) Opbou van buitebande uitgesonderd reuse- of fietsbuitebande;
- (b) vormpers van buitebande uitgesonderd kruitwa en fietsbuitebande;

"graad IX-werknemer", 'n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:—

- (a) Bymekaarsit van juiste materiaalhoeveelhede vir rubbermengsels, leier;
- (b) weefselkalender, eerste assistent;
- (c) vulkaniseerder by autoklawe;
- (d) vulkanisering van kruitwabuitebande;
- (e) tafelleier by dryfriemvervaardiging;
- (f) bediener van dryfriempers, eerste werker;
- (g) handlangers;

"graad X-werknemer", 'n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:—

- (a) Meng van poeiers en rubber op wals;
- (b) voer van Banbury-tregter;
- (c) eerste kantienwerker;
- (d) nasien van klaar produkte;
- (e) finale afweeg van materiaalhoeveelhede;
- (f) laai van outoklawe;
- (g) bedieners van ponsmasjiene;

"factory clerk" means an employee who, under the supervision of a superintendent or foreman, performs one or more of the following duties:—

- (a) Recording the times and outputs in the gang sheets and generally assisting in clerical work in the factory;
- (b) assembling and checking orders and writing out despatch dockets and consignment notes;
- (c) checking goods inwards and writing out dockets;

"first assistant" means an employee who works under the control of the leader but who may take the place of the leader in his absence;

"foreman" means an employee who, under the direction of a superintendent is in charge of the employees, who exercises control over such employees, and who is responsible for the efficient performance by them of their duties;

"commissionaire" means an employee who is wholly in charge of the main gate by day or by night and who holds a recognised First Aid Certificate;

"grade I employee" means an employee engaged in one or more of the following operations or capacities:—

- (a) Fabric calendar machine operator, leader;

"grade II employee" means an employee engaged in one or more of the following operations or capacities:—

- (a) Tread extruding machine operator, leader;

"grade III employee" means an employee engaged in one or more of the following operations or capacities:—

- (a) Final inspection of giant and car covers;

"grade IV employee" means an employee engaged in one or more of the following operations or capacities:—

- (a) Testers in the mill room;
- (b) test drivers;

"grade V employee" means an employee engaged in one or more of the following operations or capacities:—

- (a) Building giant covers other than light truck or tractor covers;
- (b) pumphouse and boiler attendant;

"grade VI employee" means an employee engaged in one or more of the following operations or capacities:—

- (a) Profile and strip calendar machines operator;
- (b) gang leader on autoclaves;
- (c) tube extruding machine operator, leader;
- (d) hose extruding operator, leader;

"grade VII employee" means an employee engaged in one or more of the following operations or capacities:—

- (a) Bias cutting machine operator, leader;
- (b) lead press operator, leader;
- (c) viewing products in bias stores;

"grade VIII employee" means an employee engaged in one or more of the following operations or capacities:—

- (a) Building covers other than giant or cycle covers;
- (b) press moulding covers other than wheelbarrow and cycle covers;

"grade IX employee" means an employee engaged in one or more of the following operations or capacities:—

- (a) Assemble batches for rubber compounds, leader;
- (b) fabric calendar, first assistant;
- (c) curer on autoclaves;
- (d) curing wheelbarrow covers;
- (e) table leader on belt making;
- (f) operator of belt press, first hand;
- (g) handymen;

"grade X 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 hopper;
- (c) leading canteen worker;
- (d) checking finished products;
- (e) final batch weighing;
- (f) loading autoclaves;
- (g) card punching operators;

„graad XI-werknemer”, ’n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:—

- (a) Ontvang van rubber op 84 duim-gladwals;
- (b) kalandar van mengsel op 84 duim-gladwals met inbegrip van terugvoer;
- (c) bankplastiseer op 84 duim-gladwals;
- (d) stoker by handstookwerk;
- (e) eerste ghrieswerker;
- (f) skuim van Dunlopillo;

„graad XII-werknemer”, ’n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:—

- (a) Poeiers of rubber in mengselkamer bymeekaarsit;
- (b) velle en stroke sny op walse;
- (c) binnebande vulkaniseer in ketels;
- (d) rubber raffineer met masjien, met inbegrip van stroke sny;
- (e) lugsakke afwerk met die hand of met masjien;
- (f) lugsakke op spil opbou, ventiele insit, en las;
- (g) assistent van eerste lasser;
- (h) weefsel bestryk en droog op stoomkaste;
- (i) motor- of vragmotor, binnebande bondel en in kaste verpak;
- (j) monoband-buitebande maak;
- (k) monoband-buitebande vulkaniseer;
- (l) buitebande toedraai en etiketteer;
- (m) las en insit van ventiel in spilbinnebande en lasse vulkaniseer;
- (n) tennisbalkerns met vilt beklee;
- (o) beklee van slangvoering met masjien;
- (p) weefsel of linne met masjien skeur, eerste werker;

„graad XIII-werknemer”, ’n werknemer wat een of meer van die volgende werksaamhede verrig of in een of meer van die volgende hoedanighede in diens is:—

- (a) Braam van fiets-, motor- en vragwabuutebande afsny;
- (b) lappe op buitebande uitstryk en verseël;
- (c) ru- of herstelde lugsakke vorm;
- (d) buisies of bottels vir rubberlym vul en met die hand of masjien verseël;
- (e) spiraalindraai van hiele en inmeekaarsit van vullers en hiele;
- (f) vullers, kussings, of brekers met masjien of met die hand inmeekaarsit;
- (g) blaas, oplaap en stroop van binnebande;
- (h) stuiklas, oppers en insit van ventiele in binnebande;
- (i) lap, fineer, of nuwe ventiele insit in lugsak;
- (j) spillap van verkoelerslang;
- (k) flappe skuins afsny en las;
- (l) assistente van pers- of panvormers;
- (m) met die hand buitebande op vormers inmeekaarsit;
- (n) sproei van motor- en vragwabuutebande;
- (o) slang vulkaniseer in pan;
- (p) isolasiestroke vir slang bymeekaarsit;
- (q) slanglasse opbou en vulkaniseer;
- (r) fietsbinnebande maak;
- (s) tennisballe maak en vorm;
- (t) lood van slang herwin;
- (u) met masjien weefsel inkoop;
- (v) sny, las, opraap, nippel, vertin, met rubber beklee, of met rubberlym behandel van fietsroldrade;
- (w) laagbestanddele vir motor- en vragwabuutebande inmeekaarsit;
- (x) maak en pas van balansregstellers; balansoortreкке;
- (y) dryfriemlae inmeekaarsit;
- (z) rubber was in meule;
- (aa) met die hand ondervlak aan bovlak vasmaak;
- (bb) loodpers-blokmaker;
- (cc) sny en profileer van apekskern;
- (dd) met pers rubber van bale afsny;
- (ee) fietsbinnebande vorm;
- (ff) skuinsrande of rubberproppe maak;
- (gg) monobandbekledingmateriaal opdraai;
- (hh) materiaal op stoomverhitte droër droog;
- (ii) maak van kruiskoord en verstellappe;
- (jj) inmeekaarsit van versoolstroke;
- (kk) met die hand koordmateriaal uit afval sny;
- (ll) buitebande met nat talk of smeermiddel behandel;
- (mm) maat-afmerking;
- (nn) nasien van afvalmateriaal;
- (oo) binnebande regmaak;
- (pp) met masjien voerings herbondel;
- (qq) pers-vulkaniseer;
- (rr) materiaal van kalanders, skuinsnymasjiene of uitdruk-masjiene af in hoeveelhede afneem;
- (ss) nasien van halfklaarprodukte;
- (tt) met masjien hiele sny;
- (uu) ventieldele inmeekaarsit en vorm;
- (vv) rubber of rubberlym stryk aan metaaldele voor vorming; dit omvat werknemers wat nie elders gespesifiseer is nie;
- (ww) alle werksaamhede aan Dunlopillo uitgesonderd skuim;
- (xx) alle werksaamhede aan „Vee belts”.

„handlanger”, ’n werknemer (uitgesonderd ’n ambagsman) wat aan terreine, geboue en uitrusting algemene herstelwerkies uitvoer en dit onderhou en wat klein toebehore in verband daarmee vervaardig;

„grade XI employee” means an employee engaged in one or more of the following operations or capacities:—

- (a) Receiving rubber on 84” smooth mills;
- (b) sheeting out mixes on 84” smooth mills, including returns;
- (c) bank masticating on 84” smooth mills;
- (d) fireman on handstoking;
- (e) leading greaser;
- (f) frothing Dunlopillo;

„grade XII employee” means an employee engaged on one or more of the following operations or capacities:—

- (a) Assemble powders or rubbers in compound room;
- (b) sheeting and strip cutting on mills;
- (c) cure tubes in pots;
- (d) refine rubber by machine, including strip cutting;
- (e) buff airbags by machine or by hand;
- (f) build airbags on mandrel and fit valve and join;
- (g) assistant to leading splicer;
- (h) coating fabric and dry on steam chests;
- (i) bundle and box motor or truck tubes;
- (j) make monoband covers;
- (k) curing monoband covers;
- (l) wrap and label covers;
- (m) join and fit valve to mandrel tubes and joint cure;
- (n) felt covering tennis ball cores;
- (o) covering hose lining by machine;
- (p) tear fabric or linen by machine, first hand;

„grade XIII employee” means an employee engaged in one or more of the following operations or capacities:—

- (a) skiving spue from cycle, motor and truck covers;
- (b) ironing and sealing patches on covers;
- (c) mould draw or repaired airbags;
- (d) fill solution tubes or flasks and seal by machine or hand;
- (e) spiral wrap beads and assemble fillers to beads;
- (f) assemble fillers, chafers, or breakers by machine or hand;
- (g) blow on, lap and strip tubes;
- (h) butt join, press up, and fit valves to tubes;
- (i) patch, veneer, or revalve airbag;
- (j) mandrel lap radiator hose;
- (k) bevel and join flaps;
- (l) assistants to press or pan moulders;
- (m) assemble covers on formers by hand;
- (n) spraying motor and truck covers;
- (o) cure hose in pan;
- (p) batch hose insulation strips;
- (q) build and cure hose joints;
- (r) making cycle tubes;
- (s) make and mould tennis balls;
- (t) reclaim lead from hose;
- (u) doping fabric by machine;
- (v) cutting, joining, coiling, grinding, nippling, tinning, rubbering, or sizing cycle coil wires;
- (w) assemble ply components for motor and truck covers;
- (x) make and fit balance adjusters; balance covers;
- (y) assemble belt plies;
- (z) washing rubber in mills;
- (aa) assemble undertread to tread by hand;
- (bb) lead press billet maker;
- (cc) cut and profile apex core;
- (dd) cutting rubber from bales by press;
- (ee) mould cycle tubes;
- (ff) make bevels or rubbing plugs;
- (gg) spool monoband casing material;
- (hh) drying material on steam heated dryer;
- (ii) making cross cord and repair patches;
- (jj) assemble retread or recapping strip;
- (kk) cut cord material from scrap by hand;
- (ll) wet chalk or lubricate covers;
- (mm) size making;
- (nn) checking out scrap;
- (oo) rectifying tubes;
- (pp) rebatch linings by machine;
- (qq) press curing;
- (rr) batching material off calenders, bias cutting machine or extruders;
- (ss) checking out part finished products;
- (tt) cut out beads by machine;
- (uu) assemble valve parts and mould;
- (vv) applying rubber or solution to metal parts preparatory to moulding; and shall include employees not elsewhere specified;
- (ww) all operations on Dunlopillo other than frothing;
- (xx) all operations on Vee belts;

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

„arbeider”, ’n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (a) Optel, dra, verplaas, stapel of in hoeveelhede bymekaarsit;
- (b) vullis, as of afvalmateriaal verwyder en persele skoonmaak;
- (c) briewe, boodskappe, of goedere te voet, of met ’n fiets, of met ’n handvoertuig aflewer;
- (d) laai of aflaai, uitgesonderd die laai of aflaai van perse;
- (e) maak van tee, of dergelike drank, skoonmaak, was en dra in kantien, en omvat ’n kantienwerker;
- (f) oopmaak of toemaak van kiste, bale of pakkette;
- (g) artikels van gelykvormige grootte en getal in houers verpak wat spesiaal gemaak is om hulle te bevat;
- (h) sjabloneer en merk van kiste, bale en ander pakkette;
- (i) draad of bande om kiste, bale of ander houers slaan; vasbind, in goingsak indraai;
- (j) bedien van ’n handhystoestel;
- (k) voer aan of afneem van masjiene of vervoerders (uitgesonderd voer aan of afneem van walse of Banbury);
- (l) sorteer of hanteer van afvalmateriaal;
- (m) olie en ghries van masjinerie;
- (n) met die hand rubber van bale of rubbermengsels opsnij;
- (o) met die hand ru-kante van gevormde goedere afwerk;
- (p) tuinmaak;
- (q) met die hand opdraai, weer opdraai en skoonmaak van voerings;
- (r) met die hand hiele verwyder;
- (s) persele bewaak en patrolleer;
- (t) goedere op ’n gestelde skaal afweeg;
- (u) uitmekaarhaal en weer inmekaarsit van vormers;
- (v) skoonmaak en was, uitgesonderd voerings met masjiene skoonmaak;

„masjienhandlanger”, ’n werknemer (uitgesonderd ’n ambagsman) wat klein herstellings aan masjinerie, installasie en ander uitrusting uitvoer;

„nagskof”, die skof waarin die normale skofure tot na middernag duur;

„bediener-werknemer”, ’n werknemer, uitgesonderd ’n voorman, opsigter, ambagsman, klerklike werknemer, beplannings-assistent, hek-wagter en patrolleerwag;

„gewone skaal van besoldiging”, die loon gedeel deur die gewone ure wat deur die werknemer gewerk word;

„patrolleerwag”, ’n werknemer wat onder toesig van die hek-wagter bedags en snags die persele of die fabrieksin gange patrolleer en bewaak;

„beplanningsassistent”, ’n werknemer wat help by die opstel en beplanning van die werkprogram;

„Rubbervervaardigingsnywerheid”, 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 geassosieer is vir die doel van die vervaardiging van buite- en/of binnebande vir motorvoertuie, vragmotors, vliegtuie, kruiswagens en/of fietsse met alie daaraan verbonde prosesse en werksaamhede en sluit in enige ander soort lugbuitebande of -binnebande, tennisballe, vervoer- en transmissiebande, rubberslange, versoolstroke, Dunlopillo, flappe en rubberlym en ander rubbergoedere of gerubberiseerde goedere;

„korttyd”, ’n tydelike vermindering van die getal gewone werkure van ’n werknemer veroorsaak deur ’n algemene defekraak van installasie en masjinerie of ’n dreigende instorting van geboue as gevolg van ongeval of onvoorsiene noodgeval, of slapte in die bedryf, of ’n tekort aan grondstowwe;

„opsigter”, ’n werknemer wat onder toesig van ’n voorman of superintendent beheer het oor die werknemers in ’n afdeling van ’n inrigting, wat oor sulke werknemers kontrole uitoefen en wat vir die behoorlike verrigting deur hulle van hul werk verantwoordelik is;

„toetsbestuurder”, ’n werknemer wat ’n motorvoertuig bestuur met die doel om die bande te toets;

„loon”, daardie gedeelte van die besoldiging (uitgesonderd bonus) wat in kontant aan ’n werknemer betaal moet word ten opsigte van die vasgestelde gewone werkure;

„gemiddelde skaal van besoldiging”, met betrekking tot werknemers in grade I tot XIII, die loon plus die gemiddelde bonus wat ooreenkomstig artikel IV oor die voorafgaande drie maande verdien is.

By die toepassing van bostaande woordskrywings, word ’n werknemer beskou as binne dié klas te val waarin hy uitsluitlik of hoofsaaklik werksaam is.

„labourer” means an employee engaged on one or more of the following duties:—

- (a) Lifting, carrying, moving, staking or batching;
- (b) removing refuse, ashes or scrap, and cleaning premises;
- (c) delivering letters, messages or goods on foot or by means of a bicycle or manually propelled vehicle;
- (d) loading or unloading other than loading or unloading presses;
- (e) making tea or similar beverages, cleaning, washing and carrying in canteen and includes a canteen worker;
- (f) opening or closing boxes, bales or packages;
- (g) placing articles of uniform size and number into containers specially made to contain them;
- (h) stencilling and marking boxes, bales and other packages;
- (i) binding or strapping boxes, bales or other containers, binding or tying up, wrapping in hessian;
- (j) operating a hand hoist;
- (k) feeding and taking off from machine or conveyors other than feeding and taking off from mills or Banbury;
- (l) sorting or handling scrap;
- (m) oiling and greasing machinery;
- (n) cutting up rubber by hand from the bale or rubber compounds;
- (o) trimming rough edges of moulded goods by hand;
- (p) gardening work;
- (q) winding, rewinding and cleaning linings by hand;
- (r) debanding by hand;
- (s) guarding and patrolling premises;
- (t) weighing goods on a set scale;
- (u) decoring and reassembling formers;
- (v) cleaning and washing, other than cleaning linings by machine;

„machine handyman” means an employee, other than an artisan, engaged in making minor repairs to machinery, plant and other equipment;

„night shift” means the shift in which the normal shift hours extend beyond midnight;

„operative employee” means an employee other than a foreman, supervisor, artisan, clerical worker, planning assistant, commissioner and patrol guard;

„ordinary rate of remuneration” means the wage divided by the ordinary hours worked by the employee;

„patrol guard” means an employee engaged in patrolling and guarding the premises or the entrance to the factory by day or by night under the supervision of the commissioner;

„planning assistant” means an employee who assists in setting and planning programmes of work;

„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, rubber hose, retread strips, Dunlopillo, flaps and solutions, and other rubber or rubberised products;

„short time” means a temporary reduction in the number of ordinary hours of work of an employee due to a general breakdown of plant and machinery or a threatened breakdown of buildings caused by accident or unforeseen emergency or to slackness of trade or shortage of raw material;

„supervisor” means an employee who, under the supervision of a foreman or superintendent, is in charge of the employees in a section of an establishment, who exercises control over such employees and who is responsible for the efficient performance by them of their duties;

„test driver” means an employee engaged in driving a motor vehicle for the purposes of testing tyres;

„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;

„average rate of remuneration” means in relation to employees on grades I to XIII the wage plus the average bonus earned under section IV over the previous three months.

When applying the above definitions an employee shall be deemed to fall within that classification in which he is wholly or mainly engaged.

IV. BESOLDIGING.

Die werkgewer en die werknemer moet onderskeidelik minstens onderstaande bedrae betaal en ontvang:—

	Uurloon.	Weekloon.
		£ s. d.
Voorman.....	—	8 0 0
Opsigter.....	—	6 10 0
Ploegbaas.....	30d.	5 12 6
Graad I, ervare.....	28d.	5 5 0
Graad II, ervare.....	27d.	5 1 3
Graad III, ervare.....	26d.	4 17 6
Graad IV, ervare.....	25d.	4 13 9
Graad V, ervare.....	24d.	4 10 0
Graad VI, ervare.....	23d.	4 6 3
Graad VII, ervare.....	22d.	4 2 6
Graad VIII, ervare.....	21d.	3 18 9
Graad IX, ervare.....	20d.	3 15 0
Grade I-IX, onervare volwassene, gedurende die eerste drie maande diens.....	20d.	3 15 0
Grade I-IX, jeugdige, onervare, wat 'n jeug-tige fabrieksklerk insluit, gedurende die eerste drie maande diens—		
Ouderdom 17.....	10d.	1 17 6
Ouderdom 18.....	12d.	2 5 0
Ouderdom 19.....	15d.	2 16 3
Ouderdom 20.....	18d.	3 7 6

'n Ervare jeugdige, graad I, moet besoldig word teen 'n skaal wat tot bostaande skaal vir onervare jeugdige wat op hom ooreenkomstig sy ouderdom van toepassing is, in dieselfde verhouding staan as grade I, II, III, IV, V, VI, VII, VIII en IX vir ervare volwassene onderskeidelik tot die grade I, II, III, IV, V, VI, VII, VIII en IX vir onervare volwassene staan.

	Uurloon.	Weekloon.
		£ s. d.
Graad X.....	10½d.	1 19 4½
Graad XI.....	10d.	1 7 6
Graad XII.....	9½d.	1 15 7½
Graad XIII.....	9d.	1 13 9
Grade X tot XIII en volwasse manlike arbeider gedurende eerste drie maande diens	8d.	1 10 0
Hekwagter—		
Eerste drie maande.....	—	3 15 0
Daarna.....	—	4 10 0
Werktuigkundige.....	45d.	8 8 9
Masjienhandlanger.....	30d.	5 12 6
Arbeider—		
Onder 18 jaar.....	6d.	1 2 6
18 jaar en ouer.....	8½d.	1 11 10½
Vrou wat kledkamers skoonmaak.....	6d.	1 2 6
Fabrieksklerk, volwasse, ongekwalifiseerd—		
Gedurende eerste drie maande ondervinding.....	—	3 15 0
Gedurende tweede drie maande ondervinding.....	—	4 2 6
Gekwalifiseerd.....	—	4 10 0
Klerklike werknemer en beplanningassistent, manlik—		
Gedurende eerste twaalf maande ondervinding.....	—	1 16 11
Gedurende tweede twaalf maande ondervinding.....	—	2 13 1
Gedurende derde twaalf maande ondervinding.....	—	3 9 3
Gedurende vierde twaalf maande ondervinding.....	—	4 5 5
Gedurende vyfde twaalf maande ondervinding.....	—	5 1 6
Daarna.....	—	5 15 5
Klerklike werknemer, vroulik—		
Gedurende eerste twaalf maande ondervinding.....	—	1 16 11
Gedurende tweede twaalf maande ondervinding.....	—	2 6 2
Gedurende derde twaalf maande ondervinding.....	—	2 15 5
Gedurende vierde twaalf maande ondervinding.....	—	3 4 7
Daarna.....	—	3 9 3

As daar op enige dag van 'n werknemer vereis word of hy toegelaat word om vir langer as een uur twee of meer soorte werk te verrig waarvoor verskillende minimum skale voorgeskryf is, moet hy vir daardie hele dag teen die hoëste van sodanige verskillende minimum skale besoldig word; met dien verstande dat as die enigste verskil tussen klasse op ondervinding, geslag of ouderdom berus die bepalinge van hierdie klousule nie van toepassing is nie.

Berekening van maandloon.—As die aan 'n werknemer verskuldigde loon maandeliks betaal word, moet die bedrag van sodanige loon bereken word teen die skaal van vier en een-derde maal die loon wat hierbo vir 'n werknemer van sy klas voorgeskryf word.

In die geval van werksaamhede waar dit moontlik is om die produksie te meet, sal benewens die in artikel IV voorgeskrewe besoldiging, vir die hoeveelheid werk wat bo die gewone vereiste vir die gewone skaal van besoldiging geproduseer is, 'n bonus betaal word teen die bonusskale soos tussen die werkgewer en die werknemer ooreengekom.

IV. REMUNERATION.

The employer shall not pay and the employee shall not receive less than the following:—

	Rate per hour.	Rate per week.
		£ s. d.
Foreman.....	—	8 0 0
Supervisor.....	—	6 10 0
Chargehand.....	30d.	5 12 6
Grade I, experienced.....	28d.	5 5 0
Grade II, experienced.....	27d.	5 1 3
Grade III, experienced.....	26d.	4 17 6
Grade IV, experienced.....	25d.	4 13 9
Grade V, experienced.....	24d.	4 10 0
Grade VI, experienced.....	23d.	4 6 3
Grade VII, experienced.....	22d.	4 2 6
Grade VIII, experienced.....	21d.	3 18 9
Grade IX, experienced.....	20d.	3 15 0
Grades I-IX, inexperienced adult, during the first three months of employment.....	20d.	3 15 0
Grades I-IX, juvenile, inexperienced, which shall include a juvenile factory clerk, during the first three months of employment:—		
Age 17.....	10d.	1 17 6
Age 18.....	12d.	2 5 0
Age 19.....	15d.	2 16 3
Age 20.....	18d.	3 7 6

A grade I experienced juvenile shall be paid at a rate which bears to the juvenile inexperienced rate referred to above, applicable to him, having regard to his age, the same relationship which the grades I, II, III, IV, V, VI, VII, VIII, IX, experienced adult rate bears to the grades I, II, III, IV, V, VI, VII, VIII, IX adult inexperienced rate respectively.

	Rate per hour.	Rate per week.
		£ s. d.
Grade X.....	10½d.	1 19 4½
Grade XI.....	10d.	1 7 6
Grade XII.....	9½d.	1 15 7½
Grade XIII.....	9d.	1 13 9
Grades X to XIII and adult male labourer, during the first three months of employment.....	8d.	1 10 0
Commissionaire—		
First three months.....	—	3 15 0
Thereafter.....	—	4 10 0
Mechanic.....	45d.	8 8 9
Machine handyman.....	30d.	5 12 6
Labourer—		
Under the age of 18 years.....	6d.	1 2 6
Of the age of 18 years and over.....	8½d.	1 11 10½
Female cleaning cloakrooms.....	6d.	1 2 6
Factory clerk, adult, unqualified—		
During first three months' experience.....	—	3 15 0
During second three months' experience.....	—	4 2 6
Qualified.....	—	4 10 0
Clerical employee and planning assistant, male—		
During first twelve months' experience.....	—	1 16 11
During second twelve months' experience.....	—	2 13 1
During third twelve months' experience.....	—	3 9 3
During fourth twelve months' experience.....	—	4 5 5
During fifth twelve months' experience.....	—	5 1 6
Thereafter.....	—	5 15 5
Clerical employee, female—		
During first twelve months' experience.....	—	1 16 11
During second twelve months' experience.....	—	2 6 2
During third twelve months' experience.....	—	2 15 5
During fourth twelve months' experience.....	—	3 4 7
Thereafter.....	—	3 9 3

An employee who on any day is required or permitted, for longer than one hour, to perform two or more classes of work for which different minimum rates are prescribed, shall be paid for the whole of such day at the higher or the highest of such different minimum rates, provided that where the sole difference between classes is based on experience, sex or age, the provisions of this clause shall not apply.

Calculation of Monthly Wage.—Whenever the wage due to an employee is paid monthly, the amount of such wage shall be calculated at the rate of four and one-third time the wage prescribed above for an employee of his class.

In occupations where it is possible to measure the production, a bonus will be paid in addition to the remuneration laid down in section IV for the amount of work produced in excess of the amount required for the ordinary rate of remuneration at the bonus rate agreed upon between the employer and the employee.

Die bonus moet op die volgende basis bereken word:—

Wanneer die hoeveelheid werk wat gedoen is $33\frac{1}{3}$ persent meer is as die vereiste hoeveelheid vir die gewone skaal van besoldiging, sal die volgende bonus betaal word:—

	Per week van 45 uur. £ s. d.
Graad I, volwassene.....	1 15 0
Graad II, volwassene.....	1 13 9
Graad III, volwassene.....	1 12 6
Graad IV, volwassene.....	1 11 3
Graad V, volwassene.....	1 10 0
Graad VI, volwassene.....	1 8 9
Graad VII, volwassene.....	1 7 6
Graad VIII, volwassene.....	1 6 3
Graad IX, volwassene.....	1 5 0
Graad X, volwassene.....	0 12 6
Graad XI, volwassene.....	0 11 10½
Graad XII, volwassene.....	0 11 3
Graad XIII, volwassene.....	0 10 7½

En as die hoeveelheid werk wat gedoen is minder as $33\frac{1}{3}$ persent bo die vereiste hoeveelheid is, moet daar 'n *pro rata* bedrag van bogenoemde bonus betaal word.

Vir die gewone toepassing van hierdie bepaling word berekenings gedoen op die basis van 'n gewone werkdag.

Werknemers in grade III (a) en IV (a) en (b) word, benewens hul gewone skale van besoldiging na 12 maande ondervinding in dieselfde werk en terwyl sodanige werk verrig, 'n bonus van 10 persent na 6 maande, 15 persent na 9 maande en 20 persent van die in artikel IV voorgeskrewe skale betaal.

V. LEWENSKOSTETOELAE.

(A) Aan 'n getroude manlike werknemer (uitgesonderd 'n werknemer in grade V tot XIII, 'n fabrieksklerk of 'n arbeider) moet 'n lewenskostoelae betaal word teen 'n skaal van 1s. 9d. per week vir elke 20 punte waarmee die kleinhandelprysindekssyfer 1,000 op die 1938-basis vir Durban oorskry.

(B) Aan 'n getroude manlike werknemer vir wie die skaal soos in artikel IV bepaal, meer as £5. 15s. 5d. per week is, moet 'n lewenskostoelae betaal word teen 'n skaal van 10s. per maand vir elke 20 punte waarmee die kleinhandelprysindekssyfer 1,000 op die 1938-basis vir Durban oorskry.

(C) Alle ander werknemers is geregtig tot 'n lewenskostoelae van minstens die betrokke toelae wat in Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, voorgeskryf word, en sodanige toelae moet aan hulle betaal word.

(D) Die toelae aan 'n werknemer ten opsigte van enige week of maand betaalbaar, moet *pro rata* verminder word vir enige tydperk van afwesigheid uit werk, uitgesonderd soos bepaal in artikels XI en XII.

(E) Die lewenskostoelae onder klousules (A) en (B) moet volgens die gemiddelde kleinhandelprysindekssyfer vir die vorige 12 maande bereken word, en is van toepassing op die maand wat op die publikasie van die indekssyfers volg, met dien verstande dat waar die toelae betaalbaar ingevolge hierdie klousules minder is as die toelae soos voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig, of soos van tyd tot tyd gewysig kan word, die Oorlogsmaatreëltoelae betaalbaar is.

VI. OORTYD.

(A) Alle ure wat bo die in artikel IX van hierdie Ooreenkoms voorgeskrewe gewone ure gewerk word, word geag oortyd te wees.

(B) Vir alle oortyd wat deur enige werknemer gewerk word, moet betaal word teen die skaal van een-derde van sy gewone skaal van besoldiging bo en behalwe die besoldiging wat vir die aldus gewerkte tyd verdien is, met dien verstande dat as oortyd op 'n daaglikse basis verskil van dié op 'n weeklikse basis, die basis wat vir 'n werknemer die gunstigste is, van toepassing is.

(C) 'n Onderhoudsambagsman moet vir alle oortyd betaal word teen die skaal van die helfte van sy gewone skaal van besoldiging bo en behalwe die besoldiging wat hy vir die aldus gewerkte tyd verdien, met dien verstande dat indien oortyd op 'n daaglikse basis van dié op 'n weeklikse basis verskil, die basis wat vir die werknemer die gunstigste is, van toepassing is.

VII. SKOFTOELAE.

(A) 'n Werknemer, uitgesonderd 'n hekwagter of patroleerwag, wat op 'n nagskof werk, moet 'n bykomende besoldiging van 15 persent op sy gewone skaal van besoldiging ontvang ten opsigte van die gewone werkure wat op so 'n nagskof gewerk word.

(B) Aan 'n werknemer wat op die basis van 'n skof van 3-7½ uur werk, moet 'n skoftoelae van 1½ uur se besoldiging op die skaal bepaal in artikel IV ontvang vir elke volle skof wat hy tussen Maandag en Vrydag werk.

VIII. BETALING VAN VERDIENSTE.

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

The bonus shall be calculated on the following basis:—

When the amount of work produced is $33\frac{1}{3}$ per cent in excess of the amount required for the ordinary rate of remuneration the following bonus will be paid:—

	Per 45 hour week. £ s. d.
Grade I, adult.....	1 15 0
Grade II, adult.....	1 13 9
Grade III, adult.....	1 12 6
Grade IV, adult.....	1 11 3
Grade V, adult.....	1 10 0
Grade VI, adult.....	1 8 9
Grade VII, adult.....	1 7 6
Grade VIII, adult.....	1 6 3
Grade IX, adult.....	1 5 0
Grade X, adult.....	0 12 6
Grade XI, adult.....	0 11 10½
Grade XII, adult.....	0 11 3
Grade XIII, adult.....	0 10 7½

And where the amount produced is less than $33\frac{1}{3}$ per cent in excess of the amount required a *pro rata* amount of the above bonus shall be paid.

For the ordinary purposes hereof calculations shall be affected on the basis of an ordinary working day.

Employees on grades III (a) and IV (a) and (b) shall be paid a bonus of 10 per cent after 6 months, 15 per cent after 9 months and 20 per cent of the rates laid down in section IV in addition to the ordinary rates of remuneration after 12 months' experience on the same operation and while working on that operation.

V. COST OF LIVING ALLOWANCE.

(A) A married male employee other than an employee on grades V to XIII, a factory clerk or a labourer, shall be paid a cost of living allowance at the rate of 1s. 9d. per week, for every 20 points which the retail price index figure exceeds 1,000 on the 1938 basis for Durban.

(B) A married male employee for whom the rate laid down in section IV exceeds £5. 15s. 5d. per week shall be paid a cost of living allowance at the rate of 10s. per month for every 20 points which the retail price index figure exceeds 1,000 on the 1938 basis for Durban.

(C) All other employees shall be entitled to and shall be paid a cost of living allowance of not less than the relative allowance prescribed in War Measure No. 43 of 1942, as amended from time to time.

(D) The allowance payable to an employee in respect of any week or month shall be reduced *pro rata* to any absence from work except as is provided for in sections XI and XII.

(E) The cost of living allowance under clauses (A) and (B) shall be calculated on the average retail price index figure for the preceding 12 months and shall apply to the month following publication of the index figures, provided that where the allowance payable in terms of these clauses is less than the allowance prescribed in War Measure No. 43 of 1942, as amended, or as may be amended from time to time, the War Measure Allowance shall be payable.

VI. OVERTIME.

(A) All hours in excess of the ordinary hours prescribed in section IX of this Agreement shall be deemed to be overtime.

(B) All overtime worked by all employees shall be paid for at the rate of one-third of his ordinary rate of remuneration in addition to the remuneration earned for the time so worked provided that if overtime on a daily basis differs from that on a weekly basis, the basis which is more favourable to an employee shall apply.

(C) A maintenance artisan shall be paid for all overtime at the rate of one-half of his ordinary rate of remuneration in addition to the remuneration earned for the time so worked provided that if overtime on a daily basis differs from that on a weekly basis, the basis which is more favourable to an employee shall apply.

VII. SHIFT ALLOWANCES.

(A) An employee, other than a commissionaire or patrol guard, who works on a night shift shall receive an additional remuneration of 15 per cent on his ordinary rate of remuneration in respect of the ordinary hours of work worked on such a night shift.

(B) An employee working on the 3-7½ hr. shift basis shall be paid a shift allowance of 1½ hours pay at the rate laid down in section IV for each full shift worked between Monday and Friday.

VIII. PAYMENT OF EARNINGS.

(A) 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.

(B) Aan die werknemer (uitgesonderd 'n los werknemer) moet ten opsigte van 'n week minstens die volle weekloon soos in artikel IV vir 'n werknemer van sy klas voorgeskryf, betaal word en geen ander bedrae as onderstaande mag afgetrek word nie:—

- (i) Premies kragtens artikel XIII van hierdie Ooreenkoms.
- (ii) Premies kragtens artikel XIV van hierdie Ooreenkoms.
- (iii) Premies kragtens artikel XVI van hierdie Ooreenkoms.
- (iv) Met die skriftelike toestemming van die werknemer aftrekkings vir vakverenigingledegelde.
- (v) Met die skriftelike toestemming van die werknemer aftrekkings vir die terugbetaling van lenings voorgeskiet uit die Bystandsfonds.
- (vi) Enige bedrag wat die werknemer kragtens enige Wet, Ordonnansie of regsgeding ten behoeve van 'n werknemer moet betaal.
- (vii) 'n Aftrekking van 'n bedrag in verhouding tot enige tydperk wat die werknemer uit werk afwesig is, met dien verstande dat—
 - (a) die werkgever vier-en-twintig uur kennis moet gee in die geval van korttyd veroorsaak deur tydelike slapte in die bedryf, of 'n tekort aan grondstowwe, of verskillende sluitings- en aanvangstye vir die jaarlikse vakansies;
 - (b) die werkgever een uur kennis moet gee in die geval van korttyd weens enige ander oorsaak;
- (viii) ten opsigte van enige publieke vakansiedag (uitgesonderd Nuwejaarsdag, Goeie-Vrydag, Geloftedag of Kersdag) waarop die werknemer nie toegelaat of daar nie van hom vereis word om te werk nie, die loon wat die werknemer sou ontvang het as hy op sodanige dag gewerk het.

(C) Van die maandelikse besoldiging van voormanne, opsigters en klerklike werknemers mag geen aftrekking vir korttyd of ten opsigte van enige publieke vakansiedag waarop die werknemer nie toegelaat is om te werk nie, gedoen word nie.

IX. WERKURE.

(A) Die gewone werkure van alle werknemers op die skof van 9 uur is 45 uur per week, uitgesonderd etenstye, vir 5 dae van die week van Maandag tot Vrydag en moet hoogstens 9 uur op 'n dag wees.

(B) Die gewone werkure van alle werknemers op die basis van 'n skof van 3-7½ uur, moet 42½ uur per week op die oggendskof of 37½ uur per week op die middag- en nagskofte wees, en moet hoogstens 7½ uur op 'n dag wees.

(C) Die gewone werkure van 'n hekswagter en patroleerwag is 8 uur per dag op 6 dae van die week, met dien verstande dat ander skofte waarvoor die noodsaaklikheid ontstaan, gewerk kan word maar hoogstens 48 uur met inbegrip van etenstye in een week en kan indien nodig 'n Sondag insluit.

(D) Die gewone werkure van werknemers in die ketel- en pomphuis is 45 uur per week en moet hoogstens 8 uur per dag op 5 dae van die week, en 5 uur op die oorblywende dag wees.

(E) Geen werknemer (uitgesonderd 'n hekswagter en patroleerwag en werknemers in die ketel- en pomphuis) mag vir 'n aaneenlopende tydperk van meer as 5 uur sonder 'n ononderbroke ruspoos van minstens een uur werk nie, met dien verstande dat vir die toepassing van hierdie klousule werktyle onderbreek deur 'n ruspoos van minder as een uur geag word aaneenlopend te wees.

(F) Die werkgever kan eis of toelaat dat 'n werknemer vir hoogstens 56 uur in 'n week werk, met dien verstande dat geen werkgever mag eis of toelaat dat 'n vroulike werknemer—

- (a) tussen 6-uur nm. en 6-uur vm. werk nie;
- (b) op meer as vyf dae in 'n week na 1-uur nm. werk nie;
- (c) op meer as drie agtereenvolgende dae oortyd werk nie;
- (d) op meer as sestig dae in 'n jaar oortyd werk nie;
- (e) vir meer as 1-uur op 'n dag na haar gewone werkure oortyd werk nie, tensy hy—
 - (i) sodanige werknemer voor middag daarvan in kennis gestel het; of
 - (ii) sodanige werknemer voor die begin van sodanige oortyd van 'n behoorlike maaltyd voorsien het; of
 - (iii) een sjieling en ses pennies aan sodanige werknemer betaal het, betyds om haar in staat te stel om 'n maaltyd te verkry voordat sodanige oortyd moet begin.

(G) Geen werknemer mag op enige dag meer as 10 uur, uitgesonderd etensonderbreking, werk nie.

(H) Behoudens soos bepaal in artikel IX (D) en artikel X, is alle werkure aaneenlopend.

X. RUSPOSE.

(A) Op die skof van 9 uur moet ruspose van 10 minute elk waarin geen werk verrig mag word nie, so na moontlik aan die middel van elke halwe skof aan elke werknemer toegestaan word, en vir die doel van berekening van besoldiging word sodanige ruspoos as deel van die gewone werkure gereken.

(B) Op die skof van 7½ uur moet een ruspoos van 10 minute waarin geen werk verrig mag word nie aan elke bediener toegestaan word, en vir die doel van berekening van besoldiging word sodanige ruspoos as deel van die gewone werkure gereken.

(C) By elke ruspoos moet daar aan elke werknemer wat by die fabriek werk, kosteloos 'n koppie tee verskaf word.

(B) The employee, other than a casual employee, shall be paid in respect of a week not less than the full weekly wage prescribed in section IV for an employee of his class and no deduction shall be made other than the following:—

- (i) Premiums in terms of section XIII of this Agreement.
- (ii) Premiums in terms of section XIV of this Agreement.
- (iii) Premiums in terms of section XVI of this Agreement.
- (iv) With the written consent of the employee, deductions for trade union subscriptions.
- (v) With the written consent of the employee, deductions in repayment of loans advanced from the Benevolent Fund.
- (vi) Any amount paid by the employer, compelled by any law, ordinance or legal process to make on behalf of an employee.
- (vii) Of an amount proportionate to any period when the employee is not at work, provided that—
 - (a) the employer shall give twenty-four 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 for the annual holidays;
 - (b) the employer shall give one hour's notice in the case of short time arising from any other cause.
- (viii) In respect of any public holiday other than New Year's Day, Good Friday, Day of the Covenant, or Christmas Day, upon which the employee is not permitted or required to work, of the wage the employee would have received had he worked on such day.

(C) No deduction shall be made from the monthly remuneration of foremen, supervisors and clerical workers for short time or in respect of any public holiday upon which the employee is not permitted to work.

IX. HOURS OF WORK.

(A) The ordinary hours of work of all employees on the 9-hour shift shall be 45 per week, excluding meal times for five days of the week from Monday to Friday, and shall not exceed 9 hours on any one day.

(B) The ordinary hours of work of all employees on the 3—7½-hour shift basis shall be 42½ hours per week on the morning shift or 37½ hours per week on the afternoon and night shifts and shall not exceed 7½ hours on any one day.

(C) The ordinary hours of work of a commissionaire and patrol guard shall be 8 hours per day for 6 days per week; provided that such other shifts may be worked as necessity arises but not exceeding 48 hours, including meal times, in any one week, and shall include a Sunday as required.

(D) The ordinary hours of work of employees in the boiler and pumphouse shall be 45 hours per week and shall not exceed eight hours per day on five days a week and five hours on the remaining day.

(E) No employee, other than a commissionaire and patrol guard and employees in the boiler and pumphouse, shall work for a continuous period of more than five hours without an uninterrupted interval of at least one hour, provided that for the purposes of this clause periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(F) The employer may require or permit an employee to work for not more than 56 hours in any one week, provided that no employer shall require or permit a female employee—

- (a) to work between 6 o'clock p.m. and 6 o'clock a.m.;
- (b) to work after 1 o'clock p.m. on more than five days in any week;
- (c) to work overtime on more than three consecutive days;
- (d) to work overtime on more than sixty days in any year;
- (e) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—
 - (i) before midday given notice thereof to such employee; or
 - (ii) provided such employee with an adequate meal before the commencement of such overtime; or
 - (iii) paid to such employee one shilling and sixpence in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(G) No employee shall work for more than 10 hours, excluding meal break, in any one day.

(H) Save as is provided in section IX (D) and section X, all hours of work shall be consecutive.

X. REST PERIODS.

(A) On the 9-hour shift rest intervals of 10 minutes each, during which no work shall be performed shall be allowed to each employee at as nearly as practicable in the middle of each half shift, and such interval shall, for the purpose of calculating remuneration, be reckoned as part of the ordinary hours of work.

(B) On the 7½-hour shift, one rest interval of 10 minutes during which no work shall be performed shall be allowed to each operator, and such interval shall, for the purpose of calculating remuneration, be reckoned as part of the ordinary hours of work.

(C) Employees on duty at the factory will be provided with a cup of tea at each rest interval, free of charge.

XI. JAARLIKSE VERLOF.

(A) Die fabriek moet vir 'n tydperk van drie weke, wat strek oor Gelofte-dag, Kersdag en Nuwejaarsdag, sluit.

(B) Die werkgewer moet vir elke volle maand diens gedurende die kalenderjaar een dag se besoldiging betaal.

(C) Na die voltooiing van twaalf maande diens en binne twee maande na die voltooiing van die betrokke jaar diens kan verlof toegestaan word aan werknemers in die klerklike, ingenieurs-, kantien-, voorraad- en terreinafdeling, en vir elke volle maand diens gedurende die vorige jaar moet daar aan sulke werknemers 'n dag verlof met volle besoldiging toegestaan word.

(D) Na die voltooiing van twaalf maande aaneenlopende diens en binne twee maande na die voltooiing van die betrokke jaar diens moet daar aan onderhoudsambagsmanne drie weke aaneenlopende verlof teen volle betaling toegestaan word.

(E) 'n Werknemer wat voor die voltooiing van een jaar diens die maatskappy se diens verlaat, moet by beëindiging van sodanige diens vakansiebesoldiging ontvang teen een-sesde van die weeklikse loon vir elke volle maand diens gedurende daardie jaar.

(F) 'n Onderhoudsambagsman wat voor die voltooiing van een jaar diens die maatskappy se diens verlaat, moet by beëindiging van sodanige diens een-kwart van die weeklikse loon ontvang vir elke volle maand volle diens gedurende daardie jaar.

(G) As Gelofte-dag, Kersdag, Nuwejaarsdag of Goeie-Vrydag binne die verloftydperk val, soos omskryf in klousules (C), (D), (E) en (F), moet sodanige dag as 'n verdere tydperk van verlof met volle besoldiging aan genoemde tydperk toegevoeg word; met dien verstande dat in die geval van die werknemer wat vyf dae in die week werk, waar sodanige vakansiedag op die sesde dag van die week val, die bepaling van hierdie klousule nie van toepassing is nie.

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

(I) Die skaal van besoldiging vir jaarlikse verlof is die skaal wat die werknemer onmiddellik voor die tydperk van sodanige verlof ontvang het, en in die geval van werknemers in grade I tot XIII, die gemiddelde skaal van besoldiging.

(J) Die tydperk van sodanige verlof mag nie saamval met enige tydperk waarin die werknemer onder diensopsegging staan, of verplig is om die vredesopleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan nie.

(K) Vir die toepassing van hierdie klousule word „diens” geag in te sluit enige tydperk of tydperke wanneer 'n werknemer—

- (i) met verlof kragtens artikel XI afwesig is;
 - (ii) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
 - (iii) in opdrag of op versoek van sy werkgewer uit sy werk afwesig is;
 - (iv) met siekteverlof kragtens artikel XIII afwesig is;
 - (v) weens besering op diens afwesig is;
- en dit mag gesamentlik hoogstens 10 weke in enige jaar bedra.

(L) Werknemers wat kragtens artikel XIII of as gevolg van besering op diens afwesig is gedurende die tydperk wanneer die fabriek gesluit is en wat tot jaarlikse verlof gedurende hierdie tydperk geregtig is, moet hul jaarlikse verlof binne twee maande na hul terugkeer tot werk neem.

XII. PUBLIEKE VAKANSIEDAE EN SONDAE.

(A) *Publieke vakansiedae.*—'n Werknemer is geregtig tot verlof met volle besoldiging op Nuwejaarsdag, Goeie-Vrydag, Gelofte-dag en Kersdag, en sodanige verlof moet aan hom toegestaan word; met dien verstande dat van 'n werknemer vereis kan word om op sodanige dag te werk; verder met dien verstande dat in die geval van 'n werknemer wat vyf dae in die week werk en sodanige vakansiedag op die sesde dag van die week val, die bepalings van hierdie klousule nie van toepassing is nie.

(B) As van 'n werknemer vereis word om op enige van genoemde publieke vakansiedae te werk, moet aan hom vir die hele tydperk wat op sodanige dag gewerk word minstens sy gewone skaal van besoldiging betaal word bo en behalwe die besoldiging waartoe hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(C) Aan 'n werknemer (uitgesonderd 'n hekwagter of patroleerwag) wat op Sondag werk, moet minstens die volgende betaal word:—

- (i) Dubbel die besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of
- (ii) een en een-derde maal sy gewone skaal van besoldiging vir die totale tydperk op sodanige Sondag gewerk en daarbenewens moet aan hom binne sewe dae een dag vakansie toegestaan word en vir sodanige vakansiedag minstens sy gewone skaal van besoldiging betaal word asof hy op sodanige vakansiedag sy gewone werkkure vir daardie weekdag gewerk het; met dien verstande dat die voorgaande nie van toepassing is nie op 'n ambagsman wat onderhouds-en/of dringende herstelwerk verrig; in so 'n geval moet sodanige werknemer dubbel betaal word vir die ure wat hy werk en mag hy nooit minder as dubbel die besoldiging vir drie uur ontvang nie;
- (iii) behoudens die bepalings van (i) en (ii) hiervan moet aan 'n werknemer, waar die werkgewer 'n werk verskaf het om sodanige werknemer vir die ure van 'n normale skof besig te hou, en waar 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 betaal word.

XI. ANNUAL LEAVE.

(A) The works shall close down for a period of three weeks extending over Day of the Covenant, Christmas Day, and New Year's Day.

(B) The employer shall pay one day's pay for every completed month of service during the calendar year.

(C) Employees in the clerical, engineering, canteen, stores and site sections may be granted leave after the completion of 12 months' service and within two months of completion of the year of employment to which it relates and shall be granted one day's leave on full pay for each completed month of service during the preceding year.

(D) Maintenance artisans shall be granted three weeks' consecutive leave on full pay after the completion of 12 months' consecutive service and within two months of the completion of the year to which it relates.

(E) An employee who leaves the service of the Company before the completion of the year's service, shall upon the termination of such employment be paid holiday pay at the rate of $\frac{1}{4}$ th of the weekly wage for each completed month of service during that year.

(F) A maintenance artisan who leaves the service of the Company before the completion of the year's service shall upon the termination of such employment be paid $\frac{1}{4}$ of the weekly wage for each completed month of service during that year.

(G) If Day of the Covenant, Christmas Day, New Year's Day, or Good Friday falls within the period of leave as defined in clauses (C), (D), (E) and (F) such day shall be added to the said period as a further period of leave on pay, provided that in the case of the employee who works a five-day week, where such holiday falls on the sixth day of the week, the provision of this clause shall not apply.

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

(I) The rate of remuneration for annual leave shall be the rate of pay which the employee was receiving immediately prior to the period of such leave, and in the case of employees on grades I to XIII shall be the average rate of remuneration.

(J) The period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment or is undergoing peace training under the South Africa Defence Act, 1912.

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

- (i) absent on leave in terms of section XI;
- (ii) required to undergo training under the South Africa Defence Act, 1912;
- (iii) absent from work on the instructions or at the request of his employer;
- (iv) absent on sick leave in terms of section XIII;
- (v) absent due to injury on duty;

amounting in the aggregate to not more than 10 weeks in any one year.

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

XII. PUBLIC HOLIDAYS AND SUNDAYS.

(A) *Public Holidays.*—An employee shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Day of the Covenant, and Christmas Day; provided that an employee may be required to work on any such day; provided further 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 clause shall not apply.

(B) An employee required to work on any of the said public holidays 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.

(C) An employee, other than a commissioner or patrol guard, who works on a Sunday shall be paid not less than—

- (i) double the remuneration payable in respect of the period ordinarily worked by him on a week day; or
- (ii) one and one-third his ordinary rate of remuneration for the total period worked on such Sunday and be granted one day's holiday within seven days and be paid for such holiday at not less than his ordinary rate of remuneration as if he had on such holiday worked his ordinary working hours for that day of the week; provided that the foregoing shall not apply to an artisan engaged on maintenance and/or urgent repairs, when such employees shall be paid at double time for the hours worked and shall in no case receive less than three hours' pay at double time;
- (iii) notwithstanding the provisions of (i) and (ii) hereof, where the employer provided work to occupy the employee for the hours of normal shift and such employee fails or refuses to work the full period required of him, such employee shall only receive double time for the period actually worked.

(D) Benewens bogenoemde vakansiedae kan die fabriek na goeddunke van die werkgewer op Paasmaandag, die tweede Maandag in Julie, en Krugerdag—10 Oktober—sluit, maar daar word nie vir sulke vakansiedae betaal nie (behalwe wat betref lewenskostetoelae ooreenkomstig artikel V), en hierdie vakansiedae is nie van toepassing op ingenieursambagsmanne nie.

XIII. SIEKTEVERLOF.

(A) 'n Werkgewer moet aan sy werknemer wat 'n maand lank by hom gewerk het en wat weens siekte of ongeval wat nie deur sy eie wangedrag veroorsaak is nie, uit die werk afwesig is (uitgesonderd 'n ongeval wat kragtens die Ongevallewet, 1941, vergoedbaar is)—

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

siekteverlof toestaan gedurende enige jaar diens by hom en moet aan hom 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 werkgewer kan eis dat die werknemer 'n sertifikaat wat deur 'n geregistreerde mediese praktisyn onderteken is, moet toon, waarop die aard en die duur van die werknemer se siekte aangedui word ten opsigte van elke tydperk waarvoor besoldiging geëis word; en verder met dien verstande dat waar 'n ophopende siekteverlofskema ingestel volgens ooreenkoms tussen die werkgewer en die vakvereniging ingestel is, waartoe die werknemer hoogstens die bedrag kan bydra wat deur die werkgewer 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, die bepalinge van hierdie klousule nie van toepassing is nie.

(B) Vir die toepassing van hierdie klousule, het die uitdrukking „diens” dieselfde betekenis as in artikel XI (K).

XIV. MEDIESE BYSTAND.

Alle werknemers wat vir die „Natal Industries Medical Aid Society” aanneemlik is, moet lid word en die vereiste premie betaal en is aan die reglement van die skema onderworpe.

XV. BONUSSE VIR LANG DIENS.

(A) Die werkgewer moet 'n bonus vir lang diens aan elkeen van sy werknemers in onderstaande grade wat geen ander toelae vir lang diens ontvang nie, gee nadat hulle 'n volle jaar diens voltooi het, op onderstaande basis:—

	Werknemers in grade I-IV (ploegbase opsigters en ambagsmanne).	Werknemers in grade V-IX.	Werknemers in grade X-XIII en arbeiders.
	Per week.	Per jaar.	Per week.
(i) 5 jaar diens en meer.....	5s.	£13	3s. 9d. 2s. 6d.
(ii) 10 jaar diens en meer.....	10s.	£26	7s. 6d. 5s. 0d.
(iii) 15 jaar diens en meer.....	15s.	£39	11s. 3d. 7s. 6d.
(iv) 20 jaar diens en meer.....	20s.	£52	15s. 0d. 10s. 0d.

(B) Die werknemer moet weekliks met die bonus gekrediteer word [met dien verstande dat die bedrag *pro rata* verminder word vir afwesigheid uit die werk uitgesonderd soos bepaal in artikels XI, XII (vakansiedae), XIII (siekteverlof), en vir korttyd wanneer van die werknemer nie vereis word om te werk nie] en dit moet aan hom betaal word wanneer hy sy jaarlikse verlof neem.

(C) Nadat 'n arbeider of 'n werknemer in grade X tot XIII vyf jaar ononderbroke diens gelewer het, moet die werkgewer hom 'n bedrag betaal wat gelyk is aan enige persoonlike belasting wat die werknemer kragtens Wet No. 41 van 1925 moet betaal.

(D) Werknemers in grade X tot XIII en arbeiders moet toegelaat word om in enige jaar vir 'n tydperk van tot drie maande lank afwesig te wees, waartoe magtiging skriftelik deur die werkgewers verleen moet word, en hierdie tydperk moet nie in ag geneem word wanneer ononderbroke diens bereken word nie.

(E) Werknemers wat een of meer jaar diens voltooi het, moet vir enige vakansie wat ooreenkomstig artikel XII (D) geneem word, betaal word.

XVI. PENSIOENSKEMA.

Alle werknemers wat kragtens die reglement van die „Dunlop South Africa, Limited,” se werknemerspensioenfonds aanneemlik is, moet lid word en 5 persent van hul salaris of loon bydra, waarby die maatskappy 'n gelyke bedrag sal voeg, en alle lede is aan die reglement van die skema onderworpe.

XVII. VERSEKERING VAN LONE INGEVAL VAN BRAND.

Die werkgewer moet by 'n geregistreerde versekeringsmaatskappy 'n polis neem wat voorsiening maak vir die betaling van die bedrag van een week se loon soos bepaal in artikel IV aan alle werknemers van die werkgewer, wat weens brand sonder werk raak; met dien verstande dat as hulle vir 'n tydperk van minder as een week sonder werk is, 'n *pro rata* bedrag betaal kan word.

(D) In addition to the above holidays, the works may close at the discretion of the employer on Easter Monday, second Monday in July, and Kruger Day—10th October, but such holidays shall be unpaid (except for cost of living allowance in terms of section V) and these holidays shall not apply to engineering artisans.

XIII. SICK LEAVE.

(A) 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 compensatable under the Workmen's Compensation Act, 1941—

- (i) in the case of an employee who works a six day week, twelve work days; and
- (ii) in the case of an employee who works a five day week, ten work 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 the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and the duration of the employee's illness in respect of each period of absence for which payment is claimed; and further provided that where an accumulative sick leave scheme is established by agreement between the employer and the trade union and to which the employee may contribute not more than the amount contributed by the employer in respect of each of his employees which entitles the employee to receive in the aggregate benefits substantially not less favourable to the employee than the above provisions, the terms of this clause shall not apply.

(B) For the purpose of this clause, the expression “employment” shall have the same meaning as in section XI (K).

XIV. MEDICAL BENEFITS.

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

XV. LONG SERVICE BENEFITS.

(A) The employer shall give a long service bonus to each of its employees not in receipt of any other long service allowance in the undermentioned grades upon completion of a full year's service, on the following basis:—

	Employees in Grades I-IV (chargehands, supervisors and artisans).	Employees in Grades V-IX.	Employees in Grades X-XIII and labourers.
	Per week.	Per annum.	Per week.
(i) 5 years service and over.....	5s.	£13	3s. 9d. 2s. 6d.
(ii) 10 years service and over.....	10s.	£26	7s. 6d. 5s. 0d.
(iii) 15 years service and over.....	15s.	£39	11s. 3d. 7s. 6d.
(iv) 20 years service and over.....	20s.	£52	15s. 0d. 10s. 0d.

(B) The bonus shall be credited to the employee weekly, provided that the amount shall be reduced *pro rata* for any absence from work except as is provided for in sections XI, XII (Holidays), XIII (Sick Leave), and short time when employee is not required to work and shall be paid when taking annual leave.

(C) The employer shall pay a sum equivalent to any poll tax payable by a labourer or an employee on grades X to XIII in terms of Act No. 41 of 1925 after the completion by the employee of five years' unbroken service.

(D) Employees in grades X to XIII and labourers shall be allowed a period of absence up to three months, authorised by the employers in writing, in any one year, which shall not be reckoned in calculating unbroken service.

(E) Employees who have completed one or more years' service shall be paid for any holidays taken in terms of section XII (D).

XVI. PENSION SCHEMES.

All employees who are eligible under the rules of the Dunlop South Africa, Limited Employees Pension Fund shall become members and shall contribute 5 per cent of their salary or wage to which the Company will add a like amount, and all members shall be subject to the rules and regulations governing the scheme.

XVII. INSURANCE OF WAGES IN CASE OF FIRE.

The employer shall take out a policy of insurance with a registered insurance company which shall provide for payment to be made to all employees of the employer who are deprived of work through fire the amount of one week's wages, as laid down in section IV, provided that, should the stoppage be for a period of less than one week, a *pro rata* amount may be paid.

XVIII. OORPAKKE EN BESKERMENDE KLERE.

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

XIX. VERBOD OP INDIENSNEEMING VAN ENIGE PERSOON ONDER DIE OUDERDOM VAN 15 JAAR.

'n Werkgever mag geen persoon onder die ouderdom van 15 jaar in diens neem nie.

XX. GETALVERHOUDING.

(A) 'n Werkgever moet 'n gekwalifiseerde klerklike werknemer of fabrieksklerk in diens hê voordat hy 'n ongekwalifiseerde klerklike werknemer of fabrieksklerk in diens kan neem en hy moet minstens een gekwalifiseerde manlike klerklike werknemer of fabrieksklerk in diens hê vir elke ongekwalifiseerde manlike klerklike werknemer of fabrieksklerk en een gekwalifiseerde vroulike klerklike werknemer vir onderskeidelik elke twee of gedeelte van twee ongekwalifiseerde vroulike klerklike werknemers in sy diens.

(B) 'n Ongekwalifiseerde klerklike werknemer of fabrieksklerk wat minstens die loon ontvang soos in artikel IV voorgeskryf vir onderskeidelik 'n gekwalifiseerde klerklike werknemer of fabrieksklerk, kan na gelang van die geval geag word 'n gekwalifiseerde klerklike werknemer of 'n gekwalifiseerde fabrieksklerk te wees.

XXI. VAKVERENIGING.

(A) 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 „Durban Rubber Industrial Union” voer.

(B) Die werkgever moet van die lone of salarisse van werknemers die bedrag aan ledegelede aan die „Durban Rubber Industrial Union” betaalbaar aftrek en die bedrag wat elke maand ingevorder per tjek aan die sekretaris van die vakvereniging betaal.

(C) Die werkgever moet aan elkeen van sy werknemers wat in die Raad dien alle geleentheid verskaf om sy pligte in verband met die Raad na te kom.

XXII. BEÏNDIGING VAN DIENSKONTRAK.

(A) Behoudens—

(i) die reg van 'n werkgever of werknemer om 'n dienskontrak sonder kennisgewing te beëindig om enige goeie rede wat by wet as voldoende erken word; of

(ii) die bepalinge van enige skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n kennisgewingstermyn wat vir albei ewe lank en langer as 'n week is;

moet 'n werkgever en sy werknemer (uitgesonderd 'n los werknemer) gedurende die eerste maand diens minstens vier-en-twintig uur en daarna minstens een week kennis van sy voorneme om die dienskontrak te beëindig, gee.

(B) Ingeval 'n werkgever of werknemer nalaat om 'n dienskontrak op te sê, soos in subartikel (A) hiervan bepaal word, moet hy onderskeidelik—

(i) in die geval van 'n werknemer wat nie meer as een maand diens by die betrokke werkgever voltooi het nie, as hy ses dae in die week werk, een-sesde van die weeklikse loon, en as hy vyf dae in die week werk, een-vyfde van die weeklikse loon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het, betaal of verbeur;

(ii) in die geval van 'n werknemer wat meer as een maand diens by die betrokke werkgever voltooi het, die weeklikse loon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het, betaal of verbeur.

(C) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is die werkgever, as die geld wat hy by wyse van loon aan die werknemer skuld, onvoldoende is om die volle verbeurde bedrag waarvan in subartikel (B) van hierdie artikel melding gemaak word, te dek, daartoe 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 aan die oloop was, terug te hou. Vir die toepassing van hierdie subartikel moet enige betaling wat ooreenkomstig subklousules (E) en (F) van artikel XI van hierdie Ooreenkoms aan 'n werknemer verskuldig mag wees, ook beskou word as 'n voordeel wat ooploop.

(D) As 'n ooreenkoms kragtens die bepalinge van subartikel (A) (ii) van hierdie artikel gesluit word, moet die betaling of verbeuring in plaas van diensopsegging in verhouding wees tot die tydperk van diensopsegging soos ooreengekom.

(E) Die kennis wat in subklousule (A) genoem word, loop van die dag af waarop dit gegee is; met dien verstande dat die kennisgewingstermyn nie mag saamval met en dat kennis nie gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof kragtens artikel XI of siekteverlof kragtens artikel XIII nie.

XVIII. 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 his employee to wear or which by any law or regulation he may be compelled to provide for his employees.

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

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

XX. PROPORTION OR RATIO.

(A) The employer shall employ a qualified clerical employee or factory clerk before he may employ an unqualified clerical employee or factory clerk, and he shall employ not less than one qualified male clerical employee or factory clerk for each unqualified male clerical employee or factory clerk and one qualified female clerical employee for every two or part of two unqualified female clerical employees, respectively, employed by him.

(B) An unqualified clerical employee or factory clerk who receives not less than the wage prescribed in section IV for a qualified clerical employee or factory clerk, respectively, may be deemed to be a qualified clerical employee or a qualified factory clerk, as the case may be.

XXI. TRADE UNION.

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

(B) The employer shall deduct from the wages or salary of employees the amount of the subscriptions payable to the Durban Rubber Industrial Union and shall pay over by cheque to the Secretary of the Union the amount collected each month.

(C) The employer shall give to any of his employees who are on the Council every facility to attend to their duties in connection with the Council.

XXII. TERMINATION OF CONTRACT OF SERVICE.

(A) Subject to—

(i) the right of an employer or employee to terminate a contract of employment without notice for any good cause recognised by law as sufficient; or

(ii) the provisions of any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;

an employer and his employee, other than a casual employee, shall give not less than twenty-four hours' notice during the first month of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment.

(B) In the event of an employer or an employee failing to give notice as provided for in sub-section (A) hereof, he shall pay or forfeit, respectively—

(i) in the case of an employee who has not completed more than one month's employment with the employer in question, 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;

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

(C) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-section (B) of this section, 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 sub-section any payment which may be due to an employee in terms of sub-clauses (E) and (F) of section XI of this Agreement shall also be regarded as a benefit in the process of accrual.

(D) When an agreement is entered into in terms of sub-section (A) (ii) of this section the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(E) The notice referred to in sub-clause (A) shall take effect from the day on which it is given; provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of section XI or sick leave in terms of section XIII.

XXIII. VRYSTELLINGS.

(A) Die Raad kan van enigeen van die bepalings van hierdie Ooreenkoms vrystelling verleen aan- of ten opsigte van enige persoon.

(B) Die Raad stel die voorwaardes waarop vrystelling verleen word vas en ook die tydperk waarvoor sodanige vrystelling van krag bly; met dien verstande dat die Raad na sewe dae kennisgewing aan die betrokke persoon enige vrystelling kan herroep hetsy die tydperk waarvoor vrystelling verleen is, verloop het of nie.

XXIV. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en kan vir die leiding van die werkgever en werknemers menings uitspreek wat nie met die bepalings strydig is nie.

Aangesien die werkgever en die vakvereniging die Ooreenkoms soos hierin uiteengesit gesluit het, verklaar ondergetekende gemagtigde ampsdraers van die Raad hierby dat die voorgaande die Ooreenkoms soos gesluit is en bevestig dit met hul handtekenings.

Die Nywerheidsraad vir die Rubbertywerheid (Durban).

A. R. HENDRY, *Voorsitter.*

J. V. MUSSELL, *Ondervoorsitter.*

R. D. BARKER, *Sekretaris.*

Durban, 5 Januarie 1953.

★ No. 1641.] [31 Julie 1953.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

NYWERHEID VIR DIE VERVAARDIGING VAN RUBBERGOEDERE.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Nywerheid vir die Vervaardiging van Rubbergoedere, gepubliseer by Goewermentskennisgewing No. 1640 van 31 Julie 1953, nie vir die persone wie se werksure daarby gereël word minder gunstig is as die ooreenstemmende bepalings van genoemde Wet nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

XXIII. EXEMPTIONS.

(A) The Council may grant exemptions from any of the provisions of this Agreement to or in respect of any person.

(B) The Council shall fix the conditions subject to which exemption is granted and the period during which such exemption shall operate, provided that the Council may, after seven days' notice has been given to the person concerned, withdraw any exemption whether or not the period for which exemption has been granted has expired.

XXIV. ADMINISTRATION OF THE AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement, and it may issue expressions of opinion not inconsistent with its provisions for the guidance of the employer and the employees.

The employer and the trade union having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the foregoing is the Agreement arrived at, and affix their signatures hereto.

The Durban Rubber Industrial Council.

A. R. HENDRY, *Chairman.*

J. V. MUSSELL, *Vice-Chairman.*

R. D. BARKER, *Secretary.*

5th January, 1953.

★ No. 1641.] [31 July 1953.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

RUBBER MANUFACTURING INDUSTRY.

I, PAUL OLIVER SAUER, Acting Minister of Labour, hereby, in terms of sub-section (1) of section *twenty-two* 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 No. 1640 of the 31st July, 1953, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

P. O. SAUER,
Acting Minister of Labour.

Wette van die Unie van Suid-Afrika, 1951

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Statutes of the Union of South Africa, 1951

PUBLISHED BY AUTHORITY

With Table of Alphabetical Contents and Tables of Laws, etc.,
Repealed and Amended by these Statutes

Half-bound in Law Calf, £1. 7s. 6d. per copy (English and Afrikaans in one volume)

OBTAINABLE FROM THE GOVERNMENT PRINTER, PRETORIA AND CAPE TOWN