

Republic of South Africa

Republiek van Suid-Afrika



Government Gazette

Buitengewone Extraordinary Staatskoerant

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

Price 10c Prys

Overseas 15c Oorsee

POST FREE — POSVRY

VOL. X.]

PRETORIA, 4 OCTOBER 1963.
4 OKTOBER 1963.

[No. 623.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1542.] [4 October 1963.
INDUSTRIAL CONCILIATION ACT, 1956.

RUBBER MANUFACTURING INDUSTRY.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Rubber Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employer 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 paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (A), 1 (B), 2, 8 (B) (iv) and 20 (A) and (B), shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the area occupied by Dunlop South Africa, Ltd., in the Magisterial District of Durban; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the area occupied by Dunlop South Africa, Ltd., in the Magisterial District of Durban and from the second Monday after the date of this notice and for the period ending three years from the said second Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (A), 1 (B), 2, 8 (B) (iii), 8 (B) (iv), 14 and 20, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

A—4482279

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1542.] [4 Oktober 1963.
WET OP NYWERHEIDSVERSOENING, 1956.

RUBBERNYWERHEID.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Rubbernywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesondert dié vervat in klousules 1 (A), 1 (B), 2, 8 (B) (iv) en 20 (A) en (B), vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkewers 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 paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesondert dié vervat in klousules 1 (A), 1 (B), 2, 8 (B) (iii), 8 (B) (iv), 14 en 20, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, in die gebied geokkupeer deur Dunlop South Africa, Ltd., in die landdrosdistrik Durban, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

1—623

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE DURBAN RUBBER INDUSTRY.

AGREEMENT

entered into in accordance with the provision of the Industrial Conciliation Act, 1956 (as amended), by and between

Dunlop South Africa Limited

(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 the parties to the Durban Rubber Industrial Council to replace the Agreement entered into between the parties, published under Government Notice No. 648 of 6th May, 1960.

1. 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) The Agreement shall not apply to foremen and female employees.

2. 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.

3. DEFINITIONS.

(A) Any expressions 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 further, unless inconsistent with the text—

"Act" means the Industrial Conciliation Act, 1956;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition, the expression "skilled 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 two (7) or section seven (3) of the Training of Artisans Act, 1951;

"Assistant Chief Induna" means an employee who is wholly engaged in assisting the Induna in the proper performance of his duties;

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

"boiler and pump-house attendant" means an employee who supervises the boiler and service plant;

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

"Chief Induna" means an employee who, under the control of the Personnel Manager is responsible for the maintenance of the general discipline of gate guards, site guards and employees in grades XII to XVII;

"commissionnaire" means an employee who is wholly in charge of the main gate by day or by night and who holds a First Aid Certificate issued by the Red Cross Society, St. John Ambulance Association or Noodhulpliga;

"Council" means the Durban Rubber Industrial Council;

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

"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 time 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;

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

BYLAE.

NYWERHEIDSRAAD VIR DIE DURBANE RUBBER-NYWERHEID.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956 (soos gewysig), aangegaan deur en tussen

Dunlop South Africa Limited

(hieronder "die werkewer" genoem), aan die een kant, en die Durban Rubber Industrial Union

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

wat die partye is by die Nywerheidsraad vir die Durbanse Rubbernywerheid, om die Ooreenkoms wat tussen die partye gesluit en by Goewermentskennisgewing No. 648 van 6 Mei 1960, gepubliseer is, te vervang.

1. TOEPASSINGSBESTEK.

(A) Die werkewer en al die werknemers wat in die Nywerheid werkzaam is, wat lede van die vakvereniging is en vir wie lone in hierdie Ooreenkoms voorgeskryf word, moet die bepalings van hierdie Ooreenkoms nakom.

(B) Die Ooreenkoms is van toepassing op die gebied wat tans deur die werkewer geokkuper word en in die landdrostdistrik Durban geleë is.

(C) Die Ooreenkoms is nie op voormanne en vroulike werknemers van toepassing nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

(B) Die partye kan met wedersydse instemming en in behoorlike vorm die bepalings van hierdie Ooreenkoms van tyd tot tyd wysis deur aanvullingsooreenkoms wat saam met hierdie Ooreenkoms vir dié tydperke waartoe besluit mag word, van krag moet wees.

3. WOORDOMSKRYWINGS.

(A) Alle uitdrukings wat in hierdie Ooreenkoms geset is in die Wet omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n Wet melding gemaak word, ook alle wysings van sodanige Wet bedoel en voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoold ambagsman verrig word en by die toepassing van hierdie woordomskrywing beteken die uitdrukking "geskoold ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te gewees het, of wat in besit is van 'n vaardigheidsertifikaat wat die Registrateur van Vakleerlinge ingevolge artikel twee (7) of artikel sewe (3) van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik het;

"assistent-hoofindoena" 'n werknemer wat uitsluitlik die indoena by die behoorlike verrigting van sy werk behulpsaam is;

"liefdadigheidsfonds" 'n fonds wat deur die werknemers vir doeleindes van liefdadigheid gestig is en beheer word;

"ketel- en pomphuisbediener" 'n werknemer wat toesig hou oor die stoomketel- en diensiinstallasie;

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

"hoofindoena" 'n werknemer wat onder die toesig van die personeel-bestuurder daarvoer verantwoordelik is dat die algemene dissipline van hekwaite, terreinwagte en werknemers in grade XII tot XVII gehandhaaf word;

"portier" 'n werknemer wat bedags of snags uitsluitlik verantwoordelik is vir die hoofhek en wat in besit is van 'n eerstehulpertifikaat, uitgereik deur die Rooikruisvereniging, die St. John Ambulansvereniging of die Noodhulpliga;

"Raad" die Nywerheidsraad vir die Durbanse Rubbernywerheid;

"dag" die tydperk van vier-en-twintig uur bereken vanaf die tyd waarop die werknemer begin werk;

"fabrieksklerk" 'n werknemer wat onder dié toesig van 'n superintendent of voorman een of meer van die volgende werksaamhede verrig:

(a) Op die spanstate aantekening hou van die tyd en produksie en in die algemeen in die fabriek met klerklike werk help;

(b) bestellings bymekarmaak en nagaan en versendingsbewyse en vragbriewe uitskryf;

(c) inkomende goedere nagaan en ontvangbewyse uitskryf;

"voorman" 'n werknemer verantwoordelik vir die werknemers in 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en daarvoer verantwoordelik is dat hulle hul werk doeltreffend verrig;

"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;

"gate guard" means an employee engaged in guarding the entrances to the factory by day or by night under the supervision of the commissioner;

"grade I employee" means an employee employed as a fabric calender machine operator;

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

- (a) Tread Extruding machine operator;
- (b) Tube Extruding machine operator;

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

- (a) Pump-house, refrigeration and boiler attendant;
- (b) tube pot-changer;
- (c) final viewing of aero covers.

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

- (a) Tester in mill room;
- (b) lorry driver;
- (c) receiving clerk in charge of traffic;
- (d) building aero covers;
- (e) final viewing of products, other than tubes and aero;
- (f) table operator on belt making;
- (g) strip calender machine operator;
- (h) autoclave curing board operator;
- (i) handyman;
- (j) inspect and repair aero covers;

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

- (a) Profile calender machine operator;
- (b) operator on belt press;
- (c) factory clerk;
- (d) assistant storeman;

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

- (a) Bias cutting machine operator;
- (b) make up and repair steam fittings;

"grade VII employee" means an employee employed as a fabric calender machine assistant;

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

- (a) Building giant covers, other than aero, tractor or light truck covers;
- (b) viewing car and giant covers after finishing;
- (c) senior control operator in component stores;

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

- (a) Press moulding covers, other than wheel-barrow and cycle covers;
- (b) building covers on NRM machines;
- (c) final viewing of motor tubes;
- (d) curing operator on steam kettles;
- (e) curing operator—30 G presses;

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

- (a) Building covers other than giant, aero, NRM or cycle covers;
- (b) former setter on NRM machines;
- (c) weighing out mother-stocks and accelerators for compounds;

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

- (a) Viewing uncured covers in making section;
- (b) viewing cured car and truck covers in moulding section;
- (c) former setter, other than NRM machines;
- (d) change moulds on cycle covers presses;
- (e) ticket or label writer;

"grade XII employee" means an employee employed as a chief induna;

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

- (a) Assistant induna;
- (b) section leader;

"spanseksieleier" 'n werknemer wat, terwyl hy die werk verrig wat op sy werkgraad van toepassing is, toesig hou oor die werk van minstens VIER werknemers in klasse werk wat in of laer as sy werkgraad ingelys word;

"hekweg" 'n werknemer wat, onder die toesig van die portier, die ingange van die fabriek bedags of snags bewaak;

"graad I-werknemer" 'n werknemer in diens as 'n bediener van 'n weefselkalandermasjién;

"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 'n loopvlakuitdrukmasjién;
- (b) Bediener van 'n binnebanduitdrukmasjién;

"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) Pomphuis-, koelinstallasie- en ketelbediener;
- (b) binnebandpotte omruil;
- (c) vliegtuigbuitebande finaal inspekteur;

"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) Toetser in walskamer;
- (b) vragmotorbestuurder;
- (c) ontvanglerk verantwoordelik vir verkeer;
- (d) vliegtuigbuitebande opbou;
- (e) produkte finaal inspekteur, uitgesonderd binnebande en vliegtuigbuitebande;
- (f) tafelwerker by vervoerbandvervaardiging;
- (g) bediener van 'n strookkalandermasjién;
- (h) bediener van 'n outoklaafvulkaniseerbord;
- (i) faktotum;
- (j) vliegtuigbuitebande inspekteur en herstel;

"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) Bediener van 'n profielkalandermasjién;
- (b) vervoerbandpersbediener;
- (c) fabrieksklerk;
- (d) assistent-pakhuisman;

"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 'n skuinssnymasjién;
- (b) stoommonterings maak en herstel;

"graad VII-werknemer" 'n werknemer in diens as 'n assistent by 'n weefselkalandermasjién;

"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) Reusebuitebande, uitgesonderd vliegtuig-, trekker- of ligte vragmotorbuitebande opbou;
- (b) motor- en reusebuitebande inspekteur nadat hulle afgewerk is;
- (c) senior kontroleur in bestanddeelpakhuise;

"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) Buitebande, uitgesonderd kruiba- en fietsbuitebande, in vorms pers;
- (b) buitebande op NRM-masjiene opbou;
- (c) motorbinnebande finaal inspekteur;
- (d) vulkaniseerbediener by stoombekels;
- (e) vulkaniseerbediener—30 G-perse;

"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) Buitebande, uitgesonderd reuse-, vliegtuig-, NRM- of fietsbuitebande opbou;
- (b) vormsetter by NRM-masjiene;
- (c) moedervoorrade en versnellingsmiddels vir verbindings afweeg;

"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) Ongevulkaniseerde buitebande in die maakafdeling inspekteur;
- (b) gevulkaniseerde motor- en vragmotorbuitebande in vormafdeling inspekteur;
- (c) vormsetter, uitgesonderd by NRM-masjiene;
- (d) vorms op fietsbuitebandperse omruil;
- (e) kaartjies of etikette uitskryf;

"graad XII-werknemer" 'n werknemer in diens as 'n hoofindoena;

"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) Assistent-indoena;
- (b) seksieleier;

"grade XIV 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 in moulds for autoclaves;
- (e) pan loading on autoclaves;
- (f) off loading coal by grab;
- (g) surgery attendant;
- (h) operating manually operated or fully automatic office machines;
- (i) dipping machine operator;
- (j) checking finished products;

"grade XV 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) machine operator, national standard creel bead machine;
- (d) making and curing truly endless flexicord flat transmission belting;
- (e) instrument chart changer;
- (f) assembling ply components for aero covers;
- (g) service operator on NRM machines;
- (h) classifier in repair section;

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

- (a) Machine operator, bridge creel machine;
- (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) assistant to slicer;
- (j) coating fabric and drying on steam chest;
- (k) bundling and boxing motor or truck tubes;
- (l) making monoband covers;
- (m) curing cycle covers;
- (n) wrapping and labelling covers;
- (o) moulding products in daylight press;
- (p) tearing or cutting fabric or linen by machine;
- (q) drum building of vee belts;
- (r) stripping, loading or wrapping vee belts;
- (s) press curing grommet built vee belts;
- (t) butt joining, pressing up and fitting valves to tubes other than cycle tubes;
- (u) assembling ply components for motor and truck covers;
- (v) balancing and re-balancing motor covers;
- (w) moulding assistant on autoclaves;
- (x) bagging up car, giant and aero covers;
- (y) skiving spue by machine from all cured covers other than cycle covers;
- (z) decoring and re-assembling formers for cover building;
- (aa) crumb grinding and size grading;
- (bb) clean moulds with "Liquematte" machine;
- (cc) repair and cure belts in 6 inch press;
- (dd) buffing covers for full circle repair;
- (ee) buffing and polishing WSW covers;
- (ff) handling material or products by Electricar, fork-lift truck or mechanical mule;
- (gg) operating power sweeper;
- (hh) retreading covers for moulding;
- (ii) clean and paint WSW covers;
- (jj) rebatching, slitting and packing repair materials;
- (kk) service operator on 10A/C machines;
- (ll) extrude belt shoes and cores on 4 inch extruder;
- (mm) gang section leader;

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

- (a) Skiving spue by hand from cured covers;
- (b) skiving spue from cycle covers;
- (c) ironing, sealing and weshing patches on covers;
- (d) cutting, joining and de-burring cycle wires on semi-automatic machine;
- (e) assistants to press and pan moulders;
- (f) prepare covers for moulding;
- (g) syphon and extract airbags from cured covers;
- (h) test and lubricate airbags;
- (i) patch, veneer and revolve airbags;
- (j) assemble and mould airbag valves;
- (k) rasping cured covers by hand or machine;
- (l) filling solution tubes and flasks by machine or hand;
- (m) spiral wrapping of beads;
- (n) assembling fillers to beads;

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

- (a) Poeiers en rubber op 'n wals meng;
- (b) Banbury-tregters voer;
- (c) eerste eethuishulp;
- (d) buitebande in vorms vir outoklawe insit;
- (e) panne op outoklawe laai;
- (f) steenkool met 'n gryper aflaai;
- (g) verbandkamerbediener;
- (h) hand- of volkome outomatiese kantoormasjiene bedien;
- (i) 'n dompelmasjiene bedien;
- (j) afgewerkte produkte nagaan;

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

- (a) Rubber op 'n 84" gladde wals ontvang;
- (b) mangsels op 84" gladde wals in velle uitwals, met inbegrip van terugvoer;
- (c) 'n bediener van 'n "national"-standaardtolspanrandmasjiene;
- (d) plat transmissiesnoerband, volkome sonder einde, maak en vulkaniseer;
- (e) instrumentkaarte omruil;
- (f) laagbestanddele vir vliegtuigbuitebande bymekarbring;
- (g) diensoperator by NRM-masjiene;
- (h) klassifieerde in die herstelafdeling;

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

- (a) Masjienebediener van 'n brugtolmasjiene;
- (b) poeiers of rubber in mengkamer bymekararts;
- (c) velle of stroke op walse sny;
- (d) binnebande in ketels vulkaniseer;
- (e) rubber met 'n masjiene raffineer, met inbegrip van stroke sny;
- (f) vormbinnebande met 'n masjiene of met die hand afwerk;
- (g) vormbinnebande op 'n spil opbou, ventiele insit en las;
- (h) ringvormbinnebande opbou en van ventiele voorsien;
- (i) lasser-assistent;
- (j) weefsel bestryk en op stoomkaste droog;
- (k) motor- of vragmotorbinnebande saambind en in kaste verpak;
- (l) monoband-buitebande maak;
- (m) fietsbuitebande vulkaniseer;
- (n) buitebande toedraai en etiketteer;
- (o) produkte in 'n dagligpers vorm;
- (p) weefsel of linne met 'n masjiene skeur of sny;
- (q) V-bande op trommel bou;
- (r) V-bande stroop, laai of toedraai;
- (s) V-bande, op gleufring gebou, op 'n pers vulkaniseer;
- (t) ventiele aan binnebande, uitgesonderd fietsbinnebande, stooflas, vaspers en insit;
- (u) laagbestanddele vir motor- en vragmotorbuitebande bymekararmaak;
- (v) motorbuitebande balanseer en herbalanseer;
- (w) vorm-assistent by outoklawe;
- (x) motor-, reuse- en vliegtuigbuitebande in sakke toemaak;
- (y) braam met 'n masjiene van alle gevulkaniseerde buitebande, uitgesonderd fietsbuitebande, afsny;
- (z) kerns uit vormers uithaal en vormers weer inmekararts vir opbou van buitebande;
- (aa) krummels maal en volgens grootte gradeer;
- (bb) vorms met 'n Liquematte-masjiene skoonmaak;
- (cc) bande in 'n 6"-pers herstel en vulkaniseer;
- (dd) buitebande afskuur vir herstel in volvorms;
- (ee) WSW-buitebande afskuur en poleer;
- (ff) materiaal of produkte met 'n elektriese wa, vurkhyswa of voorhaker hanteer;
- (gg) 'n kragaangedrewe opveer bedien;
- (hh) buitebande vir vorming versool;
- (ii) WSW-buitebande skoonmaak en vers;
- (jj) herstelmateriaal opnuut bondel, splits en verpak;
- (kk) bediener wat 10A/C-masjiene diens;
- (ll) bandskoene en kerns op 'n 4"-uitdrukker uitdruk;
- (mm) spaneskieleier;

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

- (a) Braam met die hand van gevulkaniseerde buitebande afsny;
- (b) braam van fietsbuitebande afsny;
- (c) lappe op buitebande vasstryk, verseel en was;
- (d) fietsdrade op 'n halfautomatiese masjiene afsny, las en afbaard;
- (e) pers- en panvormersassidente;
- (f) buitebande voorberei om gevorm te word;
- (g) vormbinnebande uit gevulkaniseerde buitebande uitheuwel en uithaal;
- (h) vormbinnebande toets en smeer;
- (i) vormbinnebande lap, fineer of nuwe ventiele insit;
- (j) vormbinnebandventiele inmekararts en vorm;
- (k) gevulkaniseerde buitebande met die hand of 'n masjiene rasper;
- (l) rubberlymbuisies en flesse met 'n masjiene of die hand vul;
- (m) spanrande spiraalindraai;
- (n) vullers vir spanrande inmekararts;

- (o) assembling fillers, chafers of breakers by machine or by hand;
- (p) table assistant on belt making;
- (q) bevelling and joining flaps;
- (r) assembling covers on formers by hand;
- (s) painting motor and truck covers;
- (t) making cycle tubes;
- (u) cutting, joining, coiling, grinding, nipping, tinning, rubbering, sizing or degreasing cycle coil wires;
- (v) washing rubber in mills;
- (w) assembling undertread to tread by hand;
- (x) cutting, profiling and extruding apex core;
- (y) cutting rubber bales by press;
- (z) spooling monoband casing material;
- (aa) drying material on steam heated dryer;
- (bb) making cross cord and repair patches;
- (cc) assembling retread or re-capping strip;
- (dd) cutting or tearing cord materials from scrap by hand or machine;
- (ee) wet chalking and lubricating covers;
- (ff) size marking;
- (gg) checking out scrap;
- (hh) rectifying tubes;
- (ii) rebatching linings by machine;
- (jj) batching materials off calenders, bias cutting machines, or extruders;
- (kk) checking out part finished products;
- (ll) cutting out beads by machine;
- (mm) applying rubber or solution to metal parts preparatory to moulding;
- (nn) all operations on Vee belts other than drum building, stripping, loading, wrapping and press curing grommet built vee belts;
- (oo) Akron cooling conveyor attendant;
- (pp) veneer covers for full circle repair;
- (qq) cure full circle repairs;
- (rr) make retreaders curing tubes;
- (ss) rectifying out of balance covers;
- (tt) buff and solution valves;
- (uu) repair cured covers;
- (vv) cure rubber rings for Bag-o-matic presses;
- (ww) reclaim and cure airbag valves;
- (xx) mixing doughs and solutions in hopper;
- (yy) assemble BOM bladders;
- (zz) stitch treads, consolidate beads or hot spade joints of raw covers;
- (ab) buff or solution semi-cured chafers by hand or machine;
- (ac) lift operator;
- (ad) canteen worker;

"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;

"inexperienced" means an employee in grades I to XVII and labourer, who has had less than three months service in the relevant grade, provided that any such employee whose productivity during such periods exceeds 75 per cent of standard output shall be deemed to be experienced;

"labourer" means an employee engaged in one or more of the following duties:—

- (a) Lifting, carrying, moving, stacking 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 especially 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) debeading by hand;
- (s) weighing goods on a set scale;
- (t) cleaning and washing, other than cleaning linings by machine;

"law", law shall include the Common Law;

"leading worker" means an employee specially appointed as such, who, under the supervision of a foreman, discharges the responsibility for the efficient performance of the work performed by employees in grades I to XVI and who may supervise the work of labourers and employees in grade XVII;

- (o) vullers, kussings, of skokstroke met 'n masjién of met die hand inmekarsit;
- (p) tafel-assistent by die maak van bande;
- (q) klappe afskuins en aanmekarsias;
- (r) buitebande met die hand op vormers inmekarsit;
- (s) motor- en vragmotorbuitebande verf;
- (t) fietsbinnebande maak;
- (u) fietsroldraad sny, las, rol, skuur, van nippels voorsien, vertin, met rubber bedek, volgens grootte maak of ghries verwijder;
- (v) rubber in walse was;
- (w) onderloopvlak met die hand aan loopvlak monteer;
- (x) apekskern sny, profileer en uitdruk;
- (y) rubberbale met 'n pers sny;
- (z) monobandbuitebandmateriaal opdraai;
- (aa) materiaal op 'n stoomverhitte droer droog;
- (bb) dwarskoord- en herstellapte maak;
- (cc) versool- of halfsoolstroke monteer;
- (dd) koordmateriale met die hand of 'n masjién uit afval sny of skeur;
- (ee) buitebande met nat talk en smeermiddel behandel;
- (ff) groottes merk;
- (gg) afvalmateriaal wat verwijder word, nagaan;
- (hh) binnebande regmaak;
- (ii) voerings met 'n masjién opmunt bondel;
- (jj) materiale vanaf kalenders, skuinssnymasjiéne of uitdruk-masjién bondel;
- (kk) uitgaande halfafgewerkte produkte nagaan;
- (ll) spanrande met 'n masjién uitsny;
- (mm) rubber of rubberlym aan metaaldele voor vormingstryk;
- (nn) alle werkzaamhede aan V-band, uitgesondert op die trommel bou, gleuftringgevormde V-band stroop, laai, toedraai en persvulkaniseer;
- (oo) assistent by 'n Akron-koeervoerband;
- (pp) buitebande finer om op volvorms herstel te word;
- (qq) produkte wat op volvorms herstel is, vulkaniseer;
- (rr) vulkaniseerbinnebande vir versolers maak;
- (ss) buitebande wat nie balanseer nie, gelykrijs;
- (tt) ventielie afskuur en met rubberlym bestryk;
- (uu) gevulkaniseerde buitebande herstel;
- (vv) rubberringe vir Bag-o-matic-perse vulkaniseer;
- (ww) vormbinnebandventiele herwin en vulkaniseer;
- (xx) deeg en lym in 'n stortbak meng;
- (yy) BOM-binneballe inmekarsit;
- (zz) loopvlakke stik, spanrande konsolideer of lasse van rou-buitebande met 'n warmgraaf behandel;
- (ab) halfgevulkaniseerde skaafstroke met die hand of 'n masjién afskuur, of met rubberlym bestryk;
- (ac) hysbakbediener;
- (ad) eethuiswerker;

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

"onervare persoon" 'n werknemer in grade I tot XVII en 'n arbeider wat minder as drie maande diens in die betrokke graad gehad het; met dien verstaande dat enige sodanige werknemer wie se produktiwiteit gedurende dié tydperk meer as 75 persent van die standaardproduktiwiteit is, geag moet word 'n werknemer met ondervinding te wees;

"arbeider" 'n werknemer wat een of meer van onderstaande pligte verrig:—

- (a) Optel, dra, verplaas, opstapel of saambondel;
- (b) vullis, as of afvalmateriaal verwijder en persele skoonmaak;
- (c) briewe, boodskappe of goedere te voet of per fiets of met 'n handvoertuig aflewer;
- (d) laai of aflaai, uitgesondert die laai of ontlai van perse;
- (e) tee of dergelyke dranke maak, skoonmaak, was en dra in eethuis en omvat dit 'n eethuiswerker;
- (f) kiste, bale of pakke oop- of toemaak;
- (g) artikels van dieselfde groote en getal in houers verpa wat spesial gemaak is om hulle te bevat;
- (h) kiste, bale en ander pakke sjabloneer en merk;
- (i) draad of bande om kiste, bale of ander houers sit, vasbind of vasknoop, in goingsak toedraai;
- (j) 'n handhystoestel bedien;
- (k) masjiéne of vervoerbande voer of daarvan afneem, uit gesondert walse of Banbury voer of daarvan afneem afvalmateriaal sorteer of hanteer;
- (l) masjiénerie olie en smeer;
- (n) rubber van bale of van rubbersamestellings met die hand opnsny;
- (o) ru-kante van gevormde goedere met die hand afwerk;
- (p) tuinwerk;
- (q) voerings met dié hand opdraai, weer opdraai en skoonmaak;
- (r) spanrande met die hand verwijder;
- (s) goedere op 'n gestelde skaal weeg;
- (t) skoonmaak en was, uitgesondert voerings met 'n masjién skoonmaak;

"Wet" ook die gemeenreg;

"spanleier" 'n werknemer spesial as sodanig aangestel wat onder die toesig van 'n voorman die verantwoordelikheid op hom neem vir die doeltreffende verrigting van die werk wat werknemers in grade I tot XVI doen, en wat toesig mag hou oor die werk van arbeiders en werknemers in graad XVII;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1), read with sub-section (1) and (2) of section twenty-two, of the Defence Act, 1957, but does not include any training which he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

"night shift" means the shift in which the ordinary hours of work extend beyond midnight;

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

"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 upon supervision and instruction of employees in classes of work scheduled below grade XIII;

"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 materials;

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

"surgery attendant" means an employee engaged in the surgery and 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 Red Cross Society, St. John Ambulance Association or Noodhulpliga;

"statutory holiday" means any paid public holiday to which an employee is entitled in terms of the Factories, Machinery and Building Work Act, 1941;

"tyre test driver" means an employee engaged in driving a motor vehicle for the purpose 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 in clause 9.

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

4. REMUNERATION.

(A) The employer shall not pay and the employee shall not receive, less than the following:

| | Rate per Hour. | Rate per Week. |
|---|----------------|----------------|
| | Cents. | R |
| Artisan..... | 80·0 | 36.000 |
| Leading Worker..... | 71·5 | 32.175 |
| Tyre Test Driver..... | 71·5 | 32.175 |
| Grade I..... | 65·5 | 29.475 |
| Grade II..... | 64·0 | 28.800 |
| Grade III..... | 62·5 | 28.125 |
| Grade IV..... | 60·5 | 27.225 |
| Grade V..... | 59·0 | 26.550 |
| Grade VI..... | 57·5 | 25.875 |
| Grade VII..... | 55·5 | 24.975 |
| Grades I to VII, inexperienced rates: 3 cents per hour below rate applicable to the job; | | |
| Grade VIII..... | 45·0 | 20.250 |
| Grade IX..... | 43·0 | 19.350 |
| Grade X..... | 41·5 | 18.675 |
| Grade XI..... | 40·0 | 18.000 |
| Grades VIII to XI, inexperienced rates: 3 cents per hour below rate applicable to the job; | | |
| Grade XII..... | 27·0 | 12.150 |
| Grade XIII..... | 25·0 | 11.250 |
| Grade XIV..... | 22·0 | 9.900 |
| Grade XV..... | 21·0 | 9.450 |
| Grade XVI..... | 19·0 | 8.550 |
| Grade XVII and labourer..... | 18·0 | 8.100 |
| Grades XII to XVII and labourer, for these grades inexperienced rates are 2 cents per hour below experienced rates for that grade—except that a minimum rate of 16·5 cents applies. | | |
| Commissionaire..... | 61·5 | 29.505 |
| Gate Guard..... | 19·0 | 9.120 |
| Site Guard..... | 18·0 | 8.640 |

"militaire opleiding" ononderbroke opleiding waartoe 'n werknemer ingevolge artikel een-en-twintig (1), gelees met sub-artikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, verplig word, maar omvat dit geen opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

"nagskof" die skof waarin die gewone werkure tot ná middernag duur;

"gewone besoldigingskaal" die urloon wat in klousule 4 voorgeskryf word;

"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, kruwaens en/of fietse, met alle prosesse en werkzaamhede daarvan verbonde en omvat dit enige ander soort lugbuitebande of -binnebande, tennisballe, vervoer- en transmissiebande, V-bande, rubberslange, versoelstroke, Dunlopillo, klappe en rubberlym, en ander rubber- of gerubberiseerde goedere;

"seksieleier" 'n werknemer wat uitsluitlik oor werknemers wat in werkklasse onder graad XIII ingedeel word, toesig hou en hulle onderrig;

"korttyd" 'n tydelike vermindering in die getal gewone werkure van 'n werknemer weens 'n algemene onklaarraking van installasie en masjinerie of 'n dreigende ongeloof van onvoorsien noodgeval, of weens 'n slapte in die bedryf of 'n tekort aan grondstowwe; "terreinwag" 'n werknemer wat onder die toesig van die portier, bedags of snags die perseel patroleer en bewaak;

"verbandkamerbediener" 'n werknemer wat in die verbandkamer werk en wat in geval van ongelukke of siekte aan persone wat by die fabriek werk eerstehulp verleen, en wat 'n eerstehulpsertifikaat, uitgereik deur die Rooikruisvereniging, die St. John Ambulance/Ambulansvereniging of die Noodhulpliga, besit;

"wetlike vakansiedag" 'n openbare vakansiedag met betrekking tot 'n werknemer ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregting is;

"buitebandtoetsbestuurder" 'n werknemer wat 'n motorvoertuig bestuur met die doel om die buitebande te toets;

"loon" daardie gedeelte van die besoldiging, uitgesonderd bonus, wat in kontant ten opsigte van die gewone werkure in klousule 9 voorgeskryf, aan 'n werknemer betaal moet word.

(B) By die toepassing van bovenoemde woordomskrywings word 'n werknemer geag in die klas te wees waarin hy uitsluitlik of hoofsaaklik werkzaam is.

4. BESOLDIGING.

(A) Die werkewer moet minstens die volgende betaal en die werknemer minstens die volgende ontvang:

| | Tarief per uur. | Tarief per week. |
|---|-----------------|------------------|
| Ambagsman..... | Sent. 80·0 | R 36.000 |
| Spanleier..... | 71·5 | 32.175 |
| Buitebandtoetsbestuurder..... | 71·5 | 32.175 |
| Graad I..... | 65·5 | 29.475 |
| Graad II..... | 64·0 | 28.800 |
| Graad III..... | 62·5 | 28.125 |
| Graad IV..... | 60·5 | 27.225 |
| Graad V..... | 59·0 | 26.550 |
| Graad VI..... | 57·5 | 25.875 |
| Graad VII..... | 55·5 | 24.975 |
| Graad I tot VII, tariewe vir werkers sonder ondervinding: 3 sent per uur minder as die tarief wat op die werk van toepassing is; | | |
| Graad VIII..... | 45·0 | 20.250 |
| Graad IX..... | 43·0 | 19.350 |
| Graad X..... | 41·5 | 18.675 |
| Graad XI..... | 40·0 | 18.000 |
| Graad VIII tot XI, tariewe vir werkers sonder ondervinding: 3 sent per uur minder as die tarief wat op die werk van toepassing is; | | |
| Graad XII..... | 27·0 | 12.150 |
| Graad XIII..... | 25·0 | 11.250 |
| Graad XIV..... | 22·0 | 9.900 |
| Graad XV..... | 21·0 | 9.450 |
| Graad XVI..... | 19·0 | 8.550 |
| Graad XVII en arbeider..... | 18·0 | 8.100 |
| Graad XII tot XVII en arbeider, die tariewe vir werkers sonder ondervinding in hierdie grade is 2 sent per uur minder as die tariewe vir werkers met ondervinding in daardie graad, maar 'n minimum loon van 16·5 sent is van toepassing. | | |
| Portier..... | 61·5 | 29.505 |
| Hekwag..... | 19·0 | 9.120 |
| Terreinwag..... | 18·0 | 8.640 |

(B) *Differential Rates.*—An employer who 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 either—

- (a) a wage higher than that of his own class; or
- (b) a rising scale of wages terminating in a wage higher than that of his own class, is prescribed in sub-clause (A), shall pay to such employee in respect of that day—
 - (i) in the case mentioned in (a) not less than the daily wage calculated on the higher weekly rate; and
 - (ii) in the case mentioned in (b) not less than the daily wage calculated on the highest weekly rate for such class.

Provided that—

- (i) this sub-clause shall not apply where the difference between classes in terms of sub-clause A is based on age, or experience;
- (ii) unless expressly provided to the contrary in a written contract between the employer and his 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 prescribed for such employee;

(C) *Calculation of Monthly Wages.*—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 times the wage prescribed above for an employee of his class.

(D) *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.

(E) *Re-engagement.*—An employee who, after a period of not more than three months is re-engaged and is assigned to the same operation in which he was previously engaged and in which he was classified as an experienced operator, shall receive the ordinary rate of remuneration for the relevant operation for a period of two weeks.

(F) 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 provided in this Agreement for the class of work on which he was employed.

5. COST OF LIVING ADJUSTMENT.

(A) The cost of living allowance which is included in the hourly and weekly and monthly rate of remuneration in terms of Clause 4 hereof, shall be not less favourable than the relative allowance prescribed in War Measure No. 43 of 1942, as amended from time to time.

(B) Any amendment of the relative allowance prescribed in War Measure No. 43 of 1942, as operative at the date of commencement of this Agreement shall be incorporated in the hourly and weekly or monthly rates of all grades.

(C) Subject to the provisions of sub-clause (A) hereof, the cost of living allowance which is included in the hourly/weekly rate of remuneration in terms of clause 4, shall, where the Consumer Price Index (all items) for the Durban area is in excess of or less than 100, be increased or decreased by 1 cent per hour for every 1·68 points increase or decrease respectively in the case of artisans, commissionaires, leading workers and employees in grades I to XI and $\frac{1}{2}$ cent per hour in respect of employees in grades XII to XVII and labourers, provided that if the remuneration payable in terms of clause 4 hereof is increased or decreased by any change in the allowance payable in terms of War Measure No. 43 of 1942, the amount payable in terms hereof shall be increased in respect of every such decrease or decreased in respect of every such increase by a like amount.

(D) Any adjustment necessary in terms of paragraph (C) hereof shall be made with effect from the second month after that to which the Consumer Price Index relates.

(E) 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 clause 11 and 12.

6. OVERTIME.

(A) All hours in excess of the ordinary hours prescribed in clause 9 of this Agreement shall be deemed to be overtime.

(B) All overtime worked by all employees shall be paid for at the rate of not less than 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.

(B) *Differensiële loon.*—n Werkewer wat vereis of toelaat dat 'n lid van een klas van sy werknemers langer as altesam een uur op enige dag hetsy benewens sy eie werk of in die plek daarvan, werk verrig van 'n ander klas waarvoor of—

- (a) 'n hoër loon as dié van sy eie klas, of
 - (b) 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas—
- in subklousule (A) voorgeskryf word, moet sodanige werknemers opsigte van dié dag soos volg betaal:
- (i) In die geval in (a) genoem, minstens die dagloon bereken teen die hoër weekskaal, en
 - (ii) in die geval in (b) genoem, minstens die dagloon bereken teen die hoogste weekskaal vir sodanige klas:

Met dien verstande dat—

- (i) hierdie klousule nie geld waar die verskil tussen klasse ingevolge subklousule (A) op ouderdom of ondervinding berus nie;
- (ii) tensy daar in 'n skriftelike kontrak tussen 'n werkewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Ooreenkoms so uitgelê mag word dat dit 'n werkewer belet om van 'n werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskrewe loon dieselfde of laer is as dié wat vir so 'n werknemer voorgeskryf word nie.

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

(D) *Loonaansporingskemas.*—Indien die werkewer 'n aansporingskema 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.

(E) *Herindienstneming.*—'n Werknemer wat na 'n tydperk van hoogstens drie maande weer in diens geneem word en in dieselfde werk aangestel word as wat hy voorheen gedoen het en waarin hy as 'n werker met ondervinding gekwalifiseer was, moet vir 'n tydperk van twee weke besoldiging teen die gewone skaal vir die bepaalde werk ontvang.

(F) Niks in hierdie Ooreenkoms mag die loonskaal verminder nie van 'n werknemer in die Nywerheid wat op die inwerkingsdatum 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.

5. AANPASSING VAN LEWENSKOSTE.

(A) Die lewenskostetoeleae wat ingesluit is by die uur-, week- en maandbesoldigingskaal ingevolge klousule 4 hiervan, moet nie minder gunstig wees as die betrokke toelae wat in Oorlogsmaatreel No. 43 van 1942, soos van tyd tot tyd gewysig, voorgeskryf is nie.

(B) Enige wysiging van die betrokke toelae wat in Oorlogsmaatreel No. 43 van 1942, voorgeskryf is, soos in werking op die datum van die inwerkintreding van hierdie Ooreenkoms, moet in die uur-, week- en maandskale van alle grade opgeneem word.

(C) Behoudens die beaplings van subklousule (A) hiervan moet die lewenskostetoeleae wat ingevolge klousule 4 by die uur-/weekbesoldigingskaal ingesluit is, indien die verbruikersprysindeks (alle items) vir die gebied Durban meer of minder as 100 is, met 1 sent per uur verhoog of verminder word onderskeidelik vir elke stijging of daling van 1·68 punte in die geval van ambagsmanne, portiers, spanleiers en werknemers in grade I tot XI en met 'n $\frac{1}{2}$ sent per uur ten opsigte van werknemers in grade XII tot XVII en arbeiders; met dien verstande dat indien die besoldiging betaalbaar ingevolge klousule 4 hiervan, verhoog of verminder word deur enige verandering in die toelae wat ingevolge Oorlogsmaatreel No. 43 van 1942, betaalbaar is, die bedrag wat ingevolge hiervan betaalbaar is, met 'n gelyke bedrag ten opsigte van elke sodanige vermindering verhoog moet word of ten opsigte van elke sodanige verhoging verminder moet word.

(D) Enige aanpassing wat ingevolge paragraaf (C) hiervan nodig is, moet van krag gemaak word vanaf die tweede maand na die maand waarop die verbruikersprysindeks betrekking het.

(E) Die toelae wat aan 'n werknemer betaalbaar is ten opsigte van 'n week of maand moet eweredig met enige afwesigheid van werk, uitgesonderd soos bepaal in klousules 11 en 12, verminder word.

6. OORTYD.

(A) Alle ure wat meer is as die gewone werkure in klousule 9 van hierdie Ooreenkoms voorgeskryf, moet as oortyd beskou word.

(B) Vir alle oortyd wat enige werknemer werk, moet hy betaal word teen die skaal van minstens een-derde van sy gewone besoldigingskaal bo en behalwe die besoldiging wat hy vir die tyd aldus gewerk, verdien het; met dien verstande dat as oortyd op 'n daagliks grondslag verskil van dié op 'n weeklikse grondslag, die grondslag wat vir 'n werknemer die gunstigste is, van toepassing is.

7. SHIFT ALLOWANCE.

(A) An employee who works on night shift, other than on a Sunday, shall receive additional remuneration for each full shift so worked, on the following basis:—

Artisan: 70c per shift.

Leading workers, commissionaires and employees in grade I to VII: 50c per shift.

Employees in grades VIII to XI: 35c per shift.

Employees in grade XII to XVII and labourers: 15c per shift.

(B) An employee working on the three 7½-hour shift basis shall be paid a shift allowance of 1½ hours pay at the rate laid down in clause 4 for each full shift worked between Monday and Friday.

8. PAYMENTS 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) An employee shall be paid in respect of a week not less than the full weekly wage prescribed in clause 4 for an employee of his class and no deduction shall be made other than the following:—

- (i) Premiums in respect of the Dunlop South Africa employees' pension fund.
- (ii) Premiums in terms of clause 13 of this Agreement (sick leave.)
- (iii) Premiums in terms of clause 14 of this Agreement (medical benefits.)
- (iv) With the written consent of the employee, deductions for subscriptions to the funds of the trade union.
- (v) With the written consent of the employee, deductions for holiday savings.
- (vi) With the written consent of the employee, deductions in repayment of loans advanced from the benevolent fund.
- (vii) Any amount which the employer by any law, ordinance or order of any competent Court, is required or permitted to make.
- (viii) An amount proportionate to any period when the employee is not at work otherwise than on the instructions or at the request of his employer; 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.

9. HOURS OF WORK.

(A) The ordinary hours of work of all employees on the 9-hour shift shall be 45 hours 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 three 7½-hour shift basis shall be 42½ hours per week on the morning shift or 37½ 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 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, refrigeration and pump-house shall be 45 hours per week of six days and shall not exceed eight hours per day on five days a week and five hours on the sixth day.

(E) *Meal breaks.*—An employer shall not require or permit an employee other than a commissionaire and guard to work for more than five hours continuously without an uninterrupted interval of not less than one hour during which time no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work or overtime, provided that—

- (i) if such interval be for longer than one hour a period in excess of an hour and a quarter shall be deemed to be ordinary hours of work;
- (ii) 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 fifty-six hours in any one week.

(G) No employee shall be required or permitted to work more than 10 hours, excluding meal breaks, on any one day.

(H) Save as is provided in clause 9 (E) and clause 10, all hours of work shall be consecutive.

10. REST PERIODS.

(A) On the nine hour shift intervals of ten 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 ten minutes during which no work shall be performed, shall be allowed to each employee 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.

7. SKOFTOELAES.

(A) 'n Werknemer wat nagskof werk, uitgesonderd op 'n Sondag, moet bykomende besoldiging ontvang vir elke volle skof wat hy aldus gewerk het en wel op die volgende grondslag:—

Ambagsman: 70c per skof.

Spanleiers, portiers en werknemers in grade I tot VII: 50c per skof.

Werknemers in grade VIII to XI: 35c per skof.

Werknemers in grade XII tot XVII en arbeiders: 15c per skof.

(B) 'n Werknemer wat op die grondslag van 3 skofte van 7½ uur elk werk, moet 'n skoftoelae van ½ uur se besoldiging teen die skaal bepaal in klousule 4 betaal word vir elke volle skof wat hy tussen Maandag en Vrydag werk.

8. BETALING VAN VERDIENSTE.

(A) 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 tjeuk betaal word.

(B) 'n Werknemer moet ten opsigte van 'n week minstens die volle weekloon in klousule 4 vir 'n werknemer van sy klas voorgeskryf, betaal word, en geen ander bedrae as onderstaande mag afgetrek word nie:

- (i) Premies ten opsigte van die werknemerspensioenfonds van Dunlop South Africa.
- (ii) Premies kragtens klousule 13 van hierdie Ooreenkoms (siekteverlof).
- (iii) Premies kragtens klousule 14 van hierdie Ooreenkoms (mediese bystand).
- (iv) Met die skriftelike toestemming van die werknemer, bedrae vir ledegeld aan die vakverenigingsfondse.
- (v) Met die skriftelike toestemming van die werknemer, bedrae vir die vakansiespaarfonds.
- (vi) Met die skriftelike toestemming van die werknemer, bedrae vir die terugbetaling van lenings voorgeskied uit die liefdadigheidsfonds.
- (vii) Enige bedrag wat die werkgewer ingevolge enige wet, ordonnansie of bevel van enige bevoegde hof verplig of toegelaat word om af te trek.
- (viii) 'n Bedrag eweredig met enige tydperk wat 'n werknemer om 'n ander rede as op las of versoek van sy werknemer uit sy werk afwesig is; met dien verstande dat—
 - (a) die werkgewer vier-en-twintig uur kennis moet gee in die geval van korttyd veroorsaak deur 'n tydelike slappe in die bedryf of 'n tekort aan grondstowwe of verskillende sluitings- en aanvangstye vir die jaarlike vakansie;
 - (b) die werkgewer een uur kennis moet gee in die geval van korttyd weens enige ander oorsaak.

9. 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 dit mag hoogstens 9 uur op 'n dag wees.

(B) Die gewone werkure van alle werknemers op die grondslag van 3 skofte van 7½ uur elk, is 42½ uur per week indienoggendskof gewerk word of 37½ uur per week indien middag- en nagskof gewerk word, en mag hoogstens 7½ uur per dag wees.

(C) Die gewone werkure van 'n portier en wag is 8 uur per dag op 6 dae van die week; met dien verstande dat ander skofte, indien die noodsaaklikheid ontstaan, gwerk mag word, maar hoogstens 48 uur, met inbegrip van etenstye, in een week en moet, indien nodig, 'n Sondag insluit.

(D) Die gewone werkure van werknemers in die ketel-, koelen pomphuis is 45 uur per week van 6 dae en mag hoogstens 8 uur per dag op 5 dae van 'n week en 5 uur op die sesde dag wees.

(E) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n portier en wag vereis of hom toelaat om langer as 5 uur aaneen te werk sonder 'n ononderbroke pouse van minstens een uur waarin geen werk verrig mag word nie, en sodanige pouse word nie as deel van die gewone of oortydwerkure beskou nie, met dien verstande dat—

- (i) as solanige tydperk langer as een uur duur, enige tydperk van langer as 1½ uur as gewone werkure beskou moet word;
- (ii) werktydperke wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend beskou word.

(F) Die werkgewer kan 'n werknemer toelaat of verplig om hoogstens 56 uur in 'n week te werk.

(G) Van geen werknemer mag vereis en mag hy nie toegelaat word om op enige dag meer as 10 uur, uitgesonderd etenspouses, te werk nie.

(H) Behoudens die bepalings van klousule 9 (E) en klousule 10, is alle werkure aaneenlopend.

10. RUSPOUSES.

(A) Op die skof van 9 uur moet pouses 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 berekening van besoldiging word sodanige ruspose as deel van die gewone werkure gereken.

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

(C) Tydens elke ruspose moet daar aan elke werknemer wat op diens is by die fabriek, 'n koppie tee gratis verskaf word.

11. ANNUAL LEAVE.

(A) The factory shall close down for a period of fifteen consecutive working days, extending over the Day of the Covenant, Christmas Day, and New Year's Day.

(B) The employer shall, subject to the provisions of sub-clause (C) pay to every employee one and one quarter day's pay for every completed month of service during the calendar year.

(C) (i) All employees shall be granted fifteen consecutive working days paid leave after the completion of twelve months' consecutive service.

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

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

(D) Any 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 $\frac{1}{4}$ of the weekly wage for each completed month of service during that year.

(E) If the Day of the Covenant, Christmas Day, New Year's Day, Good Friday, Easter Monday, Ascension Day or Settlers' Day falls within the period of leave referred to in clause (C), such day shall be added to the said period as a further period of paid leave, 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 provisions of this clause shall not apply.

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

(G) 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 in grades I to XVII shall be the ordinary rate of remuneration, together with any bonus that may be payable to the employee at the date of accrual of such leave; provided that in the event of an employee's wage rate being increased during his period of leave, he will be entitled to the additional remuneration as from the effective date of the increase.

(H) The period of such leave shall not run concurrently with any period during which the employee is under notice of termination of employment in terms of clause 22, under any period of sick leave in terms of clause 13 or undergoing military training.

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

- (i) absent on leave in terms of clause 11;
- (ii) required to undergo military training;
- (iii) absent from work on the instruction or at the request of his employer;
- (iv) absent on sick leave in terms of clause 13;
- (v) absent due to injury on duty;

amounting in the aggregate in any year to not more than ten weeks in respect of items (i), (iii), (iv) and (v) plus any period of military training undergone in that year.

(J) Employees absent in terms of clause 13 or through injury on duty during the period the factory 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.

(K) Whenever an artisan is paid his holiday leave pay, he shall in respect of every normal shift worked and for those not worked but for which a medical certificate was presented, be paid a holiday bonus on the following basis:—

*Service with the Company.**Bonus per shift.*

| | |
|-----------------------|-----|
| After one year ... | 29c |
| After two years ... | 31c |
| After three years ... | 32c |
| After four years ... | 33c |
| After five years ... | 27c |

(L) Whenever an apprentice is paid holiday leave pay, he shall be paid a holiday bonus on the following basis:—

In respect of—

- 1st year's service: R10
- 2nd year's service: R15
- 3rd year's service: R20
- 4th year's service: R25
- 5th year's service: R30.

(M) Whenever an employee is paid his holiday leave pay he shall, with the exception of apprentices, be paid one week's additional full pay, calculated in accordance with clause 11 (G), as a holiday bonus, provided that, in the case of employees in grades XII to XVII, 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.

(N) Artisans, leading workers, commissionaires and all employees in grades I to XVII, shall after 10 years' unbroken service, be granted a further one week's additional pay, calculated in accordance with clause 11 (G).

11. JAARLIKSE VERLOF.

(A) Die fabriek moet vir 'n tydperk van 15 opeenvolgende werkdae, wat strek oor Geloftedag, Kersdag en Nuwejaarsdag, sluit.

(B) Die werkewer moet, behoudens die bepalings van sub-klausule (C), aan elke werknemer vir elke volle maand diens gedurende die kalenderjaar een en 'n kwart dag se besoldiging betaal.

(C) (i) Aan alle werknemers moet 15 opeenvolgende werkdae verlof met betaling toegestaan word na die voltooiing van 12 maande ononderbroke diens.

(ii) Sodanige verlof moet in die geval van ander werknemers as ambagsmanne en werknemers in die ingenieurs-, eethuis-, voorraad- en terreinafdeling, gedurende die jaarlikse sluitingstrydperk geneem word.

(iii) Aan ambagsmanne en werknemers in die ingenieurs-, eethuis-, voorraad- en terreinafdeling, moet verlof toegestaan word binne 2 maande na die voltooiing van die jaar diens waarop die verlof betrekking het.

(D) 'n Werknemer wat voor die voltooiing van een jaar diens die maatskappy 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.

(E) As Geloftedag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag of Setlaarsdag binne die verloftydperk in klausule (C) vermeld, val, moet sodanige dag as 'n verdere tydperk van verlof met besoldiging by genoemde tydperk gevoeg word; met dien verstande dat in die geval van die werknemer wat 5 dae in 'n week werk, waar sodanige vakansiedag op die sesde dag van die week val, die bepalings van hierdie klausule nie van toepassing is nie.

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

(G) Die besoldigingskaal vir jaarlikse verlof is die loonskaal wat die werknemer onmiddellik voor sodanige verloftydperk ontvang het, en in die geval van werknemers in grade I tot XVII is dit die gewone besoldigingskaal saam met enige bonus wat aan die werknemer op die datum waarop sodanige verlof aan hom toeval, betaalbaar mag wees; met dien verstande dat in geval van die werknemer wat 5 dae in 'n week werk, waar sodanige vakansiedag op die sesde dag van die week val, die bepalings van hierdie klausule nie van toepassing is nie.

(H) Die tydperk van sodanige verlof mag nie saamval met enige tydperk waarin die werknemer se diens ingevolge klausule 22 opgesê is, of met enige tydperk van siekterverlof ingevolge klausule 13 of enige tydperk waarin hy militêre opleiding ondergaan nie.

(I) By die toepassing van hierdie klausule word daar geag dat "diens" enige tydperk of typerke insluit wanneer 'n werknemer—

- (i) met verlof kragtens klausule 11 afwesig is;
- (ii) verplig is om militêre opleiding te ondergaan;
- (iii) op las of op versoek van sy werkewer van sy werk afwesig is;
- (iv) met siekterverlof ingevolge klausule 13 afwesig is;

(v) weens besering op diens afwesig is; en wel tot 'n totaal in enige jaar van hoogstens 10 weke ten opsigte van punte (i), (iii), (iv) en (v), plus enige tydperk van militêre opleiding wat hy in dié jaar ondergaan het.

(J) Werknemers wat kragtens klausule 13 of as gevolg van besering op diens afwesig is gedurende die tydperk waner die fabriek gesluit is en wat op jaarlikse verlof gedurende hierdie tydperk geregtig is, moet hulle jaarlikse verlof neem binne 2 maande na hulle terugkeren tot hul werk.

(K) Wanneer 'n ambagsman sy verlofbesoldiging betaal word, moet hy ten opsigte van elke gewone skof wat hy gewerk het en vir dié wat hy nie gewerk het nie maar waaryoor hy 'n mediese sertifikaat ingediend het, 'n vakansiebonus op die volgende grondslag ontvang:—

| <i>Diens by die Maatskappy.</i> | <i>Bonus per skof.</i> |
|---------------------------------|------------------------|
| Na een jaar | 29c |
| Na twee jaar | 31c |
| Na drie jaar | 32c |
| Na vier jaar | 33c |
| Na vyf jaar | 27c |

(L) Wanneer 'n vakleerling verlofbesoldiging betaal word, moet hy 'n vakansiebonus op die volgende grondslag betaal word:—

- Ten opsigte van—
- die eerste jaar diens: R10
- die 2de jaar diens: R15
- die 3de jaar diens: R20
- die 4de jaar diens: R25
- die 5de jaar diens: R30

(M) Wanneer 'n werknemer sy verlofbesoldiging betaal word moet hy uitgesonderd vakleerlinge, 'n addisionele betaling vir een volle week, bereken ooreenkomsdig klausule 11 (G), as 'n verlofbonus betaal word, met dien verstande dat in die geval van werknemers in grade XII tot XVII, die werkewer hom die reg voorbehou om te reël dat die betrokke bedrag op 'n pro rata grondslag in die weeklike verdienste van sodanige werknemers opgemeen word.

(N) Ambagsmanne, spanleiers, portiers en alle werknemers in grade I tot XVII moet, na 10 jaar ononderbroke diens, 'n verdere addisionele betaling vir een week, bereken ooreenkomsdig klausule 11 (G), toegestaan word.

12. PUBLIC HOLIDAYS AND SUNDAYS.

(A) An employee shall be entitled to and be granted paid leave on New Year's Day, Good Friday, Easter Monday, Ascension Day, Settlers' Day, Day of the Covenant and Christmas Day, when payment shall be made at the ordinary rate of remuneration together with any bonus that may be payable to the employee; provided that an employee may be required to work on 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 above provision 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) Whenever an employee, other than a commissioner or guard, works on a Sunday, the employer shall either pay to such employee—

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

(ii) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday.

(iii) notwithstanding the provisions of (i) and (ii) hereof, where the employer provides 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 the prescribed rate for the period actually worked.

13. 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 compensable 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 clause 11 (I).

14. 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.

15. LONG SERVICE BENEFITS.

(A) The employer shall give a long service bonus to each of his employees in the undermentioned grades upon completion of the required service as and at December, 31st, on the following basis:—

| | Artisans, Leading Workers, Commis- sionaires and Employees in Grades I to VII. | Employees in Grades VIII to XI. | Employees in Grades XII to XVII. |
|--|--|---|--|
| | 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 |

12. OPENBARE VAKANSIEDAE EN SONDAE.

(A) 'n Werknemer is geregtig op verlof met besoldiging op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Setlaarsdag, Geloftedag en Kersdag en sodanige verlof moet aan hom toegstaan word en betaling vir sodanige verlof moet geskied teen die besoldigingskaal tesame met enige bonus wat aan die werknemer betaalbaar mag wees; met dien verstande dat van 'n werknemer vereis kan word om op sodanige dag te werk; voorts met dien verstande dat in die geval van 'n werknemer wat 5 dae in 'n week werk, waar sodanige vakansiedag op die sesde dag van die week val, bogenoemde bepalings nie van toepassing is nie.

(B) As daar van 'n werknemer vereis word om op enigeen van die genoemde openbare vakansiedae 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.

(C) Wanneer 'n werknemer, uitgesonderd 'n portier of wag, op 'n Sondag werk, moet die werkewer dié werknemer—

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

(ii) as hy aldus langer as vier uur werk, minstens dubbelsy gewone besoldigingskaal ten opsigte van die totale tydperk op dié Sondag gewerk, of besoldiging van minstens dubbelsy gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word.

(iii) ondanks die bepalings van (i) en (ii) hiervan moet 'n werknemer, as die werkewer aan hom werk verskaf om die werknemer 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, dubbelsy voorgeskrewe besoldiging ontvango.

13. SIEKTEVERLOF.

(A) 'n Werkewer moet aan sy 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 waaroor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is)—

(i) in die geval van 'n werknemer wat 6 dae in 'n week werk, altesaam 12 werkdae; en

(ii) in die geval van 'n werknemer wat 5 dae in 'n week werk, altesaam 10 werkdae;

siekteverlof verleen gedurende enige jaar diens by hom en moet hy 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 werkewer kan eis dat die werknemer 'n sertifikaat wat deur 'n geregistreerde mediese praktisy onderteken is, moet toon, wat die aard en duur van die werknemer se siekte vermeld ten opsigte van elke tydperk van afwesigheid waaroor besoldiging geëis word; en voorts met dien verstande dat waar 'n skema vir oplopende siekterlof volgens ooreenkoms tussen die werkewer en die vakvereniging ingestel is waartoe die werknemer hoogstens die bedrag mag bydra wat deur die werkewer 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 bestaande bepalings vir die werknemer is nie, die bepalings van hierdie klousule nie van toepassing is nie.

(B) By die toepassing van hierdie klousule, het die uitdrukking "diens" dieselfde betekenis as in klousule 11 (I).

14. MEDIËSE 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 reëls van die skema onderworpe.

15. VOORDELE VIR LANG DIENS.

(A) Die werkewer moet 'n bonus vir lang diens aan elkeen van sy werknemers in onderstaande grade na voltooiing van die vereiste diens op 31 Desember, op die volgende grondslag toestaan:—

| | Ambags- manne, span- leiers, portiers en werk- nemers in grade I tot VII. | Werk- nemers in grade VIII tot XI. | Werk- nemers in grade XII tot XVII. |
|---|---|--|---|
| | 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 en langer, maar minder as 15 jaar..... | 52.00 | 39.00 | 26.00 |
| (iii) Vyftien jaar diens en langer, maar minder as 20 jaar..... | 78.00 | 58.50 | 39.00 |
| (iv) Twintig jaar diens en langer | 104.00 | 78.00 | 52.00 |

provided that the bonus shall be reduced pro rata for any absence from work except as is provided for in clauses 11, 12 and 13 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 Wife Tax) and the General Tax, payable by a labourer or an employee in grades XII to XVII, in terms of the Native Taxation and Development Act, 1925 (as amended by Act 38 of 1958), after completion by the employee of five calendar years unbroken services, provided that:—

- (i) The Local Tax (or Wife Tax), does not exceed R1 per wife, for a maximum of two wives; and
- (ii) the General Tax does not exceed R3.50.

(C) Employees in grades XII to XVII and labourers, may be allowed a period of absence up to three months in any one year which shall be reckoned in calculating unbroken service.

16. 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 as laid down in clause 4; provided that should the stoppage be for a period of less than one week a pro rata amount may be paid.

17. 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.

18. 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.

19. PROPORTION OR RATIO.

(A) The employer shall employ a qualified factory clerk before he may employ an unqualified factory clerk, and he shall employ not less than one qualified factory clerk for each unqualified factory clerk.

(B) An unqualified factory clerk who receives not less than the wage prescribed in clause 4 for a qualified factory clerk, may be deemed to be a qualified factory clerk.

20. 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 authorised banking account 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.

21. 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 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-clause (A) hereof, the employer shall pay, or the employee shall 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-clause (B) of this clause, 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-clause any payment which may be due to an employee in terms of sub-clause (D) of clause 11 of this Agreement, shall also be regarded as a benefit in the process of accrual.

Met dien verstande dat die bonus na verhouding verminder moet word vir enige afwesigheid van werk, uitgesondert soos bepaal in klousules 11, 12 en 13 en vir korttyd, wanneer daar nie van die werknemer vereis word om te werk nie.

(B) Die werkgewer moet 'n bedrag gelyk aan die Plaaslike Belasting (of Vrouebelasting) en die Algemene Belasting, betaalbaar deur 'n arbeider of 'n werknemer in grade XII tot XVII ingevolge die Naturelle Belasting en Ontwikkelingwet, 1925 (soos gewysig by Wet No. 38 van 1958), na voltooiing van 5 kalenderjare ononderbroke diens deur die werknemer, met dien verstande dat:—

- (i) die Plaaslike Belasting (of Vrouebelasting) hoogstens R1 per vrou is, vir hoogstens twee vrouens, en
- (ii) die Algemene Belasting R3.50 nie te bove gaan nie.

(C) Werknemers in grade XII tot XVII en arbeiders mag toegelaat word om in enige jaar vir 'n tydperk van 3 maande afwesig te wees, en hierdie tydperk moet by die berekening van ononderbroke diens in ag geneem word.

16. BETALING VAN LONE INGEVAL VAN BRAND.

Die werkgewer moet aan alle werknemers wat weens brand sonder werk raak die bedrag van een week se loon, soos bepaal in klousule 4, betaal; met dien verstande dat as hulle vir 'n tydperk van minder as een week sonder werk is, 'n pro rata-bedrag betaal mag word.

17. OORPAKKE EN BESKERMENDE KLERE.

Die werkgewer 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.

18. VERBOD OP DIE INDIENSNEMING VAN ENIGIEMAND ONDER DIE OUDERDOM VAN 15 JAAR.

'n Werkgewer mag niemand wat jonger is as 15 jaar in diens neem nie.

19. GETALSVERHOUDING.

(A) Die werkgewer moet 'n gekwalificeerde fabrieksklerk in diens neem voordat hy 'n ongekwalificeerde fabrieksklerk in diens mag neem en hy moet minstens een gekwalificeerde fabrieksklerk vir elke ongekwalificeerde fabrieksklerk in diens hê.

(B) 'n Ongekwalificeerde fabrieksklerk wat minstens die loon ontvang wat in klousule 4 vir 'n gekwalificeerde fabrieksklerk voorgeskryf word, mag as 'n gekwalificeerde fabrieksklerk geag word.

20. VAKVERENIGING.

(A) Die werkgewer moet die Durban Rubber Industrial Union erken en gedurende die geldigheidsduur van hierdie Ooreenkoms alle onderhandelings oor diensvooraardes, soos gedeck deur hierdie Ooreenkoms, met die Durban Rubber Industrial Union voer.

(B) Die werkgewer moet van die lone of salarisse van werknemers die bedrag aan ledegeld aan die Durban Rubber Industrial Union betaalbaar, aftrek en die bedrag wat elke maand ingevorder word per thek in die gemagtigde bankrekening van die Vereniging inbetaal.

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

21. BEËINDIGING VAN DIENSKONTRAK.

(A) Behoudens—

- (i) die reg van 'n werkgewer of werknemer om op enige regsdigde grond die kontrak sonder opseggig te beëindig; of
- (ii) die bepalings van enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n diensopseggingstermyn wat vir albei ewe lank en langer as 1 week is;

moet 'n werkgewer en sy werknemer gedurende die eerste maand diens minstens 24 uur en daarna minstens een week kennis gee van sy voorneme om die dienskontrak te beëindig.

(B) Ingeval 'n werkgewer of 'n werknemer nalaat om kennis te gee soos in subklousule (A) hiervan bepaal, moet die werkgewer of die werknemer onderskeidelik die volgende betaal of verbeur:—

- (i) In die geval van 'n werknemer wat nie meer as een maand diens by die betrokke werkgewer voltooi het nie, indien hy 6 dae in 'n week werk, een-sesde van die weekloon, en indien hy 5 dae in 'n week werk, een-vyfde van die weekloon, wat dié werknemer onmiddellik voor die datum van sodanige diensbeëindiging ontvang het;
- (ii) in die geval van 'n werknemer wat meer as een maand diens by die betrokke werkgewer voltooi het, die weekloon wat dié werknemer onmiddellik voor die datum van sodanige diensbeëindiging ontvang het.

(C) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die werkgewer, as geld wat hy by wyse van loon aan die werknemer skuld, onvoldoende om die volle verbeurde bedrag in subklousule (B) van hierdie klousule vermeld, 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 opgeloop het, terug te hou. By die toepassing van hierdie subklousule moet enige besoldiging wat ooreenkomsdig subklousule (D) van klousule 11 van hierdie Ooreenkoms aan 'n werknemer verskuldig mag wees, ook bekhou word as 'n voordeel wat aan die oploop is.

(D) When an agreement is entered into in terms of sub-clause (A) (ii) of this clause, 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 clause 11, or sick leave in terms of clause 13, or during any period of military training.

(F) An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service, showing the full names of the employer and his 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.

22. EXEMPTIONS.

(A) The Council may grant to or in respect of any employee, exemption from any of the provisions of this Agreement.

(B) 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.

(C) 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 the exemption shall operate.

(D) The Secretary of the Council shall—

- (a) number consecutively all licences; and
- (b) retain a copy of each licence issued.

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

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

23. 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.

J. C. BOLTON, *Chairman.*
H. MALLANDAIN, *Vice-Chairman.*
M. MOODIE, *Secretary.*

30th November, 1962.

No. 1543.] [4 October 1963.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

RUBBER MANUFACTURING INDUSTRY.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of subsection (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Rubber Manufacturing Industry, published under Government Notice No. 1542 of the 4th October, 1963, 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,
Deputy-Minister of Labour.

(D) As 'n ooreenkoms kragtens die bepalings van subklousule (A) (ii) van hierdie klousule gesluit word, moet die betaling of verbeurting in plaas van diensopsegging eweredig wees aan die tydperk van diensopsegging waaroor daar ooreengekom is.

(E) Die diensopsegging in subklousule (A) vermeld, loop vanaf die dag waarop dit gegee is; met dien verstande dat die diensopseggingstydperk nie mag saamval met en dat kennis nie gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof kragtens klousule 11 of siekteleof kragtens klousule 13, of gedurende enige tydperk van militêre opleiding nie.

(F) Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkewer aan sy werknemer, uitgesonder 'n los werknemer, 'n dienssertifikaat uitrek waarin die volle name van die werkewer en sy werknemer, die betrekking van die werknemer, die aansangs- en beëindigingsdatum van die kontrak en die besoldigingskaal ten tyde van die datum van sodanige beëindiging aangegee word.

22. VRYSTELLINGS.

(A) Die Raad mag aan of ten opsigte van enige werknemer vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.

(B) Die Raad stel die voorwaardes vas 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, verloop het of nie.

(C) Die Sekretaris van die Raad moet aan elke persoon wat ooreenkomsdig die bepalings van hierdie klousule vrygestel word, 'n sertifikaat uitrek 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.

(D) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, agtereenvolgens nommer; en
- (b) 'n afskrif hou van elke sertifikaat wat uitgereik is.

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

(F) Die werkewer moet die bepalings nakom van enige vrystellingsertifikaat wat kragtens hierdie klousule uitgereik word.

23. TOEPASSING VAN OOREENKOMS.

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

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

Die Nywerheidsraad vir die Rubbenywerheid (Durban).

J. C. BOLTON, *Voorsitter.*
H. MALLANDAIN, *Ondervoorsitter.*
M. MOODIE, *Sekretaris.*

Durban, 30 November 1962.

No. 1543.] [4 Oktober 1963.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

RUBBERNYWERHEID.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Rubbenywerheid, gepubliseer by Goewernementskennisgewing No. 1542 van 4 Oktober 1963 oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereel word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 1544.] [4 October 1963.

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.

RUBBER MANUFACTURING INDUSTRY.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of sub-regulation (1) of regulation 4 of the regulations published under War-Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Rubber Manufacturing Industry, published under Government Notice No. 1542 of the 4th October, 1963.

M. VILJOEN,

Deputy-Minister of Labour.

No. 1544.]

[4 Oktober 1963.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEПUBLISEER BY OORLOGS-MAATREËL NO. 43 VAN 1942, SOOS GEWYSIG.

RUBBERNYWERHEID.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby krägtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskry word in die Ooreenkoms vir die Rubbernywerheid wat by Goewermentskennisgewing No. 1542 van 4 Oktober 1963, gepubliseer is.

M. VILJOEN,

Adjunk-minister van Arbeid.

GEOLOGICAL MAP OF THE UNION

Scale 1/1,000,000 (4 sheets)

PRICE R2.00 per set

OBtainable from the GOVERNMENT PRINTER, PRETORIA and CAPE TOWN

GEOLOGIESE KAART VAN DIE UNIE

Skaal 1/1,000,000 (4 dele)

PRYS R2.00 per stel

VERKRYGBAAR BY DIE STAATSDRUKKER, PRETORIA en KAAPSTAD

TELEGRAPH TARIFFS**INLAND TELEGRAMS — (South Africa, Basutoland, Swaziland and South West Africa):—****Ordinary:—**

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

INTERTERRITORIAL TELEGRAMS—**Ordinary to:—****Federation of Rhodesia and Nyasaland:—**

| | |
|---------------------------------|-----|
| For first 12 words or less..... | 36c |
| For each additional word..... | 3c |

Mozambique:—

| | |
|---------------------------------|-----|
| For first 12 words or less..... | 30c |
| For each additional word..... | 2½c |

TELEGRAAFTARIEWE**BINNELANDSE TELEGRAMME.—(Suid-Afrika, Basoe-toland, Swaziland en Suidwes-Afrika):—****Gewone:—**

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

INTERTERRITORIALE TELEGRAMME:—**Gewone na:—****Federasie van Rhodesië en Njassaland:—**

| | |
|-------------------------------------|-----|
| Vir eerste 12 woorde of minder..... | 36c |
| Vir elke bykomende woorde..... | 3c |

Mosambiek:—

| | |
|-------------------------------------|-----|
| Vir eerste 12 woorde of minder..... | 30c |
| Vir elke bykomende woorde..... | 2½c |

Use the . . .

Post Office Savings Bank

which provides

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

**Deposits in ordinary accounts earn interest at
2½% per annum**

**Amounts invested in Savings Bank Certificates
earn 4% per annum**

R20,000 may be invested in Savings Bank Certificates

OPEN AN ACCOUNT TODAY !

Maak gebruik van die . . .

Posspaarbank !

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

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

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

R20,000 kan in Spaarbanksertifikate belê word

OPEN VANDAG 'N REKENING !

Publications

issued by the GOVERNMENT PRINTER deal with various subjects of great interest to Businessmen, Industrialists, Farmers, Attorneys, Teachers and the Public in General

These publications include the following :—

- ★ Official Year Book of South Africa
- ★ Mineral Resources of South Africa
- ★ Die Afrikaanse Woordeboek
- ★ Ethnological Publications
- ★ Archives Year Book for South African History
- ★ Commerce and Industry (Monthly)

Also

- Geological Publications
- Acts and Regulations
- Maps
- Statistical Reports
- Wage Determinations
- Reports of Select Committees
- Departmental Reports (Annual)
- Commission Reports, etc.

Further particulars regarding these publications and prices are obtainable from the GOVERNMENT PRINTER, Pretoria or Cape Town

Publikasies

wat deur die STAATSDRUKKER uitgegee word,
handel oor 'n verskeidenheid van onderwerpe
wat vir Boere, Prokureurs, Onderwysers,
Besigheidsmense, Nyweraars en die Algemene
Publiek van groot belang is

Hierdie publikasies sluit die volgende in :—

- ★ Offisiële Jaarboek van Suid-Afrika
- ★ Delfstowwe van Suid-Afrika
- ★ Die Afrikaanse Woordeboek
- ★ Etnologiese Publikasies
- ★ Argiefjaarboek van Suid-Afrikaanse Geskiedenis
- ★ Handel en Nywerheid (Maandeliks)

Asook

- Geologiese Publikasies
- Wette en Regulasies
- Landkaarte
- Statistiese Verslae
- Loonvasstellings
- Gekose Komitee Verslae
- Departementele Verslae (Jaarliks)
- Kommissie Verslae, ens.

Verdere besonderhede en pryse aangaande hierdie publikasies is verkrybaar van die STAATSDRUKKER, Pretoria of Kaapstad

POSTAGE RATES

From South Africa to other Countries, excluding Countries of the African Postal Union.

Surface Mail.

| | |
|------------------------|---|
| Letters..... | 5c for the first oz., 3½c for each additional oz. |
| Postcards..... | 3½c each. |
| Newspapers..... | 1½c per 2 oz. |
| Printed Papers..... | 1½c per 2 oz. |
| Commercial Papers..... | 1½c per 2 oz. with a minimum of 5c. |
| Samples..... | 1½c per 2 oz. with a minimum of 2½c. |

Air Mail.

| Country of Destination. | Letters per $\frac{1}{2}$ ounce. | Post- cards each. | Aero- grammes each. | Second- class mail, per $\frac{1}{2}$ oz. |
|---|-------------------------------------|-------------------------|---------------------------|--|
| AFRICA.—(Excluding countries of the African Postal Union) | 10 | 5 | 5 | 4 |
| Mauritius, Reunion, Seychelles, Zanzibar | 10 | 5 | 5 | 4 |
| EUROPE.— | | | | |
| (a) United Kingdom, Northern Ireland, Republic of Ireland, Cyprus and Malta | 12½ | 7 | 5 | 5 |
| (b) All other countries, including the Union of Soviet Socialist Republics and islands in the Mediterranean Sea except Cyprus and Malta | 15 | 7½ | 5 | 6 |
| (c) Azores, Canary Islands, Cape Verde Islands, Iceland, Madeira | 15 | 7½ | 5 | 6 |
| NEAR EAST.— | | | | |
| Bahrain Islands, Dubai, Iran, Iraq, Israel, Jordan (Hashemite Kingdom of), Kuwait, Lebanon, Muscat, Saudi Arabia, Sharjah, Syria, Turkey | 12½ | 7 | 5 | 5 |
| AMERICA.— Canada, United States of America, Central and South America | 22½ | 12 | 10 | 10 |
| AUSTRALASIA.— | | | | |
| Australia, New Zealand..... | 25 | 12½ | 10 | 10 |
| PACIFIC.— | | | | |
| Islands in the Northern and Southern Pacific Ocean not mentioned elsewhere | 25 | 12½ | 10 | 10 |
| EASTERN COUNTRIES.— | | | | |
| (a) Afghanistan, Burma, Ceylon, India, Pakistan, Thailand, Tibet | 17½ | 9 | 5 | 7½ |
| (b) Brunei, China, Cocos Islands, Formosa, Hong Kong, Indonesia, Korea, Macao, Malaya (Federation of), Manchuria, North Borneo, Philippines, Sarawak, Timor | 22½ | 12 | 10 | 10 |
| (e) Japan..... | 25 | 12½ | 10 | 10 |

(A detailed list, pamphlet PB. 7, is obtainable free of charge from all post offices.)

POSTARIEWE

Van Suid-Afrika na ander lande, behalwe lande van die Posunie van Afrika.

See- or Landpos.

| | |
|-------------------|--|
| Briewe..... | 5c vir die eerste ons, 3½c vir elke bykomende ons. |
| Poskaarte..... | 3½c elk. |
| Nuusblaarie..... | 1½c per 2 onse. |
| Drukwerk..... | 1½c per 2 onse. |
| Handelstukke..... | 1½c per 2 onse, met 'n minimum van 5c. |
| Monsters..... | 1½c per 2 onse, met 'n minimum van 2½c. |

Lugpos.

| Land van Bestemming | Briewe per $\frac{1}{2}$ ons. | Pos- kaarte elk. | Lug- briewe elk. | Tweede- klas- stukke per $\frac{1}{2}$ ons. |
|---|----------------------------------|------------------------|------------------------|---|
| AFRIKA.—(Behalwe lande van die Posunie van Afrika) | 10 | 5 | 5 | 4 |
| Mauritius, Reunion, Seychelle, Zanzibar | 10 | 5 | 5 | 4 |
| EUROPA.— | | | | |
| (a) Verenigde Koninkryk, Noord-Ierland, Republiek Ierland, Cyprus en Malta | 12½ | 7 | 5 | 5 |
| (b) Alle ander lande, met inbegrip van die Unie van Sosialistiese Sowjetrepublieke en eilandene in die Middellandse See, behalwe Cyprus en Malta | 15 | 7½ | 5 | 6 |
| (c) Azore, Kanariese Eilande, Kaap-Verdiense Eilande, Ysland, Madeira | 15 | 7½ | 5 | 6 |
| Nabye Ooste.— | | | | |
| Bahreineilande, Debai, Iran, Irak, Israel, Jordanië (Hasjimitiese Koninkryk), Koeweit, Libanon, Maskat, Saoedi-Arabië, Sjarja, Sirië, Turkye | 12½ | 7 | 5 | 5 |
| AMERIKA.— | | | | |
| Kanada, Verenigde State van Amerika, Sentraal- en Suid-Amerika | 22½ | 12 | 10 | 10 |
| AUSTRALASIË.— | | | | |
| Australië, Nieu-Seeland..... | 25 | 12½ | 10 | 10 |
| STILLE OSEAAN.— | | | | |
| Eilandene in die Noordelike en Suidelike Stille Oseaan nie elders genoem nie | 25 | 12½ | 10 | 10 |
| OOSTERSE LANDE.— | | | | |
| (a) Afganistan, Birma, Ceylon, Indië, Pakistan, Thailand, Tibet | 17½ | 9 | 5 | 7½ |
| (b) Brunei, Sjina, Kokoseilande, Formosa, Hongkong, Indonesië, Korea, Macao, Maleise Federasie, Mansjoerye, Noord-Borneo, Filippyne, Sarawak, Timor | 22½ | 12 | 10 | 10 |
| (c) Japan..... | 25 | 12½ | 10 | 10 |

(Nadere besonderhede word vervat in die pamphlet PB. 7 wat by alle poskontore verkrybaar is.)

Buy National Savings Certificates
Koop Nasionale Spaarsertifikate