

Republic of South Africa

Republiek van Suid-Afrika



Government Gazette

Buitengewone Extraordinary Staatskoerant

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

(REGULATION GAZETTE No. 853)

Price 10c Prys
Overseas 15c Oorsee
POST FREE - POSVRY

(REGULASIEKOERANT No. 853)

VOL. 28.]

PRETORIA, 6 OCTOBER 1967.
6 OKTOBER

[No. 1866.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1599.]

[6 October 1967.

INDUSTRIAL CONCILIATION ACT, 1956.

RUBBER MANUFACTURING INDUSTRY.

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the schedule hereto and which relates to the Rubber Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 3 years from the said second Monday, on the employer who and the trade union which entered into the said Agreement and upon the employees who are members of the said union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 A and B, 2, 8 B (iv) and 19 A and B, shall be binding from the second Monday after the date of publication of this notice and for the period ending 3 years from the said second Monday, on all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the area occupied by Dunlop South Africa Ltd, in the Magisterial District of Durban; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the area occupied by Dunlop South Africa Ltd, in the Magisterial District of Durban and from the second Monday after the date of publication of this notice and for the period ending 3 years from the said second Monday, the provisions of the said Agreement excluding those contained in clauses 1 A and B, 2, 8 B (iii) and (iv), 14 and 19 shall *mutatis mutandis* be binding on all Bantu employed in the said industry by the employers on whom any of the said provisions are binding in respect of employees and on those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1599.]

[6 Oktober 1967.

WET OP NYWERHEIDSVERSOENING, 1956.

RUBBERNYWERHEID.

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die bylae hiervan verskyn en op die Rubbertywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 3 jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vakvereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 A en B, 2, 8 B (iv) en 19 A en B, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 3 jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebied geokkupeer deur Dunlop South Africa Ltd, in die landdrosdistrik Durban; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 A en B, 2, 8 B (iii) en (iv), 14 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 3 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 Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE DURBAN RUBBER INDUSTRY.

AGREEMENT

entered into in accordance with the provisions 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. 1542 of 4 October 1963.

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.

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 3 years from that date or for such other period as may be determined by him.

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;

"apprentice" means a person employed under a contract of apprenticeship recognised by the Council;

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

"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 H to O;

"commissionaire" 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 S.A. Noodhulpliga;

"Council" means the Durban Rubber Industrial Council;

"day" means the period of 24 hours calculated from the time the employee commences work;

"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;

"gang section leader" means an employee, who whilst performing the duties applicable to his job grade, supervises the work of at least 4 employees in classes of work scheduled in, or below, his job grade and carries an award of 2c per hour above his job grade.

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

"grade A employee" means an employee employed in the following capacity: Fabric calender machine operator;

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

(1) Tread extruding machine operator;

(2) 8" tube extruding machine operator;

"grade C employee" means an employee engaged in the following capacity: Final viewing of aero covers;

"grade D employee" means an employee engaged in the following capacity: Building aero covers on 20/30 machines;

BYLAE.

NYWERHEIDSRAAD VIR DIE DURBANSE RUBBER-NYWERHEID.

OOREENKOMS

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

Dunlop South Africa Limited

(hieronder "die werkgewer" 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 Rubberywerheid, om die ooreenkoms wat tussen die partye gesluit en by Goewermentskennisgewing No. 1542 van 4 Oktober 1963 gepubliseer is, te vervang.

1. TOEPASSINGSBESTEK.

A. Die bepalings van hierdie Ooreenkoms moet nagekom word deur die werkgewer en deur al die werknemers in diens in die Nywerheid, wat lede van die vakvereniging is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

B. Die Ooreenkoms is van toepassing op die gebied wat tans deur die werkgewer geokkupeer word en in die landdrostdistrik Durban geleë is.

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

2. GELDIGHEDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag vasstel en bly van krag vir 'n tydperk van 3 jaar vanaf daardie datum of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWINGS.

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

"Wet" die wet op Nywerheidsversoening, 1956;

"vakleerling" iemand wat in diens is ooreenkomstig 'n kontrak wat deur die Raad erken word;

"ambagsman" 'n werknemer wat werk doen wat in die reël deur 'n geskoolde ambagsman verrig word en by die toepassing van hierdie woordomskriving beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n bekwaamheidsertifikaat wat die Registrateur van Vakleerlinge ingevolge of artikel 2 (7) of artikel 7 (3) van die Wet op Opleiding van Ambagsmante, 1951, aan hom uitgereik het;

"assistent-hoofindoe" 'n werknemer wat uitsluitlik die indoea 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-, pomphuis- en koelinstallasiebediener" 'n werknemer wat diens doen as ketel-, pomphuis- en koelinstallasiebediener;

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

"hoofindoe" 'n werknemer wat onder die toesig van die personeelbestuurder daarvoor verantwoordelik is dat die algemene dissipline oor hekwagte, terreinwagte en werknemers in grade H tot O gehandhaaf word;

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

"Raad" die Nywerheidsraad vir die Durbanse Rubberywerheid;

"dag" die tydperk van 24 uur bereken vanaf die tyd waarop die werknemer begin werk;

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

"spanseksieleier" 'n werknemer wat, terwyl hy die werk verrig wat op sy werkgraad van toepassing is, toesig hou oor die werk van minstens 4 werknemers in klasse werk wat in of laer as sy werkgraad ingelys is;

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

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

"graad B-werknemer" 'n werknemer in diens as 'n bediener van een of albei van die volgende masjiene:—

(1) Loopvlakuitdrukmasjiene;

(2) 8"-binnebanduitdrukmasjiene.

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

"graad D-werknemer" 'n werknemer wat in diens is vir die vervaardiging van vliegtuigbuitebande op 20/30-masjiene.

"grade E employee" means an employee engaged in 1 or more of the following operations or capacities:—

- (1) Tester in mill room;
- (2) final viewing of products, other than tubes and aero;
- (3) table operator on belt making;
- (4) strip calender machine operator;
- (5) inspect and repair aero covers;
- (6) viewing car and giant covers after finishing;
- (7) building truck covers on 20/30 machines;
- (8) building truck covers on NRM.59 machines;
- (9) building earthmover covers on 20/30 machines;
- (10) building earthmover covers on No. 51/52 machines;
- (11) stores assistant;
- (12) shaping and curing in the 120" steam kettle;

"grade F employee" means an employee engaged in 1 or more of the following operations or capacities:—

- (1) 17" and 24" profile calender machine operator;
- (2) operator on belt press;
- (3) press moulding covers other than cycle covers and cushion covers;
- (4) building covers on NRM.60 machines;
- (5) building radial ply covers on T4 MR machines;
- (6) final viewing of motor tubes;
- (7) curing operators on 66" and 88" steam kettles;

"grade G employee" means an employee engaged in the following capacity: Bias cutting machine operator;

"grade H employee" means an employee engaged in 1 or more of the following capacities:—

- (1) Assistant Induna;
- (2) section leader;

"grade J employee" means an employee engaged in 1 or more of the following operations or capacities:—

- (1) Blending powders and rubbers on mill;
- (2) feeding Banbury hoppers;
- (3) first hand in canteen;
- (4) fitting covers and/or airbags in moulds for autoclaves;
- (5) pan loading on autoclaves;
- (6) off-loading coal by grab;
- (7) surgery attendant;
- (8) dipping machine operator;
- (9) checking finished products;

"grade K employee" means an employee engaged in 1 or more of the following operations or capacities:—

- (1) Building covers on 10 A/C and crown-overlap machines;
- (2) former setter on NRM machines;
- (3) weighing out mother-stocks and accelerators for compounds;
- (4) mould changes on car and giant cover presses;
- (5) receiving rubber on 84" smooth mills;
- (6) sheeting out mixes on 84" smooth mills, including returns;
- (7) making and curing truly endless flexicord flat transmission belting;

- (8) instrument chart changer;
- (9) assembling ply components for aero covers;
- (10) classifier in repair section;
- (11) re-rubber aero covers for remould;
- (12) make-up and repair steam fittings;
- (13) rasp covers for S.I.O. machines;

"grade L employee" means an employee engaged in 1 or more of the following operations or capacities:—

- (1) Machine operator, bridge creel machine;
- (2) assembling powders or rubbers in compound room;
- (3) sheeting or strip cutting on mills;
- (4) curing tubes in pots;
- (5) refining rubber by machine, including strip cutting;
- (6) buffing airbags by machine or hand;
- (7) building airbags on mandrel, fitting valves and joining;
- (8) building and valving annular airbags;
- (9) assistant to splicer;
- (10) coating fabric and drying on steam chest;
- (11) bundling and boxing motor or truck tubes;
- (12) making monoband covers;
- (13) curing cycle covers;
- (14) moulding products in daylight press;
- (15) tearing or cutting fabric or linen by machine;
- (16) machine operator, National Standard creel bead machine;
- (17) assemble B.O.M. bladders;
- (18) butt joining, pressing up and fitting valves to tubes other than cycle tubes;
- (19) assembling ply components for motor and truck covers;
- (20) balancing and re-balancing motor covers;
- (21) moulding assistant on autoclaves;
- (22) bagging up car, gaint and aero covers;
- (23) skiving spue by machine from all cured covers other than cycle covers;

"graad E-werknemer" 'n werknemer in diens in een of meer van ondergenoemde werkzaamheden of hoedanigheden:—

- (1) Toetsers in walskamer;
- (2) finale inspeksie van produkte, uitgesonderd binnebande en vliegtuigbuitebande;
- (3) tafelwerker by vervoerbandvervaardiging;
- (4) bediener van 'n strookkalendermasjien;
- (5) inspeksie en herstel van vliegtuigbuitebande;
- (6) inspeksie van motor- en reuse-buitebande ná afwerking;
- (7) vragmotorbuitebande op 20/30-masjiene bou;
- (8) vragmotorbuitebande op NRM-59-masjiene bou;
- (9) stootskrapeerbuitebande op 20/30-masjiene bou;
- (10) stootskrapeerbuitebande op No. 51/52-masjiene bou;
- (11) voorrade-assistent;
- (12) vorming en vulkanisering in die 120"-stoomketel.

"Graad F-werknemer" 'n werknemer in diens in een of meer van ondergenoemde werkzaamheden of hoedanigheden:—

- (1) Bediener van 17"- en 24"-profielkalendermasjiens;
- (2) bediener van bandpers;
- (3) buitebande, uitgesonderd fietsbuitebande en kussinggoortreksels, in vorms pers;
- (4) buitebande op NRM 60-masjiene opbou;
- (5) radiaalaaigbuitebande op T4 MR-masjiene opbou;
- (6) finale inspeksie van motorbinnebande;
- (7) vulkaniseerbedieners by 66"- en 88"-stoomketels.

"graad G-werknemer" 'n werknemer wat in diens is as 'n bediener van 'n skuinssnymasjiens;

"graad H-werknemer" 'n werknemer in diens in een of albei van die volgende hoedanigheden:—

- (1) Assistent-indoena;
- (2) seksieleier.

"graad J-werknemer" 'n werknemer in diens in een of meer van die volgende werkzaamheden of hoedanigheden:—

- (1) Poeier en rubber in 'n wals meng;
- (2) Banbury-tregters voer;
- (3) eerste eethuishulp;
- (4) buitebande en/of vormbinnebande in gietvorms vir outoklawe insit;
- (5) panne op outoklawe laai;
- (6) steenkool met 'n gryper aflaai;
- (7) verbandkamerbediener;
- (8) dompelmasjiensbediener;
- (9) afgewerkte produkte nagaan.

"Graad K-werknemer" 'n werknemer in diens in een of meer van die volgende werkzaamheden of hoedanigheden:—

- (1) Buitebande op 10 A/C- en kroonoorslagmasjiene opbou;
- (2) vormersteller op NRM-masjiene;
- (3) moedervoorrade en versnellers vir samestellings afweeg;
- (4) gietvormveranderings aan motor- en reuse-buitebandperse;
- (5) rubber ontvang op 84" gladde walse;
- (6) mengsels op 84" gladde wals in velle uitwals, insluitende terugvoering;
- (7) plat transmissiesnoerband, volkome sonder ent, maak en vulkaniseer;
- (8) instrumentkaart omruil;
- (9) laagbestanddele vir vliegtuigbuitebande bymekaarbring;
- (10) klassifiseerder in herstelafdeling;
- (11) nog rubber aan vliegtuigbuitebande vir hervorming aansit;
- (12) opmaak en herstel van stoomtoebehore;
- (13) buitebande vir S.I.O.-masjiene rasper.

"Graad L-werknemer" 'n werknemer in diens in een of meer van ondergenoemde werkzaamheden of hoedanigheden:—

- (1) Masjiensbediener van 'n brugtolmasjiens;
- (2) poeier of rubber in mengkamer bymekaarbring;
- (3) velle of stroke op walse sny;
- (4) binnebande in ketels vulkaniseer;
- (5) rubber met 'n masjiens raffineer, met inbegrip van stroke sny;
- (6) vormbinnebande met 'n masjiens of met die hand afwerk;
- (7) vormbinnebande op 'n spil opbou, ventiele insit en las;
- (8) ringvormbinnebande opbou en ventiele insit;
- (9) lasserse assistent;
- (10) weefsel bestryk en op stroomkaste droog;
- (11) motor- of vragmotorbinnebande saambind en in kaste verpak;
- (12) monoband-buitebande maak;
- (13) fietsbuitebande vulkaniseer;
- (14) produkte giet in dagliggers;
- (15) weefsel of linne met 'n masjiens skeur of sny;
- (16) masjiensbediener, National Standard-rekkrasmasjiens;
- (17) B.O.M.-blase bymekaarbring;
- (18) stuiklas, vaspers en insit van ventiele aan ander binnebande as fietsbinnebande;
- (19) laagbestanddele vir motor- en vragmotorbuitebande bymekaarmaak;
- (20) motorbuitebande balanseer en herbalanseer;
- (21) vormassistent by outoklawe;
- (22) motor-, reuse- en vliegtuigbuitebande in sakke toemaak;
- (23) braam met 'n masjiens van alle gevulkaniseerde buitebande, uitgesonderd fietsbuitebande, afsny;

- (24) crumb grinding and size grading;
 (25) clean moulds with "Liquematte" machine;
 (26) repair and cure belts in 6 foot press;
 (27) buffing covers for full circle repair;
 (28) buffing and polishing WSW covers;
 (29) handling material or products by electricar, fork-lift truck or mechanical mule;
 (30) operating power sweeper;
 (31) retreading covers for moulding;
 (32) rebatching, slitting and packing repair materials;
 (33) operate 4" G.P. extruder;
 (34) operate radial run-out and simple grading machines;
 (35) viewing uncured covers in making section;
 (36) viewing cured covers, other than cycle covers, in moulding section;
 (37) former setter, other than NRM machines;
 (38) change moulds on cycle covers and all tube presses;
 (39) ticket or label writer;
 (40) assistant to Aero Inspector;
 (41) rasp covers for remould by staple rasper;
 "grade M employee" means an employee engaged in 1 or more of the following operations or capacities:—

- (1) Skiving spue from cycle covers;
- (2) ironing, sealing and washing patches on covers;
- (3) cutting, joining and de-burring cycle wires on semi-automatic machine;
- (4) prepare covers for moulding;
- (5) syphon and extract airbags from cured covers;
- (6) test and lubricate airbags;
- (7) patch, veneer and revalve airbags;
- (8) service operator on 10 A/C machines;
- (9) clean and paint WSW covers;
- (10) decorating and re-assembling formers for cover building;
- (11) assemble and mould airbag valves;
- (12) rasping cured covers by hand or machine;
- (13) spiral wrapping of beads;
- (14) assembling fillers to beads;
- (15) table assistant on belt making;
- (16) build and cure flaps;
- (17) assembling covers on formers by hand;
- (18) making cycle tubes, including extrusion;
- (19) cutting, joining, coiling, grinding, nippling, tinning, rubbering, sizing or degreasing cycle cover wires;
- (20) cutting, profiling and extruding apex core;
- (21) spooling monoband casing and beadwrap material;
- (22) drying material on steam heated dryer;
- (23) cutting or tearing cord materials from scrap by hand or machine;
- (24) size marking;
- (25) rectifying tubes;
- (26) batching materials off calenders, bias cutting machines or extruders;
- (27) checking out part finished products;
- (28) cutting out beads by machine;
- (29) applying rubber or solution to metal parts preparatory to moulding;
- (30) punch valve-hole in tubes and tape joints;
- (31) deflate tubes and fit valve parts;
- (32) build bead spacers;
- (33) repair linings and overalls by machine;
- (34) veneer covers for full circle repairs;
- (35) cure full circle repairs;
- (36) make retreaders curing tubes;
- (37) rectifying out of balance covers;
- (38) buff and solution valves;
- (39) repair cured covers;
- (40) cure rubber rings for BOM presses;
- (41) reclaim and cure airbag valves;
- (42) mixing doughs and solutions in hopper;
- (43) stitch treads, consolidate beads or hot spade joints of raw covers;
- (44) lift operator;
- (45) service operator on NRM machines;
- (46) buff or solution semi-cured chafers by hand or machine;

"grade N employee" means an employee engaged in 1 or more of the following operations or capacities:—

- (1) Skiving spue by hand from cured covers;
- (2) assistants to press and pan moulders;
- (3) filling solution tubes and flasks by machine or hand;
- (4) assembling fillers, chafers or breakers by machine or by hand;
- (5) painting motor and truck covers;
- (6) assembling undertread to tread by hand;
- (7) cutting rubber bales by press;
- (8) making cross cord and repair patches;
- (9) assembling retread or recapping strip;

- (24) krummels maal en volgens grootte gradeer;
 - (25) vorms met 'n Liqueumatte-masjien skoonmaak;
 - (26) bande in 'n 6-voet-pers herstel en vulkaniseer;
 - (27) buitebande afskuur vir herstel in volvorms;
 - (28) WSW-buitebande afskuur en poleer;
 - (29) materiaal of produkte met 'n Electricar, vorkhefswa of voorhaker hanteer;
 - (30) 'n kragaangedrewe opveer bedien;
 - (31) buitebande vir vorming versool;
 - (32) herstel materiaal opnuut bondel, cplits en verpak;
 - (33) 4" G.P.-uitdrukker bedien;
 - (34) radiaaluitloop- en eenvoudige gradeermasjiene bedien;
 - (35) ongevulkaniseerde buitebande in maakafdeling inspekteer;
 - (36) gevulkaniseerde buitebande, uitgesonderd fietsbuitebande, in vormafdeling inspekteer;
 - (37) vormersteller, uitgesonderd NRM-masjiene;
 - (38) vorms op fietsbuiteband- en alle binnebandperse omruil;
 - (39) kaartjie- of etiketskrywer;
 - (40) assistent van lugbuitebandinspekteur;
 - (41) buitebande rasper vir hervorming, met stapelrasper.
- "graad M-werknemer" 'n werknemer in diens in een of meer van die volgende werksaamhede of hoedanighede:—

- (1) Braam van fietsbuitebande afsny;
- (2) lappe op buitebande vasstryk, verseël en was;
- (3) fietsdrade op 'n halfoutomatiese masjien afsny, las en afbaard;
- (4) buitebande voorberei om gevorm te word;
- (5) vormbinnebande uit gevulkaniseerde buitebande uithewel en uithaal;
- (6) vormbinnebande toets en smeer;
- (7) vormbinnebande lap, fineer of ventiele opnuut insit;
- (8) bediener van 10 A/C-masjiene;
- (9) WSW-buitebande skoonmaak en verf;
- (10) kerns uit vormers haal en opnuut vir die opbou van buitebande inmeekaarsit;
- (11) lugsakventiele bymeekaarmaak en vorm;
- (12) gevulkaniseerde buitebande met die hand of masjien rasper;
- (13) spanrande spiraal indraai;
- (14) vullers vir spanrande inmeekaarsit;
- (15) tafelassistent by die maak van bande;
- (16) klappe bou en vulkaniseer;
- (17) buitebande met die hand op vormers inmeekaarsit;
- (18) fietsbinnebande maak, insluitende uitstoting;
- (19) fietsroldraad sny, las, rol, skuur, van nippels voorsien, vertin, met rubber bedek, volgens grootte maak of ghries verwyder;
- (20) Apex-kern sny, profileer en uitdruk;
- (21) monobandbuitebandmateriaal en spanrand indraai en materiaal opdraai;
- (22) materiaal op stoomverhitte droër droogmaak;
- (23) koordmateriaal met die hand of 'n masjien uit afval sny of skeur;
- (24) groottes merk;
- (25) binnebande gelykryg;
- (26) materiaal vanaf kalanders, skuinssnymasjiene of uitdruk-masjiene bondel;
- (27) uitgaande halfklaarprodukte nagaan;
- (28) spanrande met 'n masjien uitsny;
- (29) rubber of rubberlym aan metaaldele vóór vorming aansit;
- (30) ventielgate in binnebande pons en lasplekke bind;
- (31) binnebande afblaas en klepdele insit;
- (32) spanrandspasieerders bou;
- (33) voerings en oorstukke met 'n masjien herstel;
- (34) buitebande fineer om op volvorms herstel te word;
- (35) produkte wat op volvorms herstel is, vulkaniseer;
- (36) vulkaniseerbinnebande vir versolers maak;
- (37) buitebande wat nie balanseer nie, gelykryg;
- (38) ventiele afskuur en met rubberlym bestryk;
- (39) gevulkaniseerde buitebande herstel;
- (40) rubberringe vir BOM-perse vulkaniseer;
- (41) vormbinnebandventiele herwin en vulkaniseer;
- (42) deeg en lym in 'n stortbak meng;
- (43) loopvlakke stik, spanrande konsolideer of lasse van rou-buitebande met 'n warmgraaf behandel;
- (44) hyserbediener;
- (45) bediener van NRM-masjiene;
- (46) halfgevulkaniseerde skaafstroke met die hand of 'n masjien afskuur, of met rubberlym bestryk;

"graad N-werknemer" 'n werknemer in diens in 1 of meer van die volgende werksaamhede of hoedanighede:—

- (1) Braam met die hand van gevulkaniseerde buitebande afsny;
- (2) assistente van pers- en panvormers;
- (3) rubberlymbuisies en -flesse met masjien of die hand volmaak;
- (4) vullers, skaafstrookies of brekers met masjien of die hand inmeekaarsit;
- (5) motor- en vragmotor buitebande verf;
- (6) onderloopvlak aan loopvlak met die hand aansit;
- (7) rubberbale met 'n pers sny;
- (8) kruiskoord- en herstellappe maak;
- (9) versool- of halfversoolstroke aansit;

- (10) wet chalking and lubricating covers and airbags;
- (11) checking out scrap;
- (12) re-batching linings by machine;
- (13) cooling conveyor attendant.

"grade O employee" means an employee engaged in 1 or more of the following duties:—

- (1) Lifting, carrying, moving, stacking or batching;
- (2) removing refuse, ashes or scrap and cleaning premises;
- (3) loading or unloading other than loading or unloading presses;
- (4) making tea or similar beverages, cleaning, washing and carrying in canteen and includes a canteen worker;
- (5) opening or closing boxes, bales or packages;
- (6) assistant to mould changer;
- (7) artisans and service departments labourer;
- (8) placing articles of uniform size and number into containers especially made to contain them;
- (9) stencilling and marking boxes, bales and other packages;
- (10) binding or strapping boxes, bales or other containers, binding or tying up, wrapping in hessian;
- (11) operating a hand hoist;
- (12) feeding and taking off from machine or conveyor other than feeding and taking off from mills or Banbury;
- (13) sorting or handling scrap;
- (14) oiling and greasing machinery;
- (15) cutting up rubber by hand from the bale or rubber compounds;
- (16) trimming rough edges off moulded goods by hand;
- (17) gardening work;
- (18) winding, rewinding and cleaning linings by hand;
- (19) debanding by hand;
- (20) cleaning and washing, other than cleaning linings by machine;
- (21) weighing goods on a set scale;

"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" in relation to grades A to O employees means an employee who has had less than 3 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;

"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 A to O;

"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 in supervision and instruction of grade H employees;

"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 a commissioner;

"S.Q.C. employee" means an employee engaged on statistical quality control observations and reporting;

"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's Ambulance Association or S.A. 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.

- (10) buitebande en lugsakke natbekryt en smeer;
- (11) uitgaande afval nagaan;
- (12) voerings met 'n masjien opnuut bondel;
- (13) bediener van koelvervoerband.

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

- (1) Optel, dra, verskuif, opstapel of saambondel;
- (2) vuilgoed, as of afvalmateriaal verwyder en persele skoonmaak;
- (3) laai of aflaai, uitgesonderd die laai of ontlai van perse;
- (4) tee of dergelike drankke maak, skoonmaak, was en dra in eethuis en dit omvat 'n eethuiswerker;
- (5) kiste, bale of pakke oop- of toemaak;
- (6) assistent van vormveranderaar;
- (7) arbeider in ambagsmans- en diensafdelings;
- (8) artikels van dieselfde grootte en getal in houters verpak wat spesiaal gemaak is om hulle te bevat;
- (9) kiste, bale en ander pakke sjabloneer en merk;
- (10) draad of bande om kiste, bale of ander houters sit, vasbind of vasknoop, in goingsak toedraai;
- (11) 'n handhystoestel bedien;
- (12) masjiene of vervoerbande voer of daarvan afneem, uitgesonderd walse of Banbury voer of daarvan afneem;
- (13) afvalmateriaal sorteer of hanteer;
- (14) masjinerie olie en smeer;
- (15) rubber van bale of van rubbersamestellings met die hand opsnij;
- (16) ru-kante van gevormde goedere met die hand afwerk;
- (17) tuinwerk;
- (18) voerings met die hand opdraai, weer opdraai en skoonmaak;
- (19) spanrande met die hand verwyder;
- (20) skoonmaak en was, uitgesonderd voerings met 'n masjien skoonmaak;
- (21) goedere op 'n gestelde skaal weeg;

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

"onervare persoon," in verband met graad A- tot O-werknemers, 'n werknemer met minder as 3 maande diens in die betrokke graad; met dien verstande dat indien sodanige werknemer se produktiwiteit gedurende dié tydperke meer as 75 persent van die standaardproduktiwiteit was, hy geag moet word 'n werknemer met ondervinding te wees;

"spanleier" 'n werknemer spesiaal as sodanig aangestel wat onder toesig van 'n voorman die verantwoordelijkheid op hom neem vir die doeltreffende verrigting van die werk wat werknemers in graad A tot O doen;

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

"gewone besoldigingskaal" die uurloon 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, kruiwaens en/of fietse, met alle prosesse en werksaamhede daaraan verbonde en dit omvat enige ander soort lugbuiteband of -binneband, tennisballe, vervoer- en transmissiebande, V-bande, rubber-slange, versoolstroke, Dunlopillo, klappe en rubberlym, en ander rubber- of gerubberiseerde goedere;

"seksieleier" 'n werknemer wat uitsluitlik oor graad H-werknemers 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 onklaarraking van geboue veroorsaak deur 'n ongeluk of onvoorsiene noodgeval, of weens 'n swakte in die bedryf of 'n tekort aan grondstowwe;

"terreinwag" 'n werknemer wat onder die toesig van 'n portier, bedags of snags die perseel patrolleer en bewaak;

"s.g.b.-werknemer" 'n werknemer wat belas is met waarnemings in verband met statistiese gehaltebeheer en wat verslag daaroor doen;

"verbandkamerbediener" 'n werknemer wat in die verbandkamer werk en wat in die geval van ongelukke of siekte aan persone wat by die fabriek werk, eerste hulp verleen, en wat 'n eerste hulp sertifikaat, uitgereik deur die Rooikruisvereniging, die St. John-Ambulansvereniging of die S.A. Noodhulpliga besit;

"wetlike vakansiedag" 'n openbare vakansiedag met besoldiging waarop 'n werknemer ingevolge die Wet op Fabriekke, Masjinerie en Bouwerk, 1941, geregtig is;

"buitebandtoetsdrywer" '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 bogenoemde woordomskrivings word 'n werknemer geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. REMUNERATION.

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

Grade.	Day Rate.	Rate per Week.
	Cents per Hour.	R
Charge Hands.....	117.5	52.875
Artisans.....	99.0	44.550
Minor Apprentices—		
First year.....	34.0	15.300
Second year.....	38.0	17.100
Third year.....	44.0	19.800
Fourth year.....	53.0	23.850
Fifth year.....	62.0	27.900
Major Apprentices (21 years of age)—		
First year.....	37.0	16.650
Second year.....	42.0	18.900
Third year.....	48.0	21.600
Fourth year.....	58.0	26.100
Fifth year.....	68.0	30.600
Major Apprentices (22 years of age)—		
First year.....	39.0	17.550
Second year.....	43.0	19.350
Third year.....	50.0	22.500
Fourth year.....	61.0	27.450
Fifth year.....	71.0	31.950
Services Leading Worker.....	97.0	43.650
Fire Services Attendant.....	94.0	42.300
Boiler Pump-house and Refrigeration Attendants.....	72.5	32.625
Leading Worker.....	83.5	37.575
Tyre Test Driver.....	83.5	37.575
Grade A.....	77.5	34.875
Grade B.....	76.0	34.200
Grade C.....	74.5	33.525
Handyman Lorry Driver.....	72.5	32.625
Grade D.....	59.5	26.775
Grade E.....	55.0	24.750
Grade F.....	53.0	23.850
Grade G.....	51.5	23.175
S.Q.C.....	69.0	31.050
Grade H.....	30.5	13.725
Grade J.....	28.5	12.825
Grade K.....	27.5	12.375
Grade L.....	25.5	11.475
Grade M.....	24.5	11.025
Grade N.....	24.0	10.800
Grade O.....	23.5	10.575
Chief Induna.....	50.0	22.500
Security Control—		
Commissionaires.....	73.5	35.280
Gate Guards.....	25.5	12.240
Site Guards.....	24.5	11.760

B. *Differential rates.*—An employer who requires or permits a member of one class of his employees to do, for longer than 1 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 subclause 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 subclause shall not apply where the difference between classes in terms of subclause 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 in subclause A 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 3 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 2 weeks.

4. BESOLDIGING.

A. Die werkgever moet minstens die volgende betaal en die werknemer minstens die volgende ontvang:—

Graad.	Dagloon.	Loon per week.
	Sent per uur.	R
Onderbase.....	117.5	52.875
Ambagsmanne.....	99.0	44.550
Minderjarige vakleerlinge—		
Eerste jaar.....	34.0	15.300
Tweede jaar.....	38.0	17.100
Derde jaar.....	44.0	19.800
Vierde jaar.....	53.0	23.850
Vyfde jaar.....	62.0	27.900
Meerderjarige vakleerlinge (21 jaar oud)—		
Eerste jaar.....	37.0	16.650
Tweede jaar.....	42.0	18.900
Derde jaar.....	48.0	21.600
Vierde jaar.....	58.0	26.100
Vyfde jaar.....	68.0	30.600
Meerderjarige vakleerlinge (22 jaar oud)—		
Eerste jaar.....	39.0	17.550
Tweede jaar.....	43.0	19.350
Derde jaar.....	50.0	22.500
Vierde jaar.....	61.0	27.450
Vyfde jaar.....	71.0	31.950
Spanleier.....	83.5	37.575
Buitebandtoetsdrywer.....	83.5	37.575
Graad A.....	77.5	34.875
Graad B.....	76.0	34.200
Graad C.....	74.5	33.525
Graad D.....	72.5	32.625
Faktotum vragmotordrywer.....	59.5	26.775
Graad E.....	55.0	24.750
Graad F.....	53.0	23.850
Graad G.....	51.5	23.175
S.Q.C.....	69.0	31.050
Graad H.....	30.5	13.725
Graad J.....	28.5	12.825
Graad K.....	27.5	12.375
Graad L.....	25.5	11.475
Graad M.....	24.5	11.025
Graad N.....	24.0	10.800
Graad O.....	23.5	10.575
Veiligheidsbeheer—		
Portiers.....	73.5	35.280
Hekwagte.....	25.5	12.240
Terreinwagte.....	24.5	11.760

B. *Differensiële loon.*—'n Werkgever wat vereis of toelaat dat 'n lid van een klas van sy werknemers langer as altesaam 1 uur of 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 werknemer ten 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 werkgever en sy werknemer uitdruklik anders bepaal word, niks in hierdie Ooreenkoms so uitgelê mag word dat dit 'n werkgever belet om van 'n werknemer te vereis om 'n ander klas werk te verrig waarvoor die voorgeskryfde 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 in subklousule A vir 'n werknemer van sy klas voorgeskryf word.

D. *Loonaansporingskemas.*—Indien die werkgever '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. *Herindiensneming.*—'n Werknemer wat na 'n tydperk van hoogstens 3 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 2 weke besoldiging teen die gewone skaal vir die bepaalde werk ontvang.

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 in 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 subclause (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 A to G and $\frac{1}{2}$ cent per hour in respect of employees in grades H to O, 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 subclause (C) of this clause 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 clauses 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.

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 A to C: 50c per shift.
- Employees in grades D to G: 35c per shift.
- Employees in grade H to O: 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 4A for each full shift worked between Monday and Friday.

8. PAYMENT OF EARNINGS.

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

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

- (i) Premiums in respect of the Dunlop 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 is legally or by any law, ordinance or order of any competent Court, required or permitted to make.

F. Niks in hierdie Ooreenkoms mag die loonskaal verminder nie van 'n werknemer in die Nywerheid wat op die inwerking-tredingsdatum 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 lewenskostoelae wat ingesluit is by die uur-, week- en maandbesoldigingskaal ingevolge klousule 4 hiervan, moet nie minder gunstig wees as die betrokke toelae wat in Oorlogsmaat-reël No. 43 van 1942, soos van tyd tot tyd gewysig, voorgeskryf is nie.

B. Enige wysiging van die betrokke toelae wat in Oorlogs-maatreël No. 43 van 1942, voorgeskryf is, soos in werking op die datum van die inwerkingtreding van hierdie Ooreenkoms, moet in die uur-, week- en maandskaal van alle grade opgeneem word.

C. Behoudens die bepalings van subklousule (A) hiervan moet die lewenskostoelae wat ingevolge klousule 4 by die uur-/week-besoldigingskaal 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 styging of daling van 1.68 punte in die geval van ambagsmanne portiers, spanleiers en werknemers in grade A tot G en met 'n $\frac{1}{2}$ sent per uur ten opsigte van werknemers in grade H tot O; met dien verstande dat indien die besoldiging betaalbaar ingevolge klousule 4 hiervan, verhoog of verminder word deur enige verandering in die toelae wat ingevolge Oorlogsmaatreël 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 subklousule C van hierdie klousule 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 daaglikse grondslag verskil van dié op 'n weeklikse grondslag, die grondslag wat vir 'n werknemer die gunstigste is, van toepassing is.

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 A tot C: 50c per skof.
- Werknemers in grade D tot G: 35c per skof.
- Werknemers in grade H tot O en arbeiders: 15c per skof.

B. 'n Werknemer wat op die grondslag van 3 skofte van 7½ uur elk werk, moet 'n skoftoelae van 1½ uur se besoldiging teen die skaal bepaal in klousule 4A 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 dié voor die gewone betaaldag val, in kontant of per tjek betaal word.

B. 'n Werknemer moet ten opsigte van 'n week minstens die volle weekloon in klousule 4 A 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 vakverenigingfondse.
- (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 werkgever regtens of kragtens of ingevolge 'n wet, ordonansie of bevel van enige bevoegde hof verplig of toegelaat word om af te trek.

(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 24 hours' notice in the case of short time arising out of temporary slackness of trade or shortage of raw materials or staggered shut-down or start-up for the annual holidays;

(b) the employer shall give 1 hours' 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 5 days of the week from Monday to Friday and shall not exceed 9 hours on any 1 day.

B. The ordinary hours of work of all employees on the 3 7½-hour shift basis shall be 42½ hours per week on the morning shift or 37½ per week on the afternoon and night shifts and shall not exceed 7½ hours on any 1 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 1 week and shall include a Sunday as required.

D. The ordinary hours of work of employees in the boiler, refrigeration and pump-house and greasing services, shall be 45 hours per week and shall not exceed 8 hours per day on 5 days per week and 5 hours on the sixth day in respect of the morning and afternoon shifts and 8 hours per day on 5 days per week in the case of the night shift.

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 1 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 1 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 1 hour shall be deemed to be continuous.

F. The employer may require or permit an employee to work for not more than 56 hours in any 1 week.

G. No employee shall be required or permitted to work more than 10 hours, excluding meal breaks, on any 1 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 9 hour shift, intervals of 10 minutes each, during which no work shall be performed, shall be allowed to each employee at as nearly as practicable in the middle of each half shift and such interval shall, for the purpose of calculating remuneration, be reckoned as part of the ordinary hours of work.

B. On the 7½-hour shift, 1 rest interval of 10 minutes during which no work shall be performed, shall be allowed to each employee and such intervals shall, for the purposes 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.

11. ANNUAL LEAVE.

A. The factory shall close down for a period of 15 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 subclause C pay to every employee one and one quarter day's pay for every complete month of service during the calendar year.

C. (i) All employees shall be granted 15 consecutive working days paid leave after the completion of 12 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 2 months of completion of the year of employment to which it relates.

D. Any employee who leaves the service of the employer before the completion of the year's service, shall upon the termination of such employment, be paid holiday pay at the rate of one quarter 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 Republic 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 5 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.

(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 slapte in die bedryf of 'n tekort aan grondstowwe of verskillende sluitings- en aanvangstye vir die jaarlikse 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 indien oggend-skof 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, gewerk 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-, koel-, pomphuis- en smeerdienste is 45 uur per week en mag nie meer as 8 uur per dag op 5 dae per week en 5 uur op die sesde dag wees nie ten opsigte van die oggend- en middagskofte en 8 uur per dag op 5 dae per week in die geval van die nagskof.

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 sodanige 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 etenstye, 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 ruspouse as deel van die gewone werkure gereken.

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

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

11. JAARLIKSE VERLOF.

A. Die fabriek moet vir 'n tydperk van 15 opeenvolgende werkdade, wat strek oor Gelofte dag, Kersdag en Nuwejaarsdag, sluit.

B. Die werkgewer moet, behoudens die bepalings van subklousule 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 werkdade 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 sluitingstydperk 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 werkgewer se diens verlaat, moet by beëindiging van sodanige diens verlofbesoldiging ontvang teen die skaal van 'n kwart van die weekloon vir elke volle maand diens gedurende daardie jaar.

E. As Gelofte dag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag of Republiekdag binne die verlofstydperk in klousule 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 klousule 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. The rate of remuneration for annual leave for all employees proceeding on leave during the annual shut-down period shall be based on the average earnings of the employee over the period August, September and October each year, provided that in the event of the employee's wage rate being increased during the period between the end of October and the termination of his leave, he will be entitled to the additional increase in the basic wage rate as from the effective date of the increase.

The rate of remuneration in respect of all employees who proceed on leave at a period other than during the annual shut-down shall be based on the earnings the employee was receiving immediately prior to the period of such leave; provided that in the event of the employee's wage rate being increased during his period of leave he will be entitled to the additional increase in the basic wage rate 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 20, under any period of sick leave in terms of clause 13 or undergoing military training in pursuance of the Defence Act, 1957.

I. For the purposes 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 in pursuance of the Defence Act, 1957;
- (iii) absent from work on the instructions 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 10 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 2 months of their return to work.

K. Whenever an artisan is paid his holiday pay, he shall in respect of every normal shift worked and for those not worked but for which a medical certificate is presented, be paid a holiday bonus of 46.025 cents per shift.

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

- first year's service: R10;
- second year's service: R15;
- third year's service: R20;
- fourth year's service: R25;
- fifth year's service: R30.

M. Whenever an employee is paid his holiday leave pay, he shall, with the exception of apprentices, be paid 1 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 H to O the employer reserves the right to arrange for the amount involved to be incorporated in the weekly earnings of such employee on a pro rata basis.

N. Artisans, leading workers, commissionaires, and all employees in grades A to O shall after 10 year's unbroken service, be granted a further 1 week's additional pay, calculated in accordance with clause 11 G.

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, Settler's Day, Day of the Covenant, Christmas Day and Republic Day once every 5 years as and when it falls as a statutory holiday, 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 5 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 commissionaire or guard, works on a Sunday, the employer shall either pay to such employee—

- (1) (i) if he so works for a period not exceeding 4 hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or
- (ii) if he so works for a period exceeding 4 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 week-day whichever is the greater;
- (iii) notwithstanding the provisions of sub-clauses (i) and (ii) of this clause, where the employer provides work to occupy the employee for the hours of normal shift and such employee

G. Die besoldigingskaal vir jaarlikse verlof vir alle werknemers wat gedurende die jaarlikse sluiting met verlof gaan, word gebaseer op die gemiddelde verdienste van die werknemer oor die tydperk Augustus, September en Oktober elke jaar, met dien verstande dat ingeval die werknemer se loon verhoog word gedurende die tydperk tussen die einde van Oktober en die einde van sy verlof, hy geregtig sal wees op die bykomende verhoging in die basiese loonskaal met ingang van die effektiewe datum van die verhoging.

Die besoldigingskaal ten opsigte van alle werknemers wat op 'n ander tydskied as gedurende die jaarlikse sluiting met verlof gaan, word gebaseer op die verdienste wat die werknemer onmiddellik vóór sodanige verlof ontvang het, met dien verstande dat ingeval die werknemer se loon gedurende sy verlof verhoog word, hy geregtig sal wees op die bykomende verhoging in die basiese loonskaal met ingang van die effektiewe datum van die verhoging.

H. Die tydperk van sodanige verlof mag nie saamval met enige tydperk waarin die werknemer se diens ingevolge klousule 20 opgesê is, of met enige tydperk van siekteverlof ingevolge klousule 13 of enige tydperk waarin hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan nie.

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

- (i) met verlof kragtens klousule 11 afwesig is;
- (ii) verplig is om militêre opleiding te ondergaan ingevolge die verdedigingswet, 1957;
- (iii) op las of op versoek van sy werkgever van sy werk afwesig is;
- (iv) met siekteverlof ingevolge klousule 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 klousule 13 of as gevolg van besering op diens afwesig is gedurende die tydperk wanneer die fabriek gesluit is en wat op jaarlikse verlof gedurende hierdie tydperk geregtig is, moet hulle jaarlikse verlof neem binne 2 maande na hulle terugkeer 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 waarvoor hy 'n mediese sertifikaat ingedien het, 'n vakansiebonus van 46.025 sent per skof ontvang.

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 ooreenkomstig klousule 11 G, as 'n verlofbonus betaal word, met dien verstande dat in die geval van werknemers in grade H tot O, die werkgever hom die reg voorbehou om te reël dat die betrokke bedrag op 'n pro rata-grondslag in die weeklikse verdienste van sodanige werknemers opgeneem word.

N. Ambagsmanne, spanleiers, portiers en alle werknemers in grade A tot O moet, na 10 jaar ononderbroke diens 'n verdere addisionele betaling vir een week, bereken ooreenkomstig klousule 11 G, toegestaan word.

12. OPENBARE VAKANSIEDAE EN SONDAE.

A. 'n Werknemer is geregtig op verlof met besoldiging op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Setlaarsdag, Geloftedag, Kersdag en Republiekdag iedere 5 jaar wanneer dit 'n wetlike vakansiedag is, en sodanige verlof moet aan hom toegestaan word en betaling vir sodanige verlof moet geskied teen die gewone 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 6de dag van die week val, bogenoemde bepalings nie van toepassing is nie.

B. As daar van 'n werknemer vereis word om op enigeen van 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 werkgever dié werknemer—

- (1) (i) as hy aldus hoogstens 4 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 4 uur werk, minstens dubbel sy gewone besoldigingskaal ten opsigte van die totale tydperk op dié Sondag gewerk, of besoldiging van minstens dubbel die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word, naamlik die grootste bedrag;
- (iii) ondanks die bepalings van subklousules (i) en (ii) van hierdie klousule moet 'n werknemer, as die werkgever aan hom werk verskaf om die werknemer vir die ure van 'n normale skof

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 1 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 6 day week, 12 work days; and

(ii) in the case of an employee who works a 5 day week, 10 work days;

sick leave in the aggregate during any 1 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 31 December, on the following basis:—

	Artisans, Leading Workers, Commissionaires and Employees in Grades A to C.	Employees in Grades D to G.	Employees in Grades H to O.
	Per Annum. R.	Per Annum. R.	Per Annum. R.
(i) Five years' service or more, but less than 10 years.....	26.00	19.50	13.00
(ii) Ten years' service or more, but less than 15 years.....	52.00	39.00	26.00
(iii) Fifteen years' service or more, but less than 20 years	78.00	58.50	39.00
(iv) Twenty years' service or more.....	104.00	78.00	52.00

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 an employee in grades H to O, in terms of the Bantu Taxation and Development Act, 1925 (as amended by Act 38 of 1958), after completion by the employee of 5 calendar years unbroken service, provided that—

(i) the Local Tax (or Wife Tax) does not exceed R1 per wife, for a maximum of 2 wives; and

(ii) the General Tax does not exceed R3.50.

C. Employees in grades H to O and labourers, may be allowed a period of absence up to 3 months in any 1 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 1 week's wages as laid down in clause 4, provided that should the stoppage be for a period of less than 1 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.

besig te hou, en sodanige werknemer nalaat of weier om die volle tydperk wat van hom vereis word, te werk, net vir die tydperk wat hy werklik gewerk het, dubbel die voorgeskrewe besoldiging ontvang.

13. SIEKTEVERLOF.

A. 'n Werkgewer 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 waarvoor vergoeding ingevolge die Ongevalwet, 1941, betaalbaar is)—

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

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

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 werkgewer kan eis dat die werknemer 'n sertifikaat wat deur 'n geregistreerde mediese praktisyn onderteken is, moet toon, wat die aard en duur van die werknemer se siekte vermeld ten opsigte van elke tydperk van afwesigheid waarvoor besoldiging geëis word; en voorts met dien verstande dat waar 'n skema vir oplopende siekteverlof volgens ooreenkoms tussen die werkgewer en die vakvereniging ingestel is waartoe die werknemer hoogstens die bedrag mag bydra wat deur die werkgewer bygedra word ten opsigte van elkeen van sy werknemers, en wat die werknemer daartoe geregtig maak om altesaam voordele te ontvang wat wesenlik nie minder gunstig as bostaande bepalinge vir die werknemer is nie, die bepalinge van hierdie klousule nie van toepassing is nie.

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

14. MEDIESE BYSTAND.

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

15. VOORDELE VIR LANG DIENS.

A. Die werkgewer 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 A tot C.	Werk- nemers in grade D tot G.	Werk- nemers in grade H tot O.
	Per jaar. R.	Per jaar. R.	Per jaar. R.
(i) Vyf jaar diens of langer, maar minder as 10 jaar....	26.00	19.50	13.00
(ii) Tien jaar diens 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

Met dien verstande dat die bonus na verhouding verminder moet word vir enige afwesigheid van werk, uitgesonderd soos bepaal in klousules 11, 12 en 13 en vir korttyd, wanneer daar nie van die werknemers 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 H tot O ingevolge die Bantoe Belasting en Ontwikkelingswet, 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 bowe gaan nie.

C. Werknemers in grade H tot O 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 werkgewers 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-betrag betaal mag word.

17. OORPAKKE EN BESKERMENDE KLERE.

Die werkgewer moet alle oorpakke en/of beskermende kleren 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. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 15 YEARS.

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

19. 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.

20. 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 legally recognised 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 1 week;

an employer and his employee shall give not less than 24 hours notice during the first month of employment and thereafter, not less than 1 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 subclause (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 1 month's employment with the employer in question, one-sixth of the weekly wage in the case of an employee who works a 6 day week and one-fifth of the weekly wage in the case of an employee who works a 5 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 1 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 subclause 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 subclause any payment which may be due to an employee in terms of subclause (D) of clause 11 of the Agreement, shall also be regarded as a benefit in the process of accrual.

D. When an agreement is entered into in terms of subclause (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 subclause (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 in pursuance of the Defence Act, 1957.

F. An employer shall upon termination of the contract of employment, other than through 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.

21. 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 1 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;

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

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

19. VAKVERENIGING.

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

B. Die werkgewer moet van die lone of salarisse van werknemers die bedrag aan ledesgeld aan die Durban Rubber Industrial Union betaalbaar, aftrek en die bedrag wat elke maand ingevorder word per tjek 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.

20. BEÏNDIGING VAN DIENSKONTRAK.

A. Behoudens—

(i) die reg van 'n werkgewer of werknemer om op enige regsgeldige grond die kontrak sonder opsegging 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 is om die volle verbeurde bedrag in subklousule B van hierdie klousule bedoel, te dek, daarop geregtig om sodanige bedrag uit ander voordele (as daar is) wat ten tyde van die beëindiging van sodanige werknemer se dienskontrak ten bate van die werknemer opgehoop het, terug te hou. By die toepassing van hierdie subklousule moet enige besoldiging wat ooreenkomstig subklousule (D) van klousule 11 van hierdie Ooreenkoms aan 'n werknemer verskuldig mag wees, ook beskou word as 'n voordeel wat aan die oploop is.

D. As 'n ooreenkoms kragtens die bepalings van subklousule (A) (ii) van hierdie klousule gesluit word, moet die betaling of verbeuring in plaas van diensopsegging eweredig wees aan die tydperk van diensopsegging waarvoor 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 siekteverlof kragtens klousule 13, of gedurende enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, nie.

F. Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat uitreik waarin die volle name van die werkgewer en sy werknemer, die betrekking van die werknemer, die aanvangs- en beëindigingsstadium van die kontrak en die besoldigingskaal ten tyde van die datum van sodanige beëindiging aangegee word.

21. VRYSTELLINGS.

A. Die Raad mag aan of ten opsigte van enige werknemer vrystelling van enigeen 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 ooreenkomstig die bepalings van hierdie klousule vrystel word, 'n sertifikaat uitreik wat deur hom onderteken is en waarin die volgende vermeld word:—

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling geldig is.

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.

Signed on behalf of the parties at Durban this 14th day of October 1966.

O. H. B. ATTWELL, *Chairman of the Council.*
H. MALLANDAIN, *Vice-chairman of the Council.*
M. W. B. MOODIE, *Secretary of the Council.*

No. R. 1600.]

[6 October 1967.]

WAR MEASURES ACT, 1940.

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

RUBBER MANUFACTURING INDUSTRY.

I, Marais Viljoen, Minister of Labour, hereby, in terms of regulation 4 (1) 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. R. 1599 of the 6th October 1967.

M. VILJOEN,
Minister of Labour.

No. R. 1584.]

[6 October 1967.]

FABRIEKES, MASJINERIE EN BOUWERK WET, 1941.

RUBBER MANUFACTURING INDUSTRY.

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Rubber Manufacturing Industry, published under Government Notice No. R. 1599 of the 6th October 1967 to be on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

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 werkgewer en die werknemer wat daardeur geraak word, skriftelik aan die Sekretaris van die Raad voorgelê word.

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

Op hede die 14de dag van Oktober 1966 namens die partye te Durban onderteken.

O. H. B. ATTWELL, *Voorsitter van die Raad.*
H. MALLANDAIN, *Ondervoorsitter van die Raad.*
M. W. B. MOODIE, *Sekretaris van die Raad.*

No. R. 1600.]

[6 Oktober 1967.]

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

RUBBERNYWERHEID.

Ek, Marais Viljoen, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) 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 voorgeskryf word in die Ooreenkoms vir die Rubbertywerheid wat by Goewermentskennissgewing No. R. 1599 van 6 Oktober 1967 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

No. R. 1584.]

[6 Oktober 1967.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

RUBBERNYWERHEID.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriekes, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennissgewing in verband met die Rubbertywerheid, gepubliseer by Goewermentskennissgewing No. R. 1599 van 6 Oktober 1967 oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

CONTENTS.

No.	Department of Labour.	PAGE
GOVERNMENT NOTICES.		
R.1599.	Industrial Conciliation Act, 1956: Rubber Manufacturing Industry ...	1
R.1600.	War Measures Act, 1940 ...	12
R.1584.	Factories, Machinery and Building Work Act, 1941 ...	12

INHOUD.

No.	Departement van Arbeid.	BLADSY
GOEWERMENTSKENNISGEWINGS.		
R.1599.	Wet op Nywerheidsversoening, 1956: Rubbertywerheid ...	1
R.1600.	Wet op Oorlogsmaatreëls, 1940 ...	12
R.1584.	Wet op Fabriekes, Masjinerie en Bouwerk, 1941 ...	12

Buy National Savings Certificates

Koop Nasionale Spaarsertifikate