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

All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1414.] [3 Augustus 1956.
NYWERHEID-VERSOENINGSWET, 1937.

NYWERHEID VIR DIE VERVAARDIGING VAN RUBBERGOEDERE.

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-Versoeningwet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Nywerheid vir die Vervaardiging van Rubbergoedere betrekking het, van die 16de dag van Augustus 1956 af, en vir die tydperk wat op die 15de dag van Augustus 1957 eindig, bindend is vir die werkgewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in klousules 3 tot en met 20 en 22 tot en met 24 van genoemde Ooreenkoms vervat, van die 16de dag van Augustus 1956 af, en vir die tydperk wat op die 15de dag van Augustus 1957 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die gebied geokkupeer deur Dunlop South Africa, Ltd., in die magistraatsdistrik Durban; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in klousules 3 tot en met 13, 15, 17 tot en met 20 en 22 tot en met 24 van genoemde Ooreenkoms vervat, van die 16de dag van Augustus 1956 af, en vir die tydperk wat op die 15de dag van Augustus 1957 eindig, in die gebied geokkupeer deur Dunlop South Africa, Limited, in die magistraatsdistrik Durban, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde Nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1414.] [3 August 1956.
INDUSTRIAL CONCILIATION ACT, 1937.

RUBBER MANUFACTURING INDUSTRY.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Rubber Manufacturing Industry, shall be binding from the 16th day of August, 1956, and for the period ending the 15th day of August, 1957, upon the employer and the trade union which entered into the said Agreement and upon the employees who are members of that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 20 (inclusive) and 22 to 24 (inclusive) of the said Agreement shall be binding from the 16th day of August, 1956, and for the period ending the 15th day of August, 1957, upon the other employers and employees engaged or employed in the said Industry in the area occupied by Dunlop South Africa, Ltd., in the Magisterial District of Durban; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the area occupied by Dunlop South Africa, Limited, in the Magisterial District of Durban, and from the 16th day of August, 1956, and for the period ending the 15th day of August, 1957, the provisions contained in clauses 3 to 13 (inclusive), 15, 17 to 20 (inclusive) and 22 to 24 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression “employee” contained in section *one* of the said Act.

J. DE KLERK,
Minister of Labour.

BYLAE

NYWERHEIDSRAAD VIR DIE RUBBERNYWERHEID (DURBAN).

OOREENKOMS

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

Dunlop South Africa, Limited

(hieronder „die werkgever” genoem), aan die een kant, en
Durban Rubber Industrial Union

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

wat die partye is by die Nywerheidsraad vir die Rubbertywerheid (Durban), ter vervanging van die Ooreenkoms tussen die partye aangegaan en gepubliseer by Goewermentskenningsgewing No. 1640 van 31 Julie 1953.

1. BESTEK VAN TOEPASSING.

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

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

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

3. WOORDOMSKRYWINGS.

(A) Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf is, het dieselfde betekenis as in daardie Wet; ’n verwysing na ’n wet omvat alle wysigings van sodanige wet en tensy ’n ander bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vrouens; voorts tensy dit strydig met die samehang is, beteken—

- „volwassene”, met betrekking tot grade I tot en met VII, ’n werknemer 21 jaar oud of ouer en met betrekking tot grade VIII tot en met XI, en arbeider, ’n werknemer 18 jaar oud of ouer;
- „Wet”, die Nywerheid-versoeningswet, 1937;
- „vakman”, ’n geskoolde vakman of werktuigkundige;
- „bystandfonds”, ’n fonds deur die werknemers vir bystanddoeleindes gestig en beheer;
- „ketel- en pomphuisbediener”, die werknemer wat toesig het oor die stoomketel en diensinstallasie;
- „eethuiswerker”, ’n werknemer wat in die eethuis werk;
- „onderbaas of werksleier”, ’n werknemer wat onder toesig van ’n opsigter of voorman beheer het oor ’n ploeg of klein groep werknemers en vir die behoorlike verrigting deur hulle van hul werk verantwoordelik is;
- „klerklike werknemer”, ’n werknemer, uitgesonderd ’n fabrieksklerk, wat uitsluitlik of hoofsaaklik skryfwerk en/of tikwerk en/of enige ander soort klerklike werk verrig;
- „vroulike klerklike werknemer, gekwalifiseer”, ’n vroulike klerklike werknemer met minstens vier jaar ondervinding;
- „vroulike klerklike werknemer, ongekwalifiseer”, ’n vroulike klerklike werknemer met minder as vier jaar ondervinding;
- „manlike klerklike werknemer, gekwalifiseer”, ’n manlike klerklike werknemer met minstens vyf jaar ondervinding;
- „manlike klerklike werknemer, ongekwalifiseer”, ’n manlike klerklike werknemer met minder as vyf jaar ondervinding;
- „Raad”, die Nywerheidsraad vir die Rubbertywerheid (Durban);
- „dag”, die tydperk van 24 uur gereken van die tyd waarop die werknemer begin werk;
- „ondervinding”—

- (a) met betrekking tot ’n klerklike werknemer, die totale tydperk of tydperke wat die werknemer in die hoedanigheid van klerklike werknemer gehad het afgesien van die bedryf waarin die ondervinding opgedoen is;
- (b) met betrekking tot ’n werknemer in grade I, II, III, IV, V, VI, VII, VIII, IX, X of XI, die tydperk of tydperke van diens wat ’n werknemer onderskeidelik in grade I, II, III, IV, V, VI, VII, VIII, IX, X of XI, in die Rubber- of Rubberproduktenywerheid het;
- „fabrieksklerk”, ’n werknemer wat, onder die toesig van ’n opsigter of voorman, een of meer van die volgende werksaamhede verrig:—
 - (a) Op die ploegstate aantekening hou van die tye en geproduseerde hoeveelhede en algemeen met klerklike werk in die fabriek help;
 - (b) bestellings bymeekaarmaak en nasien en versendingsbewyse en vragbriewe uitskryf;
 - (c) inkomende goedere nasien en ontvangsbewyse uitskryf;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE DURBAN RUBBER INDUSTRY.

AGREEMENT

entered into in accordance with the provisions of the Industrial Conciliation Act, 1937, 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 and published under Government Notice No. 1640 of 31st July, 1953.

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.

2. PERIOD OF OPERATION OF AGREEMENT.

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

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

3. DEFINITIONS.

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

- “Act” means the Industrial Conciliation Act, 1937;
- “adult” means, in relation to grades I to VII inclusive, an employee of the age of 21 years and over and in relation to grades VIII to XI inclusive, and labourer, an employee of the age of 18 years and over;
- “artisan” means a skilled tradesman or mechanic;
- “benevolent fund” means a fund established and controlled by the employees for benevolent purposes;
- “boiler and pump-house attendant” means an employee who supervises the boiler and service plant;
- “canteen worker” means an employee who is engaged in the canteen;
- “chargehand” or “working leader” means an employee who under the supervision of a supervisor or foreman, is in charge of a gang or small group of employees and who is responsible for the efficient performance by them of their duties;
- “clerical employee” means an employee other than a factory clerk, who is wholly or mainly engaged in writing and/or typing and/or any other form of clerical work;
- “clerical employee, female, qualified,” means a female clerical employee who has had not less than 4 years’ experience;
- “clerical employee, female, unqualified,” means a female clerical employee who has had less than 4 years’ experience;
- “clerical employee, male, qualified,” means a male clerical employee who has had not less than 5 years’ clerical experience;
- “clerical employee, male, unqualified,” means a male clerical employee who has had less than 5 years’ experience;
- “Council” means the Durban Rubber Industrial Council;
- “day” means the period of twenty-four hours calculated from the time the employee commences work;
- “experience” means—

- (a) in relation to a clerical employee, the total period or periods which the employee has had in the duties of a clerical employee irrespective of the trade in which the experience was gained;
- (b) in relation to an employee in grades I, II, III, IV, V, VI, VII, VIII, IX, X or XI the period or periods of employment which an employee has had in grade I, grade II, grade III, grade IV, grade V, grade VI, grade VII, grade VIII, grade IX, grade X or grade XI respectively in the Rubber or Rubber Products Manufacturing Industry;
- “factory clerk” means an employee who, under the supervision of a superintendent or foreman performs one or more of the following duties:—
 - (a) Recording the times and outputs in the gang sheets and generally assisting in clerical work in the factory;
 - (b) assembling and checking orders and writing out despatch dockets and consignment notes;
 - (c) checking goods inwards and writing out dockets;

- "commissionaire", 'n werknemer wat bedags of snags uitsluitlik beheer het oor die hoofhek en wat 'n erkende sertifikaat vir eerstehulp hou;
- "hekweg", 'n werknemer wat bedags en snags waghou oor die ingang tot die fabriek onder die toesig van die commissaire;
- "graad I-werknemer", 'n werknemer in diens in een of meer van die volgende werksaamhede of hoedanighede is:—
- (a) Bediener van weefselkalendermasjien;
- "graad II-werknemer", 'n werknemer in diens in een of meer van die volgende werksaamhede of hoedanighede:—
- (a) Bediener van loopvlakuitdrukmasjien;
 - (b) bediener van binnebanduitdrukmasjien;
 - (c) garagediensman;
- "graad III-werknemer", 'n werknemer in diens in een of meer van die volgende werksaamhede of hoedanighede:—
- (a) Pomphuis- en ketelbediener;
- "graad IV-werknemer", 'n werknemer in diens in een of meer van die volgende werksaamhede of hoedanighede:—
- (a) Toetsers in die meulkamer;
 - (b) toetsbestuurders;
 - (c) vragmotorbestuurders;
 - (d) ontvangkier in beheer van verkeer;
 - (e) bou van reusebuitebande, uitgesonderd ligte vragwa- of trekkerbuitebande;
 - (f) buitebande in vorms inpas vir outoklawe;
 - (g) tafelwerker by dryfriemvervaardiging;
 - (h) bediener van strookkalendermasjien;
- "graad V-werknemer", 'n werknemer in diens in een of meer van die volgende werksaamhede of hoedanighede:—
- (a) Bediener van profielkalendermasjien;
 - (b) vormpers vir buitebande bedien, uitgesonderd kruiswaa- en fietsbuitebande;
 - (c) bediener van dryfriempers;
 - (d) bediener van reusebuitebandvulkaniseerder;
 - (e) fabrieksklerk;
 - (f) assistent-stoomman;
- "graad VI-werknemer", 'n werknemer in diens in een of meer van die volgende werksaamhede of hoedanighede:—
- (a) Buitebande, uitgesonderd reuse- of fietsbuitebande, bou;
 - (b) bediener van skuinsnasmasjien;
 - (c) vulkaniseerder by outoklawe;
 - (d) inspeksie van produkte in voorraadpakhuis;
 - (e) finale inspeksie van reuse- of motorbuitebande;
- "graad VII-werknemer", 'n werknemer in diens in een of meer van die volgende werksaamhede of hoedanighede:—
- (a) Bymekaarsit van juiste materiaalhoeveelhede vir rubbermengsels;
 - (b) helper by weefselkalendermasjien;
 - (c) inspeksie van vragmotor- en motorbuitebande in ver- vaardigingsafdeling;
 - (d) inspeksie van gevulkaniseerde buitebande;
 - (e) vorms op fietsbuitebandperse verander;
 - (f) spesiale produkte maak en vulkaniseer;
 - (g) handlangers;
 - (h) laslose dryfriem maak en vulkaniseer;
- "graad VIII-werknemer", 'n werknemer in diens in een of meer van die volgende werksaamhede of hoedanighede:—
- (a) Meng van poeiers en rubber op wals;
 - (b) voer van Banbury-tregter;
 - (c) eerste eethuiswerker;
 - (d) nasien van gevulkaniseerde produkte;
 - (e) finale afweg van materiaalhoeveelhede;
 - (f) laai van outoklawe;
 - (g) bedieners van kaartponsmasjiene;
 - (h) skuinsmasjienbediener vir Dunlopillo;
 - (i) steenkool met gryper aflaai;
- "graad IX-werknemer", 'n werknemer in diens in een of meer van die volgende werksaamhede of hoedanighede:—
- (a) Ontvang van rubber op 48 duim-gladwals;
 - (b) kalendar van mengsels op 84 duim-gladwals, met inbegrip van terugvoer;
 - (c) bankplastiseer op 84 duim-gladwals;
 - (d) stoker by handstookwerk;
 - (e) eerste smeeder;
- "graad X-werknemer", 'n werknemer in diens in een of meer van die volgende werksaamhede of hoedanighede:—
- (a) Poeiers of rubber in mengselkamer bymekaarsit;
 - (b) velle en stroke sny op meulens;
 - (c) binnebande vulkaniseer in ketels;
 - (d) rubber raffineer met masjien, met inbegrip van stroke sny;
 - (e) lugsakke met die hand of masjien afwerk;
 - (f) lugsakke op spil opbou, ventiele insit en las;
 - (g) hulp van lasser;
 - (h) weefsel, bestryk en droog op stoomkaste;

- "commissionaire" means an employee who is wholly in charge of the main gate by day or by night and who holds a recognised First Aid Certificate;
- "gate guard" means an employee engaged in guarding the entrance to the factory by day or by night under the super- vision of the commissionaire;
- "grade I employee" means an employee engaged in one or more of the following operations or capacities:—
- (a) Fabric calender machine operator;
- "grade II employee" means an employee engaged in one or more of the following operations or capacities:—
- (a) Tread extruding machine operator;
 - (b) tube extruding machine operator;
 - (c) garage service man;
- "grade III employee" means an employee engaged in one or more of the following operations or capacities:—
- (a) Pump-house and boiler attendant;
- "grade IV employee" means an employee engaged in one or more of the following operations or capacities:—
- (a) Testers in the mill room;
 - (b) test drivers;
 - (c) lorry drivers;
 - (d) receiving clerk in charge of traffic;
 - (e) building giant covers other than light truck or tractor covers;
 - (f) fitting covers in moulds for autoclaves;
 - (g) table operator on belt making;
 - (h) strip calender machine operator;
- "grade V employee" means an employee engaged in one or more of the following operations or capacities:—
- (a) Profile calender machine operator;
 - (b) press moulding covers other than wheelbarrow and cycle covers;
 - (c) operator of belt press;
 - (d) giant curing operator;
 - (e) factory clerk;
 - (f) assistant storeman;
- "grade VI employee" means an employee engaged in one or more of the following operations or capacities:—
- (a) Building covers other than giant or cycle covers;
 - (b) bias cutting machine operator;
 - (c) curer on autoclaves;
 - (d) viewing products in base stores;
 - (e) final inspection of giant or car covers;
- "grade VII employee" means an employee engaged in one or more of the following operations or capacities:—
- (a) Assembling batches for rubber compounds;
 - (b) fabric calender machine assistant;
 - (c) viewing car and truck covers in making section;
 - (d) viewing cured covers;
 - (e) changing moulds on cycle cover presses;
 - (f) making and curing special products;
 - (g) handyman;
 - (h) making and curing truly endless transmission belting;
- "grade VIII employee" means an employee engaged in one or more of the following operations or capacities:—
- (a) Blending powders and rubbers on m.l.l;
 - (b) feeding Banbury hopper;
 - (c) first hand in canteen;
 - (d) checking finished products;
 - (e) final batch weighing;
 - (f) loading autoclaves;
 - (g) card punching operators;
 - (h) frothing operator on Dunlopillo;
 - (i) off-loading coal by grab;
- "grade IX employee" means an employee engaged in one or more of the following operations or capacities:—
- (a) Receiving rubber on 84-inch smooth mills;
 - (b) sheeting out mixes on 84-inch smooth mills, including returns;
 - (c) bank masticating on 84-inch smooth mills;
 - (d) fireman on handstoking;
 - (e) greaser, first hand;
- "grade X employee" means an employee engaged in one or more of the following operations or capacities:—
- (a) Assembling powders or rubbers in compound room;
 - (b) sheeting and strip cutting on mills;
 - (c) curing tubes in pots;
 - (d) refining rubber by machine including strip cutting;
 - (e) buffing airbags by machine or by hand;
 - (f) building airbags on mandrel and fitting valves and joining;
 - (g) assistant to splicer;
 - (h) coating fabric and dry on steam chests;

- (i) motor- of vragmotorbinnebande bondel en in kaste verpak;
 - (j) monoband-buitebande maak;
 - (k) monoband-buitebande vulkaniseer;
 - (l) buitebande toedraai en etiketteer;
 - (m) las en insit van ventiel in spilbinnebande en lasse vulkaniseer;
 - (n) tennisbalkerns met vilt beklee;
 - (o) weefsel of linne met masjien skeur, eerste werker;
 - (p) V-dryfrieme op die drom bou;
 - (q) arbeiders, eerste werker;
- „graad XI-werknemer”, ’n werknemer in diens in een of meer van die volgende werksaamhede of hoedanighede:—
- (a) Braam van fiets-, motor- en vragwabuiebande afsny;
 - (b) lappe op buitebande uitstryk en verseël;
 - (c) ru- of herstelde lugsakke vorm;
 - (d) buisies of bottels met rubberlym vul en met die hand of masjien verseël;
 - (e) spiraalindraai van spanrande en inmeekaarsit van vullers en spanrande;
 - (f) vullers, kussings of brekers met die hand of masjien inmeekaarsit;
 - (g) stuiklas, oppers en insit van ventiele in binnebande;
 - (h) lap, fineer of nuwe ventiele insit in lugsak;
 - (i) flappe skuins afsny en las;
 - (j) helpers van pers- of panvormers;
 - (k) buitebande met die hand op vormers inmeekaarsit;
 - (l) spuit van motor- en vragwabuiebande;
 - (m) fietsbinnebande maak;
 - (n) tennisballe maak en vorm;
 - (o) spanlak met masjien aan weefsel aansit;
 - (p) fietsroldrade sny, las, oprol, skuur, nippel, vertin, met rubber beklee of met rubberlym behandel;
 - (q) laagbestanddele vir motor- en vragwabuiebande inmeekaarsit;
 - (r) maak en pas van balansregstellers, balansoortrekke;
 - (s) dryfriemlae inmeekaarsit;
 - (t) rubber was in meule;
 - (u) ondervlak met die hand aan bovlak vassit;
 - (v) sny en profileer van apekskern;
 - (w) rubber met pers van bale afsny;
 - (x) monobandmateriaal opdraai;
 - (y) materiaal op stoomverhitte droër droog;
 - (z) maak van kruiskoord en verstellappe;
 - (aa) inmeekaarsit van versoolstroke;
 - (bb) koordmateriaal met die hand uit afval sny;
 - (cc) buitebande met nat talk of smeermiddel behandel;
 - (dd) maatafmerking;
 - (ee) nasien van afvalmateriaal;
 - (ff) binnebande regmaak;
 - (gg) voerings met masjien herbondel;
 - (hh) pers-vulkaniseer;
 - (ii) materiaal in hoeveelhede van kalanders, skuinsny-masjiene of uitdrukmasjiene afneem;
 - (jj) nasien van halfklaar produkte;
 - (kk) met masjien spanrande sny;
 - (ll) ventieldele inmeekaarsit en vorm;
 - (mm) rubber of rubberlym aan metaaldele voor vorming stryk;
 - (nn) alle werksaamhede aan Dunlopillo, uitgesonderd skuim;
 - (oo) alle werksaamhede aan V-dryfrieme, uitgesonderd op die drom bou;
 - (pp) materiaal of produkte deur middel van elektriese vervoerder hanteer; en omvat werknemers wat nie elders genoem word nie.

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

„jeugdige”, met betrekking tot en met grade I tot VII, ’n werknemer onder die ouderdom van 21 jaar en met betrekking tot en met grade VIII tot XI en arbeider, ’n werknemer onder die ouderdom van 18 jaar;

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

- (a) Optel, dra, verplaas, stapel of in hoeveelhede bymeekaarsit;
- (b) vullis, as of afvalmateriaal verwyder en persele skoonmaak;
- (c) briewe, boodskappe of goedere te voet of met ’n fiets of met ’n handvoertuig aflewer;
- (d) laai of aflaai, uitgesonderd die laai of aflaai van perse;
- (e) tee of dergelike drankte maak; skoonmaak, was en dra in eethuis, en omvat ’n eethuiswerker;
- (f) oopmaak of toemaak van kiste, bale of pakkette;
- (g) artikels van gelykvormige grootte en getal in houters verpak wat spesiaal gemaak is om hulle te bevat;
- (h) sjabloneer en merk van kiste, bale en ander pakkette;
- (i) draad of bande om kiste, bale of ander houters bind; vasbind, in goingsak indraai;
- (j) ’n handhystoestel bedien;
- (k) voer aan of afneem van masjiene of vervoerders (uitgesonderd voer aan of afneem van meule of Banbury);

- (i) bundling and boxing motor or truck tubes;
- (j) making monoband covers;
- (k) curing monoband covers;
- (l) wrapping and labelling covers;
- (m) joining and fitting valve to mandrel tubes and joint curing;
- (n) felt covering tennis ball cores;
- (o) tearing fabric or linen by machine, first hand;
- (p) drum building of vee belts;
- (q) labourers, first hand;

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

- (a) Skiving spue from cycle, motor and truck covers;
- (b) ironing and sealing patches on covers;
- (c) moulding raw or repaired airbags;
- (d) filling solution tubes or flasks and sealing by machine or by hand;
- (e) spiral wrapping of beads and assembling fillers to beads;
- (f) assembling fillers, chafers, or breakers by machine or by hand;
- (g) butt joining, pressing up and fitting valves to tubes;
- (h) patching, veneering or revalving airbag;
- (i) bevelling and joining flaps;
- (j) assistants to press or pan moulders;
- (k) assembling covers on formers by hand;
- (l) spraying motor and truck covers;
- (m) making cycle tubes;
- (n) making and moulding tennis balls;
- (o) doping fabric by machine;
- (p) cutting, joining, coiling, grinding, nipping, tinning, rubbering or sizing cycle coil wires;
- (q) assembling ply components for motor and truck covers;
- (r) making and fitting balance adjusters, balance covers;
- (s) assembling belt plies;
- (t) washing rubber in mills;
- (u) assembling undertread to tread by hand;
- (v) cutting and profiling apex core;
- (w) cutting rubber from bales by press;
- (x) spooling monoband casing material;
- (y) drying material on steam heated dryer;
- (z) making cross cord and repair patches;
- (aa) assembling retread or recapping strip;
- (bb) cutting cord material from scrap by hand;
- (cc) wet-chalking or lubricating covers;
- (dd) size marking;
- (ee) checking out scrap;
- (ff) rectifying tubes;
- (gg) rebatching linings by machine;
- (hh) press curing;
- (ii) batching material off calenders, bias cutting machine or extruder;
- (jj) checking out part-finished products;
- (kk) cutting out beads by machine;
- (ll) assembling valve parts and mould;
- (mm) applying rubber or solution to metal parts preparatory to moulding;
- (nn) all operations on Dunlopillo other than frothing;
- (oo) all operations on vee belts other than drum building;
- (pp) handling materials or products by electricar;

and shall include employees not elsewhere specified.

„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;

„juvenile” means, in relation to grades I to VII inclusive, an employee under the age of 21 years, and in relation to grades VIII to XI inclusive, and labourer, an employee under the age of 18 years;

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

- (a) Lifting, carrying, moving, stacking or batching;
- (b) removing refuse, ashes or scrap and cleaning premises;
- (c) delivering letters, messages or goods on foot or by means of a bicycle or manually propelled vehicle;
- (d) loading or unloading other than loading or unloading presses;
- (e) making tea or similar beverages, cleaning, washing and carrying in canteen and includes a canteen worker;
- (f) opening or closing boxes, bales or packages;
- (g) placing articles of uniform size and number into containers specially made to contain them;
- (h) stencilling and marking boxes, bales and other packages;
- (i) binding or strapping boxes, bales or other containers, binding or tying up, wrapping in hessian;
- (j) operating a hand hoist;
- (k) feeding and taking off from machine or conveyors other than feeding and taking off from mills or Banbury;

- (l) afvalmateriaal sorteer of hanteer;
 (m) olie en smeer van masjinerie;
 (n) rubber van bale of rubbermengsels met die hand opsyn;
 (o) met die hand ru-kante van gevormde goedere afwerk;
 (p) tuinmaak;
 (q) voerings met die hand opdraai, weer opdraai en skoonmaak;
 (r) spanrande met die hand verwyder;
 (s) persele bewaak en patroleer;
 (t) goedere op 'n gestelde skaal afweeg;
 (u) vormers uitmekaarhaal en weer inmekaarsit;
 (v) skoonmaak en was, uitgesonderd voerings met masjien skoonmaak;

- „nagskof”, die skof waarin die normale skofure tot na middag nag duur;
 „gewone skaal van besoldiging”, die uurskaal soos in klousule 4 voorgeskryf;
 „beplanningsassistent”, ’n werknemer wat help by die opstel en beplanning van die werkprogram;
 „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 geassosieer is vir die vervaardiging van buite-en/of binnebande vir motorvoertuie, vragmotors, vliegtuie, kruiswagens en/of fietse met alle daaraan verbonde prosesse en werksaamhede en omvat enige ander soort lugbuitebande of -binnebande, tennisballe, vervoer- en dryfrieme, v-dryfrieme, rubberlange, versoolstroke, Dunlopillo, flappe en rubberlym en ander rubbergoedere of gerubberiseerde goedere;
 „korttyd”, ’n tydelike vermindering van die getal gewone werke van ’n werknemer veroorsaak deur ’n algemene onklaarraking van installasie en masjinerie of ’n dreigende instorting van geboue as gevolg van ’n ongeluk of onvoorsiene noodgeval, of slapte in die bedryf, of ’n tekort aan grondstowwe;
 „patrolleerwag”, ’n werknemer wat onder toesig van die kommissiënare wagter bedags en snags die persele of die fabrieksinngange patroleer en bewaak;
 „opsigter”, ’n werknemer wat onder toesig van ’n voorman of superintendent beheer het oor die werknemers in ’n afdeling van ’n inrigting, wat oor sulke werknemers kontrole uitoefen en wat vir die behoorlike verrigting deur hulle van hul werk verantwoordelik is;
 „toetsbestuurder”, ’n werknemer wat ’n motorvoertuig bestuur met die doel om die bande te toets;
 „loon”, daardie gedeelte van die besoldiging (uitgesonderd bonus) wat in kontant aan ’n werknemer betaal moet word ten opsigte van die gewone werke in klousule 9 bepaal;
 „gemiddelde skaal van besoldiging”, met betrekking tot werknemers in grade I tot XI, die loon plus die gemiddelde bonus wat kragtens klousule 4 oor die voorafgaande drie maande verdien is.

(B) By die toepassing van bostaande woordskrywings word dit beskou dat ’n werknemer binne dié klas val waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. BESOLDIGING.

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

	Uur- loon.	Week- loon.	Met in begrip van lewens- koste- toelae.			
			d.	£	s.	d.
Opsigter.....			42	10	0	0
Graad I-volwassene met ondervinding..	42		7	17	6	2
Graad II-volwassene met ondervinding.	40		7	10	0	2
Graad III-volwassene met ondervinding	38		7	2	6	2
Graad IV-volwassene met ondervinding	36		6	15	0	2
Graad V-volwassene met ondervinding.	34		6	7	6	2
Graad VI-volwassene met ondervinding	32		6	0	0	2
Graad VII-volwassene met ondervinding	30		5	12	6	1
Graad I tot VII-volwassene sonder ondervinding, gedurende eerste drie maande diens	30		5	12	6	1
Graad VIII-volwassene met onder- vinding	18		3	7	6	1
Graad IX-volwassene met ondervinding	17		3	3	9	1
Graad X-volwassene met ondervinding.	16		3	0	0	1
Graad XI-volwassene met ondervinding	15		2	16	3	1
Arbeider met ondervinding.....	15		2	16	3	1
Graad VIII- tot XI-werknemers en arbeider sonder ondervinding gedu- rende die eerste drie maande diens	14		2	12	6	1
Jeugdiges, grade I tot VII—						
17 jaar oud.....	15		2	16	3	0
18 jaar oud.....	18		3	7	6	1
19 jaar oud.....	23		4	6	3	1
20 jaar oud.....	27		5	1	3	1
Grade VIII- tot XI-werknemers en jeug- dige arbeider jonger as 18 jaar	10		1	17	6	0
Commissiënare.....	36		7	4	0	2
Hekwag.....	16		3	4	0	1
Patrolleerwag.....	15		3	0	0	1
Vakman.....	63		11	16	3	3

- (l) sorting or handling scrap;
 (m) oiling and greasing machinery;
 (n) cutting up rubber by hand from the bale or rubber compounds;
 (o) trimming rough edges of moulded goods by hand;
 (p) gardening work;
 (q) winding, rewinding and cleaning linings by hand;
 (r) debanding by hand;
 (s) guarding and patrolling premises;
 (t) weighing goods on a set scale;
 (u) decorating and reassembling formers;
 (v) cleaning and washing, other than cleaning linings by machine;

- „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.
 „planning assistant” means an employee who assists in setting and planning programmes of work;
 „rubber manufacturing industry” or „industry” means, without in any way limiting the ordinary meaning of the expression, the industry in which Dunlop South Africa, Limited, and its employees are associated for the purpose of manufacturing together with all the processes and operations incidental thereto, tyres and/or tubes for vehicles, trucks, aeroplanes, wheelbarrows and/or cycles and shall include any other types of pneumatic tyres or tubes, tennis balls, conveyor and transmission belts, vee belts, rubber hose, retread strips, Dunlopillo, flaps and solutions, and other rubber or rubberised products;
 „short time” means a temporary reduction in the number of ordinary hours of work of an employee due to a general breakdown of plant and machinery or a threatened breakdown of buildings caused by accident or unforeseen emergency or to slackness of trade or shortage of raw materials;
 „site guard” means an employee engaged in partolling and guarding the premises by day or by night under the supervision of the commissiënare;
 „supervisor” means an employee who under the supervision of a foreman or superintendent, is in charge of the employees in a section of an establishment who exercises control over such employees and who is responsible for the efficient performance by them of their duties; and shall include a storeman;
 „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;
 „average rate of remuneration” means in relation to employees in grades I to XI the wage plus the average bonus earned under clause 4 over the previous three months.

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

4. REMUNERATION.

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

	Rate per Hour.	Rate per Week.	Includes Cost-of- Living Allow- ance.			
			d.	£	s.	d.
Supervisor.....			10	0	0	3
Grade I experienced adult.....	42		7	17	6	2
Grade II experienced adult.....	40		7	10	0	2
Grade III experienced adult.....	38		7	2	6	2
Grade IV experienced adult.....	36		6	15	0	2
Grade V experienced adult.....	34		6	7	6	2
Grade VI experienced adult.....	32		6	0	0	2
Grade VII experienced adult.....	30		5	12	6	1
Grade I-VII inexperienced adult during first three months of employment	30		5	12	6	1
Grade VIII experienced adult.....	18		3	7	6	1
Grade IX experienced adult.....	17		3	3	9	1
Grade X experienced adult.....	16		3	0	0	1
Grade XI experienced adult.....	15		2	16	3	1
Labourer, experienced.....	15		2	16	3	1
Grade VIII-XI and labourer, in- experienced during the first three months of employment	14		2	12	6	1
Grades I to VII juvenile—						
age 17.....	15		2	16	3	0
age 18.....	18		3	7	6	1
age 19.....	23		4	6	3	1
age 20.....	27		5	1	3	1
Grades VIII-XI and labourer, juvenile, under age 18	10		1	17	6	0
Commissiënare.....	36		7	4	0	2
Gate guard.....	16		3	4	0	1
Site guard.....	15		3	0	0	1
Artisan.....	63		11	16	3	3

	Maandloon.		Met inbegrip van lewenskoste-toelae.	
	£	s. d.	£	s. d.
Klerklike werknemer en beplannings-assistent, manlik—				
Gedurende eerste 12 maande onder-vinding	18	0 0	8	0 0
Gedurende tweede 12 maande onder-vinding	21	0 0	9	0 0
Gedurende derde 12 maande onder-vinding	25	0 0	10	0 0
Gedurende vierde 12 maande onder-vinding	30	0 0	12	0 0
Gedurende vyfde 12 maande onder-vinding	35	0 0	13	0 0
Daarna gekwalifiseer.....	40	0 0	15	0 0
Klerklike werknemer, vroulik—				
Gedurende eerste 12 maande onder-vinding	16	0 0	7	0 0
Gedurende tweede 12 maande onder-vinding	18	0 0	8	0 0
Gedurende derde 12 maande onder-vinding	21	0 0	9	0 0
Gedurende vierde 12 maande onder-vinding	23	0 0	9	0 0
Daarna gekwalifiseer.....	25	0 0	10	0 0

(B) *Differensiële loonskaal.*—As daar op enige dag van 'n werknemer vereis word of hy toegelaat word om vir langer as een uur twee of meer soorte werk te verrig waarvoor verskillende minimum skale voorgeskryf is, moet hy vir daardie hele dag teen die hoër of die hoogste van sodanige verskillende minimum skale besoldig word; met dien verstande dat as die enigste verskil tussen klasse op ondervinding, geslag of ouderdom berus, die bepaling van hierdie klousule nie van toepassing is 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 4½ maal die loon wat hierbo vir 'n werknemer van sy klas voorgeskryf word.

(D) *Berekening van bonus.*—In die geval van werksaamhede waar dit moontlik is om die produksie te meet, sal, benewens die besoldiging in klousule 4 voorgeskryf, vir die hoeveelheid werk wat bo die gewone vereiste vir die gewone skaal van besoldiging geproduseer is, 'n bonus betaal word teen die bonusskaal waarvoor tussen die werkgever en die werknemer ooreengekom is.

Die bonus moet op die volgende basis bereken word:—

Wanneer die hoeveelheid werk wat gedoen is 33½ persent meer is as die vereiste hoeveelheid vir die gewone skaal van besoldiging, sal die volgende bonus betaal word:—

	Per week van 45 uur.
	£ s. d.
Graad I-volwassene.....	2 12 6
Graad II-volwassene.....	2 10 0
Graad III-volwassene.....	2 7 6
Graad IV-volwassene.....	2 5 0
Graad V-volwassene.....	2 2 6
Graad VI-volwassene.....	2 0 0
Graad VII-volwassene.....	1 17 6
Graad VIII-volwassene.....	1 2 6
Graad IX-volwassene.....	1 1 3
Graad X-volwassene.....	1 0 0
Graad XI-volwassene.....	0 18 9

En as die hoeveelheid werk wat gedoen is, minder as 33½ persent bo die vereiste hoeveelheid is, moet daar 'n *pro rata* bedrag van bogenoemde bonus betaal word.

Vir die gewone toepassing hiervan moet berekenings op die grondslag van 'n gewone werkdag gedoen word.

(E) Niks in hierdie Ooreenkoms kan die loonskaal van 'n werknemer verminder wat op die datum van die inwerkingtreding van hierdie Ooreenkoms in die nywerheid, 'n loon ontvang het teen 'n hoër skaal as die minimum skaal wat in hierdie Ooreenkoms vir dié klas werk wat hy verrig het, voorgeskryf word nie, en sodanige werknemer is geregtig op 'n loon steeds 'n loon ontvang teen 'n skaal minstens net so hoog as sodanige hoër skaal as sou sodanige hoër skaal die minimum skaal ten opsigte van sodanige werknemer wees terwyl hy by dieselfde werkgever in diens is en dieselfde klas werk verrig.

5. AANPASSING VAN LEWENSKOSTE.

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

(B) Enige wysiging van die betrokke toelae wat in Oorlogsmaatreël No. 43 van 1942 voorgeskryf is en in werking op die datum van die inwerkingtreding van hierdie Ooreenkoms, moet beliggaam word in die uur-, week- en maandskaal van alle grade, vroulike en manlike klerk, ongekwalfiseer.

(C) Behoudens die bepaling van subklousule (A) hiervan—

(i) moet aan 'n manlike getroude opsigter en onderbaas, tegelykertyd met die betaling van die besoldiging ingevolge klousule 4 hiervan, 'n bykomende bedrag van 1s. 2d. betaal word vir elke uur wat hy gedurende daardie week of maand

	Rate per Month.		Includes Cost-of-Living Allowance.	
	£	s. d.	£	s. d.
Clerical employee and planning assistant, Male—				
During first 12 months experience....	18	0 0	8	0 0
During second 12 months experience....	21	0 0	9	0 0
During third 12 months experience....	25	0 0	10	0 0
During fourth 12 months experience....	30	0 0	12	0 0
During fifth 12 months experience....	35	0 0	13	0 0
Thereafter qualified.....	40	0 0	15	0 0
Clerical employee, female—				
During first 12 months experience....	16	0 0	7	0 0
During second 12 months experience....	18	0 0	8	0 0
During third 12 months experience....	21	0 0	9	0 0
During fourth 12 months experience....	23	0 0	9	0 0
Thereafter qualified.....	25	0 0	10	0 0

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

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

(D) *Calculation of Bonus.*—In occupations where it is possible to measure the production, a bonus will be paid in addition to the remuneration laid down in clause 4 for the amount of work produced in excess of the amount required for the ordinary rate of remuneration at the bonus rate agreed upon between the employer and the employee.

The bonus shall be calculated on the following basis:—

When the amount of work produced is 33½ per cent in excess of the amount required for the ordinary rate of remuneration the following bonus will be paid:—

	Per 45-hour Week.
	£ s. d.
Grade I.....	2 12 6
Grade II.....	2 10 0
Grade III.....	2 7 6
Grade IV.....	2 5 0
Grade V.....	2 2 6
Grade VI.....	2 0 0
Grade VII.....	1 17 6
Grade VIII.....	1 2 6
Grade IX.....	1 1 3
Grade X.....	1 0 0
Grade XI.....	0 18 9

And where the amount produced is less than 33½ per cent in excess of the amount required a *pro rata* amount of the above bonus shall be paid.

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

(E) Nothing in this Agreement shall operate to reduce the wage rate of an employee in the industry who, at the date of commencement of this Agreement was receiving wages at a rate higher than the minimum rate provided in this Agreement for the class of work on which he was employed, and such employee shall continue to be paid and be entitled to receive wages at a rate not lower than such higher rate as if such higher rate were the minimum wage in respect of such employee while employed by the same employer and while employed on the same class of work.

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, female clerical and male clerical unqualified.

(C) Subject to the provisions of sub-clause (A) hereof—

(i) a male married supervisor and chargehand or working leader shall, at the same time as the remuneration is paid in terms of clause 4 hereof, be paid an additional amount of 1s. 2d. per hour worked during that week/month, which

gewerk het, welke toelae, indien die indeksyfer meer of minder as 2,060, met 'n pennie per uur verhoog of verminder moet word, vir onderskeidelik elke 45 punte vermeerdering of vermindering; met dien verstande dat indien die besoldiging betaalbaar ingevolge klousule 4 hiervan, vermeerder of verminder word deur enige verandering in die toelae wat ingevolge Oorlogsmaatreeël No. 43 van 1942 betaalbaar is, die bedrag wat ingevolge hiervan betaalbaar is, met 'n gelyke bedrag ten opsigte van elke sodanige vermindering vermeerder moet word of ten opsigte van elke sodanige vermeerdering verminder moet word; en

- (ii) moet aan 'n manlike getroude vakman op dieselfde tyd as wat die besoldiging ingevolge klousule 4 hiervan betaal word, 'n bykomende bedrag van 1s. 2d. betaal word vir elke uur wat hy gedurende daardie week of maand gewerk het, welke toelae, indien die indeksyfer hoër of laer is as 2,060, met 'n pennie per uur vermeerder of verminder moet word vir onderskeidelik elke 30 punte vermeerdering of vermindering; met dien verstande dat indien die besoldiging wat betaalbaar is ingevolge klousule 4 hiervan, vermeerder of verminder word deur enige wysiging in die toelae wat ingevolge Oorlogsmaatreeël No. 43 van 1942 betaalbaar is, die bedrag wat ingevolge hiervan betaalbaar is, met 'n gelyke bedrag ten opsigte van elke sodanige vermindering vermeerder moet word of ten opsigte van elke sodanige vermeerdering verminder moet word; en
- (iii) moet die besoldiging wat aan 'n manlike klerklike werknemer, gekwalifiseer, betaalbaar is, vermeerder of verminder word met £1 per maand vir elke 30 punte vermeerdering of vermindering van die indeksyfer bokant of onder 2,060; met dien verstande dat indien die besoldiging wat ingevolge klousule 4 hiervan betaalbaar is, vermeerder of verminder word deur enige wysiging in die toelae wat ingevolge Oorlogsmaatreeël No. 43 van 1942, betaalbaar is, die bedrag wat ingevolge hiervan betaalbaar is, met 'n gelyke bedrag ten opsigte van elke sodanige vermindering vermeerder moet word of ten opsigte van elke sodanige vermeerdering verminder moet word.

(D) Enige aanpassing wat ingevolge paragrawe (c) (i), (ii) en (iii) hiervan nodig is, moet van krag gemaak word van die tweede maand of na die maand waarop die indeksyfer betrekking het.

(E) „Indeksyfer” beteken die bewegende gemiddelde van die beswaarde gemiddelde indeks oor 12 maande wat betrekking het op voedsel, brandstof, lig, huurgeld en diverse vir die Durbanse gebied soos bepaal deur die Direkteur van Sensus en Statistiek op die 1938-basis van 1,000 punte en gepubliseer in die *Staatskoerant*, met die nodige inagneming van die feit dat die 1938-basis van berekening verander is van 1,000 tot 100.

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

6. OORTYD.

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

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

7. SKOFTOELAES.

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

	Per week.
	£ s. d.
Vakman.....	1 15 0
Opsigter, klerklik.....	1 10 0
Onderbase, werksleiers.....	1 0 0
Graad I tot VII-werknemers.....	0 15 0
Graad VIII tot XI-werknemers en arbeiders.....	0 6 3

met dien verstande dat 'n werknemer wat minder skofte as die gewone getal werk, na verhouding minder moet ontvang.

(B) Aan 'n werknemer wat op die basis van 'n skof van 3-7½ uur werk, moet 'n skoftoelae van 1½ uur se besoldiging op die skaal bepaal in klousule 4 ontvang vir elke volle skof wat hy tussen Maandag en Vrydag werk.

8. BETALING VAN VERDIENSTE.

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

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

- (i) Premies kragtens klousule 13 van hierdie Ooreenkoms (siekteverlof).
- (ii) Premies kragtens klousule 14 van hierdie Ooreenkoms (mediese bystand).
- (iii) Premies kragtens klousule 16 van hierdie Ooreenkoms (pensioenskema).

allowance shall, where the index number is in excess of or less than 2,060, be increased or decreased by 1d. an hour for every 45 points increase or decrease respectively; 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; and

- (ii) a male married artisan shall, at the same time as the remuneration is paid in terms of clause 4 hereof, be paid an additional amount of 1s. 2d. per hour worked during that week/month, which allowance shall, where the index number is in excess of or less than 2,060, be increased or decreased by 1d. per hour for every 30 points increase or decrease respectively; 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; and

- (iii) for each 30 points increase or decrease of the index number above or below 2,060, the remuneration payable to a male clerical employee (qualified) shall be increased or decreased by £1 a month; 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 paragraphs (c) (i), (ii) and (iii) hereof shall be made with effect from the second month after that to which the index number relates.

(E) "Index number" shall mean the 12 months' moving average of the weighted average index relating to food, fuel, light, rent and sundries for the Durban area as assessed by the Director of Census and Statistics on the 1938 basis of 1,000 points and published in the *Government Gazette*, due regard being had to the fact that the 1938 basis of calculation has been altered from 1,000 to 100.

(F) The allowance payable to an employee in respect of any week or month shall be reduced pro rata to any absence from work except as is provided for in clause 11 and 12.

6. OVERTIME.

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

(B) All overtime worked by all employees shall be paid for at the rate of not less than ⅓rd 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 ALLOWANCES.

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

	Per week.
	£ s. d.
Artisan.....	1 15 0
Supervisor, clerical.....	1 10 0
Chargehands, working leaders.....	1 0 0
Employees on Grades I-VII.....	0 15 0
Employees on Grades VIII-XI and labourers.....	0 6 3

provided that an employee who works less than the normal number of shifts shall receive pro rata less.

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

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

- (i) Premiums in terms of clause 13 of this Agreement (sick leave).
- (ii) Premiums in terms of clause 14 of this Agreement (medical benefits).
- (iii) Premiums in terms of clause 16 of this Agreement (pension scheme).

(D) Benewens bogenoemde vakansiedae kan die fabriek na goeddunke van die werkgewer op Paasmaandag, die tweede Maandag in Julie, en Setlaarsdag sluit, maar daar word nie vir sulke vakansiedae betaal nie en hierdie vakansiedae is nie van toepassing op vakmanne nie.

13. SIEKTEVERLOF.

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

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

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

(B) Vir die toepassing van hierdie klousule, het die uitdrukking „diens” dieselfde betekenis as in klousule 11.

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 reglement van die skema onderworpe.

15. BONUSSE VIR LANG DIENS.

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

	Vakmanne, opsigters, onderbase, en werks- leiers. Per jaar. £ s. d.	Werk- nemers in Grade I-VII. Per jaar. £ s. d.	Werk- nemers in Grade VIII-XI. Per jaar. £ s. d.
(i) 5 jaar diens of meer maar minder as 10 jaar.	13 0 0	9 15 0	6 10 0
(ii) 10 jaar diens of meer maar minder as 15 jaar.	26 0 0	19 10 0	13 0 0
(iii) 15 jaar diens of meer maar minder as 20 jaar.	39 0 0	29 5 0	19 10 0
(iv) 20 jaar diens of meer...	52 0 0	39 0 0	26 0 0

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

(B) Die werkgewer moet, ten opsigte van 'n arbeider of werknemer wat 5 jaar ononderbroke diens verrig het en in grade VIII tot XI val, 'n bedrag betaal wat gelyk is aan enige kopbelasting wat deur sodanige persoon betaalbaar is ingevolge Wet No. 41 van 1925.

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

(D) Werknemers wat een of meer jare ononderbroke diens voltooi het, moet vir enige vakansie wat ooreenkomstig klousule 12 (D) geneem word, betaal word.

16. PENSIOENSKEMA.

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

17. VERSEKERING VAN LONE INGEVAL VAN BRAND.

Die werkgewer moet by 'n geregistreerde versekeringsmaatskappy 'n polis uitneem wat voorsiening maak vir betaling van die bedrag van een week se loon, soos bepaal in klousule 4, aan alle werknemers van die werkgewer, wat weens brand sonder werk raak; met dien verstande dat as hulle vir 'n tydperk van minder as een week sonder werk is, 'n *pro rata* bedrag betaal kan word.

18. OORPAKKE EN BESKERMENDE KLERE.

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

(D) In addition to the above holidays, the works may close at the discretion of the employer on Easter Monday, second Monday in July and Settlers' Day but such holidays shall be unpaid and these holidays shall not apply to artisans.

13. SICK LEAVE.

(A) An employer shall grant to his employee after one month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensatable under the Workmen's Compensation Act, 1941—

- (i) in the case of an employee who works a six-day week, twelve work days; and
- (ii) in the case of an employee who works a five-day week, ten work days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the wage he would have received had he worked during such period; provided that the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and the duration of the employee's illness in respect of each period of absence for which payment is claimed; and further provided that where an accumulative sick leave scheme is established by agreement between the employer and the trade union and to which the employee may contribute not more than the amount contributed by the employer in respect of each of his employees which entitles the employee to receive in the aggregate benefits substantially not less favourable to the employee than the above provisions, the terms of this clause shall not apply.

(B) For the purpose of this clause, the expression "employment" shall have the same meaning as in clause II (K).

14. MEDICAL BENEFITS.

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

15. LONG SERVICE BENEFITS.

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

	Artisans, Supervisors, Charge- hands and Working Leaders. Per annum. £ s. d.	Employees in Grades I-VII. Per annum. £ s. d.	Employees in Grades VIII-XI. Per annum. £ s. d.
(i) 5 years service or more but less than 10 years...	13 0 0	9 15 0	6 10 0
(ii) 10 years service or more but less than 15 years...	26 0 0	19 10 0	13 0 0
(iii) 15 years service or more but less than 20 years...	39 0 0	29 5 0	19 10 0
(iv) 20 years service or more	52 0 0	39 0 0	26 0 0

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 any poll tax payable by a labourer or an employee in grades VIII to XI in terms of Act No. 41 of 1925, after completion by the employee of five calendar years' unbroken service.

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

(D) Employees who have completed one or more year's unbroken service shall be paid for any holidays taken in terms of clause 12 (D).

16. PENSION SCHEMES.

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

17. INSURANCE OF WAGES IN CASES OF FIRE.

The employer shall take out a policy of insurance with a registered insurance company which shall provide for payment to be made to all employees of the employer who are deprived of work through fire the amount of one week's wages, as laid down in clause 4; provided that, should the stoppage be for a period of less than one week, a *pro rata* amount may be paid.

18. 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.

19. VERBOD OP INDIENSNEMING VAN ENIGE PERSOON ONDER DIE OUDERDOM VAN 15 JAAR.

'n Werkgewer mag geen persoon onder die ouderdom van 15 jaar in diens hê nie.

20. GETALLEVERHOUDING.

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

(B) 'n Ongekwalifiseerde klerklike werknemer of fabrieksklerk wat minstens die loon ontvang soos in klousule 4 voorgeskryf vir onderskeidelik 'n gekwalifiseerde klerklike werknemer of fabrieksklerk, kan, na gelang van die geval, beskou word as 'n gekwalifiseerde klerklike werknemer of 'n gekwalifiseerde fabrieksklerk.

21. 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 ledegeld 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 elkeen van sy werknemers wat op die Raad dien, alle geleentheid verskaf om sy pligte in verband met die Raad na te kom.

22. BEÏNDIGING VAN DIENSKONTRAK.

(A) Behoudens—

- (i) die reg van 'n werkgewer of werknemer om 'n dienskontrak sonder kennisgewing te beëindig om enige goeie rede wat by wet as voldoende erken word; of
- (ii) die bepalings van enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n diensopseggingstydperk wat vir albei ewe lank en langer as 'n week is;

moet 'n werkgewer en sy werknemer (uitgesonderd 'n los 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 werknemer nalaat om 'n dienskontrak op te sê 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, as hy ses dae in die week werk, een-seste van die weeklikse loon, en as hy vyf dae in die week werk, een-vyfde van die weeklikse loon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het;
- (ii) in die geval van 'n werknemer wat meer as een maand diens by die betrokke werkgewer voltooi het, die weeklikse loon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het.

(C) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die werkgewer, as die geld wat hy by wyse van loon aan die werknemer skuld, onvoldoende is om die volle verbeurde bedrag in subklousule (B) van hierdie klousule melding gemaak word, 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 aan die oploop was, terug te hou. Vir die toepassing van hierdie subklousule moet enige betaling wat ooreenkomstig subklousules (E) en (F) van klousule 11 van hierdie Ooreenkoms aan 'n werknemer verskuldig mag wees, ook beskou word as 'n voordeel wat oploop.

(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 in verhouding wees tot die tydperk van diensopsegging soos ooreengekom.

(E) Die kennisgewing in subklousule (A) genoem, loop van die dag af waarop dit gegee is; met dien verstande dat die diensopseggingstyd 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 nie.

23. VRYSTELLINGS.

(A) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige werknemer verleen, met dien verstande dat geen vrystelling toegestaan word dat 'n vroulike werknemer toegelaat word om in diens te wees—

- (i) tussen 6 nm. en 6 vm.;
- (ii) na 1 nm. op meer as 5 dae in 'n week nie;

uitgesonderd vir die doel om werk te verrig wat genoodsaak word deur 'n noodgeval.

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

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

20. PROPORTION OF RATIO.

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

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

21. 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.

22. TERMINATION OF CONTRACT OF SERVICE.

(A) Subject to—

- (i) the right of an employer or employee to terminate a contract of employment without notice for any good cause recognised by law as sufficient; or
- (ii) the provisions of any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;

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

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

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

(C) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-clause (B) of this clause, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment. For the purpose of this sub-clause any payment which may be due to an employee in terms of sub-clauses (E) and (F) of clause 11 of this Agreement shall also be regarded as a benefit in the process of accrual.

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

(E) The notice referred to in sub-clause (A) shall take effect from the day on which it is given; provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 11 or sick leave in terms of clause 13.

23. EXEMPTIONS.

(A) The Council may grant to or in respect of any employee exemption from any of the provisions of this Agreement; provided that no exemption shall be granted to permit of a female employee to be employed—

- (i) between 6 p.m. and 6 a.m.;
- (ii) after 1 p.m. on more than five days in any week;

except for the purpose of performing work which is necessitated by an emergency.

(B) Die Raad stel die voorwaardes vas waarop vrystelling verleen word en ook die tydperk waarvoor sodanige vrystelling van krag bly; met dien verstande dat die Raad na 7 dae kennisgewing aan die betrokke persoon enige vrystelling kan herroep, hetsy die tydperk waarvoor vrystelling verleen is, verloop het of nie.

(C) Die Sekretaris van die Raad moet aan alle persone wat ooreenkomstig die bepalings van hierdie artikel vrygestel word, 'n sertifikaat uitreik wat deur hom onderteken is en waarin die volgende vermeld word:—

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes vasgestel ooreenkomstig die bepalings van subklousule (2) van hierdie klousule waarkragtens sodanige vrystelling toegestaan word; en
 - (d) die tydperk wat die vrystelling geldig sal wees.
- (D) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, in volgorde nommer; en
 - (b) 'n afskrif hou van elke sertifikaat wat uitgereik is.

(E) Waar aansoek gedoen word om 'n vrystelling wat die voorwaarde van indiensneming van 'n werknemer raak, moet sodanige aansoek om vrystelling skriftelik aan die sekretaris van die Raad gestuur word, behoorlik onderteken deur die werkgewer en die werknemer wat geraak word.

(F) Die werkgewer moet die bepalings nakom van enige sertifikaat van vrystelling wat kragtens hierdie klousule uitgereik word.

24. TOEPASSING VAN OOREENKOMS.

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

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

Die Nywerheidsraad vir die Rubbertywerheid (Durban).

A. R. HENDRY, *Voorsitter.*
K. BYARD, *Ondervoorsitter.*
R. D. BARKER, *Sekretaris.*

13 Desember 1955.

* No. 1415.] [3 Augustus 1956.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

NYWERHEID VIR DIE VERVAARDIGING VAN RUBBERGOEDERE.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Nywerheid vir die Vervaardiging van Rubbergoedere, gepubliseer by Goewermentskennisgewing No. 1414 van 3 Augustus 1956, nie vir die persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

* No. 1416.] [3 Augustus 1956.
WET OP OORLOGSMAATREELS, 1940.—SKORSING
VAN BETALING VAN LEWENSKOSTE-
TOELAE BETAALBAAR INGEVOLGE OOR-
LOGSMAATREËL No. 43 VAN 1942, SOOS
GEWYSIG.

NYWERHEID VIR DIE VERVAARDIGING VAN RUBBERGOEDERE.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens die bepalings van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, skors hierby die werking van genoemde regulasies ten opsigte van alle werknemers wat geregtig is op 'n lewenskostetoelae ingevolge subklousule (A) van klousule 5 van die Ooreenkoms vir die Nywerheid vir die Vervaardiging van Rubbergoedere wat by Goewermentskennisgewing No. 1414 van 3 Augustus 1956 gepubliseer is.

J. DE KLERK,
Minister van Arbeid.

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

(C) The Secretary of the Council shall issue to every person exempted in accordance with the provisions of this section, 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 fixed in accordance with the provisions of sub-section (2) of this section subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(D) The Secretary of the Council shall—

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

(E) Where any exemption is applied for affecting the condition 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 section.

24. ADMINISTRATION OF THE AGREEMENT.

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

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

The Durban Rubber Industrial Council.

A. R. HENDRY, *Chairman.*
K. BYARD, *Vice-Chairman.*
R. D. BARKER, *Secretary.*

13th December, 1955.

* No. 1415.] [3 August 1956.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

RUBBER MANUFACTURING INDUSTRY.

I, JOHANNES DE KLERK, Minister of Labour, hereby, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Rubber Manufacturing Industry, published under Government Notice No. 1414 of the 3rd August, 1956, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

* No. 1416.] [3 August 1956.
WAR MEASURES ACT, 1940.—SUSPENSION OF
PAYMENT OF COST OF LIVING ALLOWANCES
PAYABLE UNDER WAR MEASURE No. 43 OF
1942, AS AMENDED.

RUBBER MANUFACTURING INDUSTRY.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees who are entitled to a cost of living allowance in terms of sub-clause (A) of clause 5 of the Agreement for the Rubber Manufacturing Industry, published under Government Notice No. 1414 of the 3rd August, 1956.

J. DE KLERK,
Minister of Labour.