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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 648.] [6 May 1960.

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

RUBBER MANUFACTURING INDUSTRY.

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

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Rubber Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employer and the trade union which entered into the said Agreement and upon the employees who are members of that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 (c), 3 to 19 (inclusive) and 21 to 23 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the area occupied by Dunlop South Africa, Ltd., in the Magisterial District of Durban; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the area occupied by Dunlop South Africa, Ltd., in the Magisterial District of Durban and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in clauses 1 (c), 3 to 8 (B) (ii) (inclusive), 8 (B) (iv) to 13 (inclusive), 15 to 19 (inclusive) and 21 to 23 (inclusive) of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 648.] [6 Mei 1960.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

NYWERHEID VIR DIE VERVAARDIGING VAN RUBBERGOEDERE.

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Nywerheid vir die Vervaardiging van Rubbergoedere betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf die genoemde tweede Maandag eindig, bindend is vir die werkgever en vakvereniging wat genoemde Ooreenkoms aangegaan het en die werknemers wat lede van daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 1 (c), 3 tot en met 19 en 21 tot en met 23 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf die genoemde tweede Maandag eindig, bindend is vir alle ander werkgevers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Nywerheid in die gebied geokkupeer deur Dunlop South Africa, Ltd., in die landdrostdistrik Durban; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 1 (c), 3 tot en met 8 (B) (ii), 8 (B) (iv) tot en met 13, 15 tot en met 19 en 21 tot en met 23 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf die genoemde tweede Maandag eindig in die gebied geokkupeer deur Dunlop South Africa, Ltd., in die landdrostdistrik Durban, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgevers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgevers ten opsigte van naturelle in hul diens.

J. DE KLERK,
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. 1414 of 3rd August, 1956, and extended by Government Notice No. 1198 of 9th August, 1957.

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 female employees.

2. PERIOD OF OPERATION OF AGREEMENT.

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

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

3. DEFINITIONS.

(A) Any expressions used in this Agreement which are defined in the Act, shall have the same meanings as in that Act, a reference to an Act shall include any amendments of such Act and further, unless inconsistent with the text—

"Act" means the Industrial Conciliation Act, 1956;

"adult" means in relation to grades I to XI inclusive, an employee of the age of 21 years and over and in relation to grades XII to XVII inclusive, and labourer, an employee of the age of 18 years and over;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan and for the purposes 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 Induna" means an employee who is wholly engaged in assisting the Induna in the proper performance of his duties;

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

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

"boss boy" means an employee who is wholly engaged upon supervision and instruction of employees in classes of work scheduled below Grade XIII;

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

"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 Noodhulpliga;

"Council" means the Durban Rubber Industrial Council;

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

"experienced adult" means an adult employee who has had not less than three months continuous experience in the relevant operation;

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

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

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

BYLAE.

NYWERHEIDSRAAD VIR DIE RUBBERNYWERHEID (DURBAN).

OOREENKOMS

aangegaan ingevolge die bepalings van die Wet op Nywerheids-
versoeping, 1956, deur en tussen

Dunlop South Africa, Limited

(hieronder „die werkgever” 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 Rubbertywerheid (Durban), ter vervanging van die Ooreenkoms tussen die partye aangegaan, soos gepubliseer by Goewermenskennisgewing No. 1414 van 3 Augustus 1956 en verleng by Goewermenskennisgewing No. 1198 van 9 Augustus 1957.

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 wat tans deur die werkgever geokkupeer word en binne die landdrosdistrik Durban geleë is.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

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

3. WOORDOMSKRYWING.

(A) Alle 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 voorts, tensy strydig met die samehang, beteken—

„Wet” die Wet op Nywerheidsversoeping, 1956;

„volwassene” met betrekking tot grade I tot en met XI, 'n werknemer wat 21 jaar en ouer is, en met betrekking tot grade XII tot en met XVII, en tot 'n arbeider, 'n werknemer wat 18 jaar en ouer is;

„ambagsman” 'n werknemer wat werk verrig wat gewoonweg deur 'n geskoolde ambagsman gedoen word, en by die toepassing van hierdie woordomskrif beteken die uitdrukking „geskoolde ambagsman” 'n persoon wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of aangewys geag word, of wat in besit is van 'n bekwaamheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel twee (7) of artikel sewe (3) van die Wet op Opleiding van Ambagsmanne, 1951;

„assistent-indoena” 'n werknemer wat uitsluitlik hulp verleen aan die indoena by die behoorlike verrigting van sy werk;

„bystandsfonds” 'n fonds wat deur die werknemers vir bystanddoeleindes gestig is en beheer word;

„ketel- en pomphuisoppasser” 'n werknemer wat toesig het oor die stoomketel- en diensinstallasie;

„baasjong” 'n werknemer wat uitsluitlik toesig het oor werknemers in die klasse werk wat onder Graad XIII aangegee word, en wat sodanige werknemers onderrig;

„eethuiswerker” 'n werknemer wat in 'n eethuis werk;

„portier” 'n werknemer wat bedags of snags uitsluitlik beheer het oor die hoofhek en wat 'n Noodhulpsertifikaat, uitgereik deur die „Red Cross Society”, „St. John Ambulance Association” of die Noodhulpliga, in sy besit het;

„Raad” die Nywerheidsraad vir die Rubbertywerheid (Durban);

„dag” die tydperk van vier-en-twintig uur gereken vanaf die tyd waarop die werknemer begin werk;

„volwassene met ondervinding” 'n volwasse werknemer met minstens drie maande ononderbroke ondervinding in die betrokke werk;

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

- Op die ploegstate aantekening hou van die tye en geproduseerde hoeveelhede en in die algemeen in die fabriek met klerklike werk help;
- bestellings bymeekaarmaak en kontroleer en versendingsbewyse en vragbriewe uitskryf;
- inkomende goedere kontroleer en ontvangsbewyse uitskryf;

„voorman” 'n werknemer in bevel van die werknemers in 'n bedryfsinrigting wat beheer oor sodanige werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul werk doeltreffend verrig;

"gang boss boy" means an employee who, whilst performing the duties of an employee in Grade XVI, supervises the work of employees in classes of work scheduled below Grade XVI.

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

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

(a) Fabric Calendar machine operator;

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

(a) Tread Extruding machine operator;

(b) Tube Extruding machine operator;

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

(a) Pump-house 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 aero covers;

(f) viewing products in Base Stores;

(g) table operator on belt making;

(h) strip calendar machine operator;

(i) curer on autoclaves;

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

(a) Profile calendar machine operator;

(b) operator on belt press;

(c) factory clerk;

(d) assistant storeman;

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

(a) Bias cutting machine operator;

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

(a) Fabric calendar machine assistant;

(b) handyman;

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

(a) Building giant covers, other than light truck, aero or tractor covers;

(b) viewing car and giant covers in the finishing section;

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

(a) Press moulding covers other than wheelbarrow and cycle covers;

(b) giant curing operator;

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

(a) Building covers other than giant, aero or cycle covers;

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

(a) Assembling batches for rubber compounds;

(b) viewing car and truck covers in making section;

(c) viewing cured covers;

(d) changing moulds on cycle cover presses;

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

(a) Induna;

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

(a) Assistant Induna;

(b) training instructor;

(c) boss boy;

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

(b) Blending powders and rubbers on mill;

(b) feeding Banbury hopper;

(c) first hand in canteen;

(d) checking finished products;

"ploegbaasjong" 'n werknemer wat, terwyl hy die werk verrig van 'n werknemer, graad XVI, toesig hou oor die werk van werknemers in klasse werk onder "Graad XVI" aan-gegee.

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

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

(a) Bediener van weefselkalendermasjien;

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

(a) Bediener van loopvlakuitdrukmasjien;

(b) bediener van binnebanduitdrukmasjien;

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

(a) Ketel- en pomphuisoppasser;

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

(a) Toetsers in die walskamer;

(b) toetsbestuurders;

(c) vragmotorbestuurders;

(d) ontvangsklerk in beheer van verkeer;

(e) vliegtuigbuitebande opbou;

(f) produkte in basispakkamers inspekteer;

(g) tafelerker by dryfriemvervaardiging;

(h) bediener van 'n strookkalendermasjien;

(i) vulkaniseerder by outoklawe;

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

(a) Bediener van 'n profielkalendermasjien;

(b) dryfriempersbediener;

(c) fabrieksklerk;

(d) assistent-magasynman;

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

(a) skuinssnymasjienbediener;

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

(a) Helper by weefselkalendermasjien;

(b) algemene werksman;

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

(a) Reusebuitebande, uitgesonderd ligte vragwa-, vliegtuig- of trekkerbuitebande, opbou;

(b) motor- en reusebuitebande in die afwerkafdeling inspekteer;

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

(a) Buitebande, uitgesonderd kruitwa- en fietsbuitebande, vormpers;

(b) bediener van reusebuitebandvulkaniseerder;

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

(a) Buitebande, uitgesonderd reuse-, vliegtuig- of fietsbuitebande opbou;

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

(a) Juiste hoeveelhede materiaal vir rubbermengsels bymekaarsit;

(b) motor- en vragmotorbuitebande in die vervaardigingsafdeling inspekteer;

(c) gevulkaniseerde buitebande inspekteer;

(d) vorms in fietsbuitebandperse vervang;

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

(a) Indoena;

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

(a) Assistent-indoena;

(b) opleidingsinstrukteur;

(c) baasjong;

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

(a) Poeiers en rubber op wals meng;

(b) 'n Banbury-treger voer;

(c) eerste eethuiswerker;

(d) voltooide produkte nagaan;

- (e) fitting covers in moulds for autoclaves;
- (f) loading autoclaves;
- (g) operating manually operated or full automatic office machines;
- (h) frothing operator on Dunlopillo;
- (i) off loading coal by grab;
- (j) surgery attendant;

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

- (a) Receiving rubber on 84 in. smooth mills;
- (b) sheeting out mixes on 84 in. smooth mills including returns;

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

- (a) Gang boss boy;
- (b) assembling powders or rubbers in compound room;
- (c) sheeting and strip cutting on mills;
- (d) curing tubes in pots;
- (e) refining rubber by machine including strip cutting;
- (f) buffing airbags by machine or by hand;
- (g) building airbags on mandrel and fitting valves and joining;
- (h) assistant to splicer;
- (i) coating fabric and dry on steam chests;
- (j) bundling and boxing motor or truck tubes;
- (k) making monoband covers;
- (l) curing monoband covers;
- (m) wrapping and labelling covers;
- (n) moulding raw or repaired airbags;
- (o) felt covering tennis ball cores;
- (p) tearing or cutting fabric or linen by machine;
- (q) drum building of vee belts;
- (r) labourers, first hand;
- (s) butt joining, pressing up and fitting valves to tubes;
- (t) assembling ply components for motor and truck covers;
- (u) balancing and rebalancing motor covers;
- (v) press curing;
- (w) handbuilding on Dunlopillo;
- (x) assistant on Dunlopillo mixing and moulding;
- (y) handling materials or products by electrician;
- (z) stripping, loading and wrapping drum built vee belts;
- (aa) press curing grommet built vee belts;
- (bb) moulding tennis balls and playballs in shaw press;
- (cc) decoring and reassembling formers;

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

- (a) Skiving spue from cycle, motor or truck covers;
- (b) ironing and sealing patches on covers;
- (c) cutting, joining and deburring cycle coil wires on semi-automatic machine;
- (d) filling solution tubes and 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) assembling belt plies;
- (h) patching veneering or revalving airbags;
- (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 tennis balls other than felt covering;
- (o) doping fabric by machine;
- (p) cutting, joining, coiling, grinding, nipping, trimming, rubbering or sizing cycle coil wires;
- (q) washing rubber in mills;
- (r) assembling undertread to tread by hand;
- (s) cutting and profiling apex core;
- (t) cutting rubber from bales by press;
- (u) spooling monoband casing material;
- (v) drying material on steam heated dryer;
- (w) making cross cord and repair patches;
- (x) assembling retread or recapping strip;
- (y) cutting cord material from scrap by hand;
- (z) wet chalking or lubricating covers;
- (aa) size marking;
- (bb) checking out scrap;
- (cc) rectifying tubes;
- (dd) rebatching linings by machine;
- (ee) batching material off calenders, bias cutting machine or extruder;
- (ff) checking out part finished products;
- (gg) cutting out beads by machine;
- (hh) assembling valve parts and mould;
- (ii) applying rubber or solution to metal parts preparatory to moulding;
- (jj) all operations on Dunlopillo other than frothing, mixing, moulding, and handbuilding;
- (kk) all operations on vee belts other than drum building, stripping, loading, wrapping and press curing grommet built vee belts;

- (e) buitebande in vorms vir outoklawe insit;
- (f) outoklawe-laa;
- (g) hand- of geheel en al outomatiese kantoormasjiene bedien;
- (h) skuimmasjienebediener op Dunlopillo;
- (i) steenkool met 'n grypbak aflaai;
- (j) noodhulpman;

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

- (a) Rubber op 84 duim gladwals ontvang;
- (b) kalandar van mengsel op 84 duim gladwals, met inbegrip van terugvoer;

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

- (a) Ploegbaasjong;
- (b) poeiers of rubber in mengselkamer bymekaarsit;
- (c) velle en stroke op walse sny;
- (d) binnebande in ketels vulkaniseer;
- (e) rubber met 'n masjiene raffineer, met inbegrip van stroke sny;
- (f) lugsakke met 'n masjiene of met die hand afwerk;
- (g) lugsakke op 'n spil opbou, ventiele insit en las;
- (h) helper van lasser;
- (i) weefsel bestryk en op stoomkaste droë;
- (j) motor- of vragmotorbinnebande saambind en in kiste verpak;
- (k) monoband-buitebande maak;
- (l) monoband-buitebande vulkaniseer;
- (m) buitebande toedraai en etiketteer;
- (n) ru- of herstelde lugsakke vorm;
- (o) tennisbalkerns met vilt beklee;
- (p) weefsel of linne met 'n masjiene skeur of sny;
- (q) V-bande op die trommel bou;
- (r) arbeiders, eerste werker;
- (s) stuiklas oppers en insit van ventiele in binnebande;
- (t) laagbestanddele vir motor- en vragmotorbuitebande in-mekaarsit;
- (u) motorbuitebande balanseer en herbalanseer;
- (v) persvulkaniseer;
- (w) handbouwerk aan Dunlopillo;
- (x) helper by die meng en vorm van Dunlopillo;
- (y) materiaal of produkte met 'n elektriese voertuig hanteer;
- (z) V-bande op die trommel gevorm, stroop, laai en toedraai;
- (aa) V-bande op die gleuftring gebou op 'n pers vulkaniseer;
- (bb) tennisballe en speelballe in Shaw-perse vorm;
- (cc) vormers versier en weer inmekaarsit;

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

- (a) Braam van fiets-, motor- en vragmotorbuitebande af-sny;
- (b) lappe op buitebande uitstryk en verseël;
- (c) fietsroldrade op 'n halfoutomatiese masjiene sny, las en afbaard;
- (d) buisies en bottels met rubberlym vul en met 'n masjiene of met die hand verseël;
- (e) spanrande spiraalindraai en vullers en spanrande aan mekaar vassit;
- (f) vullers, kussings, of skokstroke met 'n masjiene of met die hand inmekaarsit;
- (g) dryfriemlae inmekaarsit;
- (h) lugsakke lap, sneed of nuwe ventiele insit;
- (i) klappe afskuins en las;
- (j) helpers van pers- of panvormers;
- (k) buitebande met die hand op vormers inmekaarsit;
- (l) motor- en vragmotorbuitebande spuit;
- (m) fietsbinnebande maak;
- (n) tennisballe maak, uitgesonderd viltbedekking;
- (o) spanlak met 'n masjiene aan weefsel aansit;
- (p) fietsroldrade sny, las, oprol, skuur, nippel, afwerk, met rubber beklee of met rubberlym behandel;
- (q) rubber walse was;
- (r) onderloopvlak met die hand aan loopvlak vassit;
- (s) apekskerm sny en profileer;
- (t) rubber met 'n pers van bale afsny;
- (u) monobandvoeringmateriaal opdraai;
- (v) materiaal op stoomverhitte droër droog;
- (w) dwarskoord- en herstellappe maak;
- (x) versool- of halfsoolstroke inmekaarsit;
- (y) koordmateriaal met die hand uit afval sny;
- (z) buitebande met nat talk of smeermiddel behandel;
- (aa) grootte merk;
- (bb) afvalmateriaal nagaan;
- (cc) binneband regmaak;
- (dd) voerings met 'n masjiene herbondel;
- (ee) materiaal of hoeveelhede van kalenders, skuinsny-masjiene of uitdrukmasjiene afneem;
- (ff) halfklaar produkte nasien;
- (gg) spanrande met 'n masjiene uitsny;
- (hh) ventielede inmekaarsit en vorm;
- (ii) rubber of rubberlym aan metaaldele voor vorming stryk;
- (jj) alle werksaamhede aan Dunlopillo, uitgesonderd skuim, meng, vorm en handbouwerk;
- (kk) alle werksaamhede aan V-bande, uitgesonderd op die trommel bou, gleuftringe-vormde V-bande stroop, laai, toedraai en persvulkaniseer;

"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;

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

"juvenile" means, in relation to grades I to XI inclusive, an employee under the age of 21 years, and in relation to grades XII to XVII 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 especially made to contain them;
- (h) stencilling and marking boxes, bales and other packages;
- (i) binding or strapping boxes, bales or other containers, binding or tying up, wrapping in hessian;
- (j) operating a hand hoist;
- (k) feeding and taking off from machine or conveyors other than feeding and taking off from mills or Banbury;
- (l) sorting or handling scrap;
- (m) oiling and greasing machinery;
- (n) cutting up rubber by hand from the bale or rubber compounds;
- (o) trimming rough edges of moulded goods by hand;
- (p) gardening work;
- (q) winding, rewinding and cleaning linings by hand;
- (r) debanding by hand;
- (s) guarding and patrolling premises;
- (t) weighing goods on a set scale;
- (u) cleaning and washing, other than cleaning linings by machine;

"law"—law shall include the Common Law.

"leading worker" means an employee who under the supervision of a foreman is in charge of a gang or group of employees and who is responsible for the efficient performance by them of their duties;

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

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

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

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

"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 the commissioner;

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

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

"test driver" means an employee engaged in driving a motor vehicle for the purpose of testing tyres;

"training instructor" means an employee who, under the control of the Personnel Manager, is responsible for the training of employees in classes of work scheduled below grade XII.

"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.

"algemene werksman" 'n werknemer, uitgesonderd 'n ambagsman, wat algemene herstelwerkies aan terreine, geboue en uitrusting uitvoer en dit onderhou en wat klein toebehoor in verband daarmee vervaardig;

"indoena" 'n werknemer wat, onder toesig van die personeelbestuurder, verantwoordelik is vir die uitoefening van algemene dissipline oor die hekwaagte, terreinwaagte en werknemers in grade XII tot XVII;

"jeugdige" met betrekking tot grade I tot en met XI, 'n werknemer onder die ouderdom van 21 jaar, en met betrekking tot grade XII tot en met XVII en arbeider, 'n werknemer onder die ouderdom van 18 jaar;

"arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (a) Oplei, dra, verplaas, stapel of in hoeveelhede bymekaarsit;
- (b) vullis, as of afvalmateriaal verwyder en persele skoonmaak;
- (c) briewe, boodskappe, of goedere te voet, of per fiets of met 'n handvoertuig aflewer;
- (d) laai of aflaai, uitgesonderd die laai of aflaai van perse;
- (e) tee of dergelike drank- maak, skoonmaak, was en dra in eethuis, en omvat 'n eethuiswerker;
- (f) kiste, bale of pakke oop- of toemaak;
- (g) artikels van dieselfde grootte en getal in houers verpak wat spesiaal gemaak is om hulle te bevat;
- (h) kiste, bale en ander pakke sjabloneer en merk;
- (i) draad of bande om kiste, bale of ander houers draai; vasbind of vasknoop, in goingsak toedraai;
- (j) 'n handhystoestel bedien;
- (k) voer aan of afneem van masjiene of vervoerders (uitgesonderd voer aan of afneem van walse of Banbury);
- (l) afvalmateriaal sorteer of hanteer;
- (m) masjinerie olie en smeer;
- (n) rubber van bale of rubbermengsels met die hand op-sny;
- (o) met die hand ru-kante van gevormde goedere afwerk;
- (p) tuinwerk;
- (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 weeg;
- (u) skoonmaak en was, uitgesonderd voerings met masjiene skoonmaak;

"wet" ook die gemene reg;

"spanleier" 'n werknemer wat onder toesig van 'n voorman beheer het oor 'n ploeg of groep werknemers en daarvoor verantwoordelik is dat hulle hul werk behoorlik verrig;

"militêre opleiding" die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel 21 (1), gelees met subartikels (1) en (2) van artikel 22, van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

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

"gewone skaal van besoldiging" die uurskaal soos in klousule 4 voorgeskryf;

"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 omvat dit enige ander soort lugbuitebande of -binnebande, tennisballe, vervoer-dryfrieme, V-bande, rubberslange, versoolstoke, Dunlopillo, klappe en rubberlym, en ander rubbergoedere of gerubberiseerde goedere;

"korttyd" 'n tydelike vermindering van die getal gewone werkure van 'n werknemer veroorsaak deur 'n algemene onklaarmaking van installasie en masjinerie of 'n dreigende onbruikbaarwording van geboue as gevolg van 'n ongeluk of onvoorsiene noodgeval, of slapte in die bedryf, of 'n tekort aan grondstowwe;

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

"noodhulpman" 'n werknemer wat in die noodhulppteek werk en wat in geval van ongelukke of siekte noodhulp verleen aan persone wat by die fabriek werk, en wat 'n noodhulpsertifikaat uitgereik deur die "Red Cross Society", "St. John Ambulance Association" of die Noodhulpiga, in sy besit het;

"statutêre vakansiedag" 'n betaalde openbare vakansiedag, waartoe 'n werknemer ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregtig is;

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

"opleidingsinstrukteur" 'n werknemer wat, onder toesig van die personeelbestuurder, verantwoordelik is vir die opleiding van werknemers in klasse werk laer as Graad XII ingedeel;

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

(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 C.O.L.A.
	Pence.	£ s. d.	£ s. d.
Leading worker.....	78	14 12 6	3 11 3
Grade I, experienced adult.....	71	13 6 3	3 11 3
Grade II, experienced adult.....	69	12 18 9	3 11 3
Grade III, experienced adult.....	67	12 11 3	3 11 3
Grade IV, experienced adult.....	65	12 3 9	3 11 3
Grade V, experienced adult.....	63	11 16 3	3 11 3
Grade VI, experienced adult.....	61	11 8 9	3 11 3
Grade VII, experienced adult.....	59	11 1 3	3 11 3
Grade I to VII, inexperienced adult during first three months of employment.....	51	9 11 3	3 3 9
Grade VIII, experienced adult.....	46	8 12 6	3 0 0
Grade IX, experienced adult.....	44	8 5 0	2 16 3
Grade X, experienced adult.....	42	7 17 6	2 12 6
Grade XI, experienced adult.....	40	7 10 0	2 12 6
Grade VIII to XI, inexperienced adult during first three months of employment.....	32	6 0 0	2 1 3
Grade XII, experienced adult.....	28	5 5 0	1 13 9
Grade XIII, experienced adult.....	24	4 10 0	1 10 0
Grade XIV, experienced adult.....	21	3 18 9	1 6 3
Grade XV, experienced adult.....	20	3 15 0	1 6 3
Grade XVI, experienced adult.....	18	3 7 6	1 2 6
Grade XVII, experienced adult.....	17	3 3 9	1 2 6
Labourer, experienced.....	17	3 3 9	1 2 6
Grade XII to XVII and labourer, inexperienced adult during first three months of employment.....	16	3 0 0	1 2 6
Grade I to VII, juvenile—			
Age 17.....	35	6 11 3	2 5 0
Age 18.....	38	7 2 6	2 8 9
Age 19.....	44	8 5 0	2 16 3
Age 20.....	48	9 0 0	3 0 0
Grade VIII to XI, juvenile—			
Age 17.....	16	3 0 0	1 2 6
Age 18.....	19	3 11 3	1 2 6
Age 19.....	25	4 13 9	1 11 10½
Age 20.....	29	5 8 9	1 17 6
Grade XII to XVII, labourer and juvenile under age 18.....	11	2 1 3	0 15 0
Commissionaire.....	65	12 3 9	3 11 3
Gate guard.....	18	3 7 6	1 2 6
Site guard.....	17	3 3 9	1 2 6
Artisan.....	85	15 18 8	3 11 3

(B) *Differential Rates.*—An employer who requires or permits a member of one class of his employees to do, for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

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

Provided that—

- (i) this sub-clause shall not apply where the difference between classes in terms of sub-clause A is based on age, or experience;

(B) By die toepassing van bogenoemde woordskrywings word daar geag dat 'n werknemer binne die klas val waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. BESOLDIGING.

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

	Uurloon.	Weekloon.	Met ingegrip van lewenskostetoe-lae.
	d.	£ s. d.	£ s. d.
Spanleier.....	78	14 12 6	3 11 3
Graad I, volwassene, met ondervinding	71	13 6 3	3 11 3
Graad II, volwassene, met ondervinding.....	69	12 18 9	3 11 3
Graad III, volwassene, met ondervinding.....	67	12 11 3	3 11 3
Graad IV, volwassene, met ondervinding.....	65	12 3 9	3 11 3
Graad V, volwassene, met ondervinding.....	63	11 16 3	3 11 3
Graad VI, volwassene, met ondervinding.....	61	11 8 9	3 11 3
Graad VII, volwassene, met ondervinding.....	59	11 1 3	3 11 3
Graad I tot VII, volwassene, sonder ondervinding, gedurende eerste drie maande diens.....	51	9 11 3	3 3 9
Graad VIII, volwassene, met ondervinding.....	46	8 12 6	3 0 0
Graad IX, volwassene, met ondervinding.....	44	8 5 0	2 16 3
Graad X, volwassene, met ondervinding.....	42	7 17 6	2 12 6
Graad XI, volwassene, met ondervinding.....	40	7 10 0	2 12 6
Graad VIII tot XI, volwassene, sonder ondervinding, gedurende eerste drie maande diens.....	32	6 0 0	2 1 3
Graad XII, volwassene, met ondervinding.....	28	5 5 0	1 13 9
Graad XIII, volwassene, met ondervinding.....	24	4 10 0	1 10 0
Graad XIV, volwassene, met ondervinding.....	21	3 18 9	1 6 3
Graad XV, volwassene, met ondervinding.....	20	3 15 0	1 6 3
Graad XVI, volwassene, met ondervinding.....	18	3 7 6	1 2 6
Graad XVII, volwassene, met ondervinding.....	17	3 3 9	1 2 6
Arbeider, met ondervinding.....	17	3 3 9	1 2 6
Graad XII tot XVII, volwassene en arbeider, sonder ondervinding gedurende eerste drie maande diens	16	3 0 0	1 2 6
Jeugdiges, Grade I tot VII—			
17 jaar oud.....	35	6 11 3	2 5 0
18 jaar oud.....	38	7 2 6	2 8 9
19 jaar oud.....	44	8 5 0	2 16 3
20 jaar oud.....	48	9 0 0	3 0 0
Jeugdiges, Grade VIII tot XI—			
17 jaar oud.....	16	3 0 0	1 2 6
18 jaar oud.....	19	3 11 3	1 2 6
19 jaar oud.....	25	4 13 9	1 11 10½
20 jaar oud.....	29	5 8 9	1 17 6
Graad XII tot XVII, arbeider, en jeugdiges jonger as 18 jaar.....	11	2 1 3	0 15 0
Portier.....	65	12 3 9	3 11 3
Hekwag.....	18	3 7 6	1 2 6
Terreinwag.....	17	3 3 9	1 2 6
Ambagsman.....	85	15 18 8	3 11 3

(B) *Differensiële loonskaal.*—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam een uur op enige dag, of benewens sy eie werk of in die plek daaryan, werk te 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) vermeld, minstens die dagloon bereken teen die hoogste weekskaal vir sodanige klas:

Met dien verstande dat—

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

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

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

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

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

(F) Nothing in this Agreement shall operate to reduce the wage rate of an employee in the industry who, at the date of commencement of this Agreement was receiving wages at a rate higher than the minimum rate provided in this Agreement for the class of work on which he was employed.

5. COST OF LIVING ADJUSTMENT.

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

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

(C) Subject to the provisions of sub-clause (A) hereof—the cost of living allowance which is included in the hourly/weekly rate of remuneration in terms of clause 4 for artisans, commissionaires, leading workers and employees in Grades I to VII shall, where the Consumer Price Index for the Durban area is in excess of or less than 100, be increased or decreased by 1d. per hour for every 1.4 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.

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

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

6. OVERTIME.

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

(B) All overtime worked by all employees shall be paid for at the rate of not less than one third of his ordinary rate of remuneration in addition to the remuneration earned for the time so worked; provided that if overtime on a daily basis differs from that on a weekly basis, the basis which is more favourable to an employee shall apply.

7. SHIFT ALLOWANCES.

(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:—

	s.	d.	
Artisan.....	7	0	per shift.
Leading workers, commissionaires and employees in Grade I to VII.....	5	0	per shift.
Employees in Grades VIII to XI.....	3	6	per shift.
Employees in Grade XII to XVII and labourers.....	1	6	per shift.

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

8. PAYMENTS OF EARNINGS.

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

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

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

(D) *Loonaansporingskemas.*—Indien die werkgewer '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 is by hierdie Ooreenkoms, oor die voorwaardes van so 'n skema ooreen kan kom.

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

(F) Niks in hierdie Ooreenkoms kan die loonskaal van 'n werknemer in die Nywerheid verminder wat op die datum van die inwerkingtreding van hierdie Ooreenkoms 'n loon ontvang het teen 'n hoër skaal as die minimum skaal wat in hierdie Ooreenkoms vir die klas werk wat hy verrig het, voorgeskryf word nie.

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 soos in werking op die datum van die inwerkingtreding van hierdie Ooreenkoms, moet beliggaam word in die uur-, week- en maandskaal van alle grade.

(C) Behoudens die bepalings van subklousule (A) hiervan moet die lewenskostetoelae wat by die uur-/weekbesoldigingskaal ingesluit is ingevolge klousule 4 vir ambagsmanne, portiers, spanleiers en werknemers in Grade I tot VII, indien die verbruikersprysindeks vir die gebied Durban meer of minder is as 100, met 'n pennie per uur verhoog of verminder word vir onderskeidelik elke 1.4 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 Oorlogsmaatreël 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 paragraaf (C) hiervan nodig is, moet van krag gemaak word vanaf die tweede maand na die maand waarop die verbruikersprysindeks betrekking het.

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

6. OORTYD.

(A) Alle ure wat die gewone werktuure in klousule 9 van hierdie Ooreenkoms voorgeskryf, te bowe gaan, 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 basis verskil van dié op 'n weeklikse basis, die basis wat vir 'n werknemer die gunstigste is, van toepassing is.

7. SKOFTOELAE.

(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 basis:—

	s.	d.	
Ambagsman.....	7	0	per skof.
Spanleiers, portiers en Graad I tot VII-werknemers.....	5	0	per skof.
Graad VIII tot XI-werknemers.....	3	6	per skof.
Graad XII tot XVII-werknemers en arbeiders.....	1	6	per skof.

(B) Aan '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 4, betaal 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 werktuure op die gewone betaaldag van die bedryfsinrigting, of by diensbeëindiging as dit voor die gewone betaaldag val, in kontant of per tjek betaal word.

(B) An 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) With the written consent of the employee; deductions for subscriptions to the funds of the trade union.
- (iv) With the written consent of the employee; deductions for holiday savings.
- (v) With the written consent of the employee; deductions in repayment of loans advanced from the benevolent fund.
- (vi) Any amount which the employer by any law, ordinance or order of any competent Court, is required or permitted to make.
- (vii) An amount proportionate to any period when the employee is not at work otherwise than on the instructions or at the request of his employer; provided that—
 - (a) the employer shall give twenty-four hours' notice in the case of short time arising out of temporary slackness of trade or shortage of raw materials or staggered shut-down or start-up for the annual holidays;
 - (b) the employer shall give one hour's notice in the case of short time arising from any other cause.
- (viii) In respect of any public holiday other than New Year's Day, Good Friday, Easter Monday, Ascension Day, Settlers' Day, Day of the Covenant or Christmas Day, upon which the employee is not permitted or required to work, the wage the employee would have received had he worked on such day.

9. HOURS OF WORK.

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

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

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

(D) The ordinary hours of work of employees in the boiler and pump-house shall be 45 hours per week of six days and shall not exceed eight hours per day on five days a week and five hours on the sixth day.

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

- (i) if such interval be for longer than one hour a period in excess of an hour and a quarter shall be deemed to be ordinary hours of work;
- (ii) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(F) The employer may require or permit an employee to work for not more than fifty six hours in any one week.

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

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

10. REST PERIODS.

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

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

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

11. ANNUAL LEAVE.

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

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

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

(B) Aan 'n 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 aftrekkings as onderstaande mag gedoen word nie:—

- (i) Premies kragtens klousule 13 van hierdie Ooreenkom (siekteverlof).
- (ii) Premies kragtens klousule 14 van hierdie Ooreenkom (mediese bystand).
- (iii) Met die skriftelike toestemming van die werknemer, aftrekkings vir ledegeld vir die vakverenigingsfondse.
- (iv) Met die skriftelike toestemming van die werkgewer, aftrekkings vir vakansiespaarfonds.
- (v) Met die skriftelike toestemming van die werknemer, aftrekkings vir die terugbetaling van lenings voorgeskiet uit die bystandsfonds.
- (vi) Enige bedrag wat die werkgewer ingevolge enige wet, ordonansie of bevel van enige bevoegde hof verplig of toegelaat word om af te trek.
- (vii) 'n Bedrag eweredig met enige tydperk wat 'n werknemer om 'n ander rede as op las of versoek van sy werknemer uit sy werk afwesig is; met dien verstande dat—
 - (a) die werkgewer vier-en-twintig uur kennis moet gee in die geval van korttyd veroorsaak deur 'n tydelike slappe in die bedryf of 'n tekort aan grondstowwe of verskillende sluitings- en aanvangstye vir die jaarlikse vakansies;
 - (b) die werkgewer een uur kennis moet gee in die geval van korttyd weens enige ander oorsaak.
- (viii) Ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Setlaarsdag, Gelofte-dag of Kersdag, waarop die werknemer nie toegelaat of daar nie van hom vereis word om te werk nie, die loon wat die werknemer sou ontvang het as hy op sodanige dag sou gewerk het.

9. WERKURE.

(A) Die gewone werkure van alle werknemers op die skof van 9 uur is 45 uur per week, uitgesonderd etenstye, vir vyf 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 drie skofte van 7½ uur, is 42½ uur per week indien oggend-skof gewerk word of 37½ uur per week indien middag- en nag-skof 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 waarvoor die noodsaaklikheid ontstaan, gewerk kan word, maar hoogstens 48 uur, met inbegrip van etenstye, in een week en met dien verstande dat dit, wanneer nodig, 'n Sondag kan insluit.

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

(E) *Etensonderbrekings.*—'n Werkgewer mag nie van 'n werknemer, uitgesonderd 'n portier en wag en werknemers in die pomp- en ketelhuis, vereis of hom toelaat om langer as 5 uur aan-teen te werk sonder 'n ononderbroke pouse van minstens een uur waartydens geen werk verrig mag word nie, en sodanige tydperk word nie as deel van die gewone werkure of oortyd beskou nie, met dien verstande dat—

- (i) as sodanige tydperk langer as een uur duur, enige tydperk bo 1½ uur as gewone werkure beskou 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 ses-en-vyftig uur in 'n week te werk.

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

(H) Behoudens soos bepaal in klousule 9 (E) en klousule 10, is alle werkure aaneenlopend.

10. RUSPOUSES.

(A) Op die skof van 9 uur moet ruspouses van 10 minute elk waarin geen werk verrig mag word nie, so na moontlik aan die middel van elke halwe skof aan elke werknemer toegestaan word, en vir die doel van berekening van besoldiging word sodanige 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 kosteloos verskaf word.

11. JAARLIKSE VERLOF.

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

(B) Die werkgewer moet, behoudens die bepalings van sub-klousule (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 vyftien opeenvolgende werkdade verlof met besoldiging toegestaan word na die voltooiing van twaalf maande ononderbroke diens.

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

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

(iv) Artisans, leading workers, commissionaires and employees in grades I to VII shall, after ten years' unbroken service, be granted one week's additional paid leave per annum, to be taken at a time mutually convenient to the employer and the employee.

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

(E) If the Day of the Covenant, Christmas Day, New Year's Day, Good Friday, Easter Monday, Ascension Day or Settlers' Day falls within the period of leave referred to in Clause (C), such day shall be added to the said period as a further period of paid leave, provided that in the case of the employee who works a five day week, where such holiday falls on the sixth day of the week, the provisions of this clause shall not apply.

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

(G) The rate of remuneration for annual leave shall be the rate of pay which the employee was receiving immediately prior to the period of such leave, and in the case of employees on grades I to XVII shall be the ordinary rate of remuneration, together with any bonus that may be payable to the employee at the date of accrual of such leave.

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

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

(J) Employees absent in terms of clause 13 or through injury on duty during the period the factory is closed, and who are entitled to annual leave during this period, shall take their annual leave within two months of their return to work.

(K) (i) Whenever an artisan is paid his holiday leave pay, he shall in respect of every normal shift worked and for those not worked but for which a medical certificate was presented in his leave cycle, be paid a holiday bonus of 32-09d. Payment of this bonus in respect of shifts not worked but for which medical certificates were presented shall be subject to the maximum sick leave entitlement.

(ii) The maximum bonus payment for any one period of leave shall be limited to £32. 10s. 0d. and any balance shall be credited towards the next leave period.

12. PUBLIC HOLIDAYS AND SUNDAYS.

(A) An employee shall be entitled to and be granted paid leave on New Year's Day, Good Friday, Easter Monday, Ascension Day, Settlers' Day, Day of the Covenant and Christmas Day, when payment shall be made at the ordinary rate of remuneration together with any bonus that may be payable to the employee; provided that an employee may be required to work on such day; provided further that in the case of an employee who works a five day week, where such holiday falls on the sixth day of the week the above provisions shall not apply.

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

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

- (i) double the ordinary rate of remuneration payable in respect of the period ordinarily worked by him on a week day; provided that whenever an artisan is engaged on maintenance and/or urgent repairs, such employees shall be paid at double the remuneration prescribed in clause 4 for the hours worked and shall in no case receive less than three hours' pay at such double rate;

(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 twee maande na die voltooiing van die jaar diens waarop die verlof betrekking het.

(iv) Na tien jaar ononderbroke diens moet daar aan ambagsmanne, spanleiers, portiers en graad I tot VII-werknemers een week ekstra betaalde verlof per jaar toegestaan word, en dit moet geneem word op 'n tydstop wat vir sowel die werkgewer as vir die werknemer gerieflik is.

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

(E) As Geloftedag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag of Setlaarsdag binne die verloftydperk in klousule (C) vermeld, val, moet sodanige dag as 'n verdere tydperk van verlof met betaling aan genoemde tydperk toegevoeg word; met dien verstande dat in die geval van die werknemer wat 'n vyfdagweek 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 voor die begin van sodanige verlof betaal word.

(G) Die besoldigingskaal vir jaarlikse verlof is die skaal waarteen die werknemer onmiddellik voor die tydperk van sodanige verlof besoldig is, en in die geval van graad I tot XVII-werknemers is dit die gewone besoldigingskaal saam met enige bonus wat aan die werknemer betaalbaar is op die datum wanneer sodanige verlof opgeloopt het.

(H) Die tydperk van sodanige verlof mag nie saamval met enige tydperk waarin die werknemer onder diensopsegging staan ingevolge klousule 22, of met enige tydperk van siekteverlof of enige tydperk waarin hy militêre opleiding 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;
- (iii) in opdrag of op versoek van sy werkgewer van sy werk afwesig is;
- (iv) met siekteverlof kragtens klousule 13 afwesig is;
- (v) weens besering op diens afwesig is;

en wel tot 'n totaal in enige jaar van hoogstens tien 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 twee maande na hulle terugkeer tot hul werk.

(K) (i) Wanneer aan 'n ambagsman sy vakansieverlofbesoldiging 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, in sy verlofsiklus 'n vakansiebonus van 32-09d. ontvang. Betaling van hierdie bonus ten opsigte van skofte wat nie gewerk is nie maar waarvoor mediese sertifikate ingedien is, is onderworpe aan die maksimum siekteverlof waarop 'n werknemer geregtig is.

(ii) Die maksimum bonusbetaling vir enige verloftydperk is vasgestel op £32. 10s. en die volgende verloftydperk moet met enige balans gekrediteer word.

12. OPENBARE VAKANSIEDAE EN SONDAE.

(A) 'n Werknemer is geregtig op verlof met besoldiging op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Setlaarsdag, Geloftedag en Kersdag en sodanige verlof moet aan hom toegestaan word; 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 'n vyfdagweek werk en waar sodanige vakansiedag op die sesde dag van die week val, bogenoemde bepalings nie van toepassing is nie.

(B) As van 'n werknemer vereis word om op enigeen van genoemde openbare vakansiedae te werk, moet aan hom 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) Aan 'n werknemer, uitgesonderd 'n portier of wag, wat op Sondag werk, moet minstens die volgende betaal word:—

- (i) Dubbel die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; met dien verstande dat as 'n ambagsman onderhouds- en/of dringende herstelwerk verrig, hy dubbel die besoldiging, voorgeskryf in klousule 4 vir die ure wat hy gewerk het, betaal word; en dat hy onder geen omstandighede, minder as dubbel die besoldiging vir drie uur ontvang nie;

- (ii) notwithstanding the provisions of (i) hereof, where the employer provides work to occupy the employee for the hours of normal shift and such employee fails or refuses to work the full period required of him, such employee shall only receive double the prescribed rate for the period actually worked.

13. SICK LEAVE.

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

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

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

(B) For the purpose of this clause, the expression "employment" shall have the same meaning as in clause 11 (1).

14. MEDICAL BENEFITS.

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

15. LONG SERVICE BENEFITS.

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

	Artisans, Leading Workers, Commissionaires and Em- ployees in Grades I to VII.	Employees in Grades VIII to XI.	Employees in Grades XII to XVII.
	Per Annum. £ s. d.	Per Annum. £ s. d.	Per Annum. £ s. d.
(i) Five years' service or more, but less than 10 years.....	13 0 0	9 15 0	6 10 0
(ii) Ten years' service or more, but less than 15 years..	26 0 0	19 10 0	13 0 0
(iii) Fifteen years' service or more, but less than 20 years.....	39 0 0	29 5 0	19 10 0
(iv) Twenty 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 General Tax payable by a labourer or an employee in Grades XII to XVII in terms of the Native Taxation and Development Act, 1925, (as amended by Act No. 38 of 1958), after completion by the employee of five calendar years' unbroken service.

(C) Employees in Grades XII to XVII and labourers may be allowed a period of absence up to three months in any one year which shall not be reckoned in calculating unbroken service.

16. PAYMENT OF WAGES IN CASE OF FIRE.

The employer shall pay all employees who are deprived of work through fire the amount of one week's wages as laid down in Clause 4; provided that should the stoppage be for a period of less than one week a pro rata amount may be paid.

17. OVERALLS AND PROTECTIVE CLOTHING.

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

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

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

- (ii) ondanks die bepaling van (i) hiervan moet 'n werknemer as die werkgewer aan hom werk verskaf het om sodanige werknemer vir die ure van 'n normale skof besig te hou, en as 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 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 'n sesdagweek werk, altesaam 12 werkdag; en
(ii) in die geval van 'n werknemer wat 'n vyfdagweek werk, altesaam 10 werkdag—

siekteverlof toestaan 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, waarop die aard en duur van die werknemer se siekte vermeld word ten opsigte van elke tydperk van afwesigheid waarvoor besoldiging geëis word; en voorts met dien verstande dat waar 'n oplopende 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 daartoe geregtig maak om altesaam voordele te ontvang wat wesenlik nie minder gunstig as bostaande bepaling vir die werknemer is nie, die bepaling 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 (1).

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. 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 basis toestaan:—

	Ambags- manne, spanleiers, portiers en werk- nemers in Grade I tot VII.	Werk- nemers in grade VIII tot XI.	Werk- nemers in grade XII tot XVII.
	Per jaar.	Per jaar.	Per jaar.
(i) Vyf jaar diens of meer, maar minder as 10 jaar..	13 0 0	9 15 0	6 10 0
(ii) Tien jaar diens of meer, maar minder as 15 jaar..	26 0 0	19 10 0	13 0 0
(iii) Vyftien jaar diens of meer, maar minder as 20 jaar..	39 0 0	29 5 0	19 10 0
(iv) Twintig jaar diens of meer	52 0 0	39 0 0	26 0 0

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

(B) Die werkgewer moet ten opsigte van 'n arbeider of 'n werknemer in grade XII tot XVII wat 5 kalenderjare ononderbroke diens verrig het 'n bedrag betaal wat gelyk is met enige algemene belasting wat deur sodanige persoon betaalbaar is ingevolge die Naturelle Belasting en Ontwikkeling Wet, 1925 (soos gewysig deur Wet No. 38 van 1958).

(C) Werknemers in grade XII tot XVII en arbeiders kan toegelaat word om in enige jaar vir 'n tydperk van tot drie maande lank afwesig te wees, en hierdie tydperk moet nie in ag geneem word wanneer ononderbroke diens bereken word nie.

16. BETALING VAN LONE INGEVAL VAN BRAND.

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

17. OORPAKKE EN BESKERMENDE KLERE.

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

18. 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 neem nie.

19. PROPORTION OR RATIO.

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

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

20. TRADE UNION.

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

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

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

21. TERMINATION OF CONTRACT OF SERVICE.

(A) Subject to—

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

an employer and his employee, 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-clause (D) 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 on 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 13, or during any period of sick leave in terms of clause 13, or during any period of any training.

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

22. EXEMPTIONS.

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

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

19. GETALLEVERHOUDING.

(A) Die werkgever moet 'n gekwalifiseerde fabrieksklerk in diens neem voordat hy 'n ongekwalifiseerde fabrieksklerk in diens kan neem en hy moet minstens een gekwalifiseerde fabrieksklerk vir elke ongekwalifiseerde fabrieksklerk in diens hê.

(B) 'n Ongekwalifiseerde fabrieksklerk wat minstens die loon in klousule 4 voorgeskryf vir 'n gekwalifiseerde fabrieksklerk, ontvang, kan beskou word as 'n gekwalifiseerde fabrieksklerk.

20. VAKVERENIGING.

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

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

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

21. BEÏNDIGING VAN DIENSKONTRAK.

(A) Behoudens—

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

moet 'n werkgever en sy werknemer (uitgesonderd 'n los-werknemer) gedurende die eerste maand diens minstens 24 uur en daarna minstens een week kennis gee van sy voorneme om die dienskontrak te beëindig.

(B) Ingeval 'n werkgever of 'n werknemer nalaat om kennis te gee soos in subklousule (A) hiervan bepaal, moet die werkgever 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 werkgever voltooi het nie, indien hy 'n sesdagweek werk, een sesde van die weekloon, en indien hy 'n vyfdagweek werk, een vyfde van die weekloon 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 werkgever voltooi het, die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het.

(C) Ondanks enige andersluidende bepalinge in hierdie Ooreenkoms, is die werkgever, as die geld wat hy by wyse van loon aan die werknemer skuld onvoldoende is om die volle verbeurde bedrag in subklousule (B) van hierdie klousule vermeld, te dek, daarop geregtig om sodanige bedrag uit ander voordele (as daar is), wat ten tyde van die beëindiging van sodanige werknemer se dienskontrak ten bate van die werknemer opgeloop het, terug te hou. By die toepassing van hierdie subklousule moet enige besoldiging wat 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 bepalinge van subklousule (A) (ii) van hierdie klousule gesluit word, moet die betaling of verbeuring in plaas van diensopsegging eweredig wees met die tydperk van diensopsegging waartoe ooreengekom is.

(E) Die kennisgewing 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 nie.

(F) Wanneer 'n dienskontrak om 'n ander rede as diensverlating beëindig word, moet die werkgever aan die betrokke werknemer, uitgesonderd 'n los werknemer, 'n dienssertifikaat uitreik waarin die volle naam van die werkgever en sy werknemer, die betrekking van die werknemer, die aanvangs- en beëindigingsdatum van die kontrak en die besoldiging ten tyde van die datum van sodanige beëindiging aangegee word.

22. VRYSTELLINGS.

(A) Die Raad kan vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms aan of ten opsigte van enige werknemer verleen.

(B) Die Raad stel die voorwaardes vas waarop 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 herroep, of die tydperk waarvoor vrystelling verleen is, verloop het of nie.

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(D) The Secretary of the Council shall—

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

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

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

23. ADMINISTRATION OF THE AGREEMENT.

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

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

The Durban Rubber Industrial Council.

R. C. LLOYD, *Chairman*.

H. MALLANDAIN, *Vice-Chairman*.

M. MOODIE, *Secretary*.

No. 649.] [6 May 1960.
**FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941.**

RUBBER MANUFACTURING INDUSTRY.

I, JOHANNES DE KLERK, Minister of Labour, 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. 648 of the 6th May, 1960, 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. 650.] [6 May 1960.
WAR MEASURES ACT, 1940.

**SUSPENSION OF PAYMENT OF COST OF LIVING
 ALLOWANCE PAYABLE UNDER WAR
 MEASURE No. 43 OF 1942.**

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, hereby suspend the operation of sub-regulation (1) of regulation 2 of the said Regulations in respect of all employees who are entitled to a cost of living allowance in terms of clause 5 of the Agreement for the Rubber Manufacturing Industry, published under Government Notice No. 648 of the 6th May, 1960.

J. DE KLERK,
 Minister of Labour.

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

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

(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 voorwaardes van 'n indiensneming van 'n werknemer raak, moet sodanige aansoek om vrystelling skriftelik aan die Sekretaris van die Raad voorgelê word, behoorlik geteken 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.

23. 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 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 voorgaande die Ooreenkoms is wat gesluit is, en bevestig dit met hul handtekenings.

Die Nywerheidsraad vir die Rubbertywerheid (Durban).

R. C. LLOYD, *Voorsitter*.

H. MALLANDAIN, *Ondervoorsitter*.

M. MOODIE, *Sekretaris*.

No. 649.] [6 Mei 1960.
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941.**

NYWERHEID VIR DIE VERVAARDIGING VAN RUBBERGOEDERE.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Nywerheid vir die Vervaardiging van Rubbergoedere, gepubliseer by Goewermenskennisgewing No. 648 van 6 Mei 1960 vir die persone wie se werksure daarby gereël word nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
 Minister van Arbeid.

No. 650.] [6 Mei 1960.
WET OP OORLOGSMAATREËLS, 1940.

**OPSKORTING VAN BETALING VAN LEWENS-
 KOSTETOELAE BETAALBAAR INGEVOLGE
 OORLOGSMAATREËL No. 43 VAN 1942.**

NYWERHEID VIR DIE VERVAARDIGING VAN RUBBERGOEDERE.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens subregulasie (1) van regulasie 4 van die Regulasies wat by Oorlogsmatreël No. 43 van 1942 gepubliseer is, skort hierby die bepalings van subregulasie (1) van regulasie 2 van genoemde Regulasies op ten opsigte van alle werknemers wat kragtens klousule 5 van die Ooreenkoms vir die Nywerheid vir die Vervaardiging van Rubbergoedere, gepubliseer by Goewermenskennisgewing No. 648 van 6 Mei 1960, op 'n lewenskostetoelae geregtig is.

J. DE KLERK,
 Minister van Arbeid.