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24 DESEMBER

[No. 1321.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 2036.]

[24 December 1965.]

INDUSTRIAL CONCILIATION ACT, 1956.

CINEMATOGRAPH AND THEATRE INDUSTRY.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Cinematograph and Theatre Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending four years from the said Monday, upon the employers' organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (4) (e), 20, 21, 23 and 24, shall be binding from the second Monday after the date of publication of this notice and for the period ending four years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Magisterial Districts of Albany, Alberton, Benoni, Boksburg, Brakpan (excluding those portions of the latter two Magisterial Districts which prior to the publication of Government Notice No. 1779 of the 6th November, 1964, fell within the Magisterial District of Heidelberg), Bethlehem, Bloemfontein, Bellville, Caledon, Durban, Delmas, Germiston, Hermanus, Johannesburg, the Cape, Krugersdorp (excluding that portion which prior to the publication of Government Notice No. 749 of the 19th May, 1961, fell within the Magisterial District of Randfontein but not any portion which prior to the publication of Government Notice No. 2546, dated the 5th December, 1947, fell within the Magisterial District of Krugersdorp), Klerksdorp, Kempton Park, Kroonstad, Kimberley, King William's Town, Kirkwood, Nigel, East London, Oudtshoorn, Pretoria

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 2036.]

[24 Desember 1965.]

WET OP NYWERHEIDSVERSOENING, 1956.

BIOSKOOP- EN SKOUBURGBEDRYF.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bioskoop- en Skouburgbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (4) (e), 20, 21, 23 en 24, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die landdrosdistrikte Albanie, Alberton, Benoni, Boksburg, Brakpan (uitgesonderd daardie gedeeltes van laasgenoemde twee landdrosdistrikte wat voor die publikasie van Goewermentskennisgewing No. 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Bethlehem, Bloemfontein, Bellville, Caledon, Durban, Delmas, Germiston, Hermanus, Johannesburg, die Kaap, Krugersdorp (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 749 van 19 Mei 1961 binne die landdrosdistrik Randfontein geval het, maar nie enige gedeelte wat voor die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947 binne die landdrosdistrik Krugersdorp geval het nie), Klerksdorp, Kempton Park, Kroonstad, Kimberley, King William's Town, Kirkwood, Nigel, Oos-Londen, Oudtshoorn, Pretoria (uitgesonderd daardie

(excluding that portion which prior to the publication of Government Notice No. 91 of the 11th January, 1946, fell within the Magisterial District of Bronkhorstspuit), Potchefstroom, Pietermaritzburg, Port Elizabeth, Paarl, Queenstown, Roodepoort, Springs, Simonstown, Somerset West, Stellenbosch, Strand, Uitenhage, Wynberg, Wellington, Worcester, in those portions of the Magisterial Districts of Jagersfontein and Petrusburg which prior to the publication of Government Notice No. 1106 of the 26th July, 1963, fell within the Magisterial District of Bloemfontein, in that portion of the Magisterial District of Malmesbury which prior to the publication of Government Notice No. 171 of the 8th February, 1957, fell within the Magisterial District of Bellville, in those portions of the Magisterial Districts of Koppies, Odendaalsrus and Hennenman which prior to the publication of Government Notices No. 1469 of the 12th July, 1946, No. 2792 of the 30th December, 1949 and No. 790 of the 30th May, 1963, respectively, fell within the Magisterial District of Kroonstad, in those portions of the Magisterial District of Warrenton which prior to the publication of Government Notices No. 2259 of the 22nd October, 1948 and No. 1631 of the 25th October, 1957, fell within the Magisterial District of Kimberley, in that portion of the Magisterial District of Herbert which prior to the publication of Government Notice No. 1631 of the 25th October, 1957, fell within the Magisterial District of Kimberley, in that portion of the Magisterial District of Warmbad which prior to the publication of Government Notice No. 1410 of the 23rd June, 1950, fell within the Magisterial District of Pretoria, in those portions of the Magisterial Districts of Oberholzer and Randfontein which prior to the publication of Government Notices No. 1717 of the 14th August, 1953 and No. 2546 of the 5th December, 1947, respectively, fell within the Magisterial District of Potchefstroom and in that portion of the Magisterial District of Hankey which prior to the publication of Government Notice No. 1515 of the 4th October, 1963, fell within the Magisterial District of Port Elizabeth; and

- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Albany, Alberton, Benoni, Boksburg, Brakpan (excluding those portions of the latter two Magisterial Districts which prior to the publication of Government Notice No. 1779 of the 6th November, 1964, fell within the Magisterial District of Heidelberg), Bethlehem, Bloemfontein, Bellville, Caledon, Durban, Delmas, Germiston, Hermanus, Johannesburg, the Cape, Krugersdorp (excluding that portion which prior to the publication of Government Notice No. 749 of the 19th May, 1961, fell within the Magisterial District of Randfontein but not any portion which prior to the publication of Government Notice No. 2546 dated the 5th December, 1947, fell within the Magisterial District of Krugersdorp), Klerksdorp, Kempton Park, Kroonstad, Kimberley, King William's Town, Kirkwood, Nigel, East London, Oudtshoorn, Pretoria (excluding that portion which prior to the publication of Government Notice No. 91 of the 11th January, 1946, fell within the Magisterial District of Bronkhorstspuit), Potchefstroom, Pietermaritzburg, Port Elizabeth, Paarl, Queenstown, Roodepoort, Springs, Simonstown, Somerset West, Stellenbosch, Strand, Uitenhage, Wynberg, Wellington, Worcester, in those portions of the Magisterial Districts of Jagersfontein and Petrusburg which

gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 91 van 11 Januarie 1946 binne die landdrosdistrik Bronkhorstspuit geval het), Potchefstroom, Pietermaritzburg, Port Elizabeth, Paarl, Queenstown, Roodepoort, Springs, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Wynberg, Wellington, Worcester, in daardie gedeeltes van die landdrosdistrikte Jagersfontein en Petrusburg wat voor die publikasie van Goewermmentskennisgewing No. 1106 van 26 Julie 1963 binne die landdrosdistrik Bloemfontein geval het, in daardie gedeelte van die landdrosdistrik Malmesbury wat voor die publikasie van Goewermmentskennisgewing No. 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het, in daardie gedeeltes van die landdrosdistrikte Koppies, Odendaalsrus en Hennenman wat voor die publikasie van onderskeidelik Goewermmentskennisgewings No. 1469 van 12 Julie 1946, No. 2792 van 30 Desember 1949 en No. 790 van 30 Mei 1963 binne die landdrosdistrik Kroonstad geval het, in daardie gedeeltes van die landdrosdistrik Warrenton wat voor die publikasie van Goewermmentskennisgewings No. 2259 van 22 Oktober 1948 en No. 1631 van 25 Oktober 1957 binne die landdrosdistrik Kimberley geval het, in daardie gedeelte van die landdrosdistrik Herbert wat voor die publikasie van Goewermmentskennisgewing No. 1631 van 25 Oktober 1957 binne die landdrosdistrik Kimberley geval het, in daardie gedeelte van die landdrosdistrik Warmbad wat voor die publikasie van Goewermmentskennisgewing No. 1410 van 23 Junie 1950 binne die landdrosdistrik Pretoria geval het, in daardie gedeeltes van die landdrosdistrikte Oberholzer en Randfontein wat voor die publikasie van onderskeidelik Goewermmentskennisgewings No. 1717 van 14 Augustus 1953 en No. 2546 van 5 Desember 1947 binne die landdrosdistrik Potchefstroom geval het en in daardie gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewermmentskennisgewing No. 1515 van 4 Oktober 1963 binne die landdrosdistrik Port Elizabeth geval het; en

- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 5 (4) (e), 20, 21, 23 en 24, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar vanaf genoemde Maandag eindig, in die landdrosdistrikte Albanie, Alberton, Benoni, Boksburg, Brakpan (uitgesonderd daardie gedeeltes van laasgenoemde twee landdrosdistrikte wat voor die publikasie van Goewermmentskennisgewing No. 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Bethlehem, Bloemfontein, Bellville, Caledon, Durban, Delmas, Germiston, Hermanus, Johannesburg, die Kaap, Krugersdorp (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 749 van 19 Mei 1961 binne die landdrosdistrik Randfontein geval het, maar nie enige gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 2546 van 5 Desember 1947 binne die landdrosdistrik Krugersdorp geval het nie), Klerksdorp, Kempton Park, Kroonstad, Kimberley, King William's Town, Kirkwood, Nigel, Oos-Londen, Oudtshoorn, Pretoria (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermmentskennisgewing No. 91 van 11 Januarie 1946 binne die landdrosdistrik Bronkhorstspuit geval het) Potchefstroom, Pietermaritzburg, Port Elizabeth, Paarl, Queenstown, Roodepoort, Springs, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Wynberg, Wellington, Worcester, in daardie gedeeltes van die landdrosdistrikte Jagersfontein en Petrusburg

prior to the publication of Government Notice No. 1106 of the 26th July, 1963, fell within the Magisterial District of Bloemfontein, in that portion of the Magisterial District of Malmesbury which prior to the publication of Government Notice No. 171 of the 8th February, 1957, fell within the Magisterial District of Bellville, in those portions of the Magisterial Districts of Koppies, Odendaalsrus and Hennenman which prior to the publication of Government Notices No. 1469 of the 12th July, 1946, No. 2792 of the 30th December, 1949 and No. 790 of the 30th May, 1963, respectively, fell within the Magisterial District of Kroonstad, in those portions of the Magisterial District of Warrenton which prior to the publication of Government Notices No. 2259 of the 22nd October, 1948 and No. 1631 of the 25th October, 1957, fell within the Magisterial District of Kimberley, in that portion of the Magisterial District of Herbert which prior to the publication of Government Notice No. 1631 of the 25th October, 1957, fell within the Magisterial District of Kimberley, in that portion of the Magisterial District of Warmbad which prior to the publication of Government Notice No. 1410 of the 23rd June, 1950, fell within the Magisterial District of Pretoria, in those portions of the Magisterial Districts of Oberholzer and Randfontein which prior to the publication of Government Notices No. 1717 of the 14th August, 1953 and No. 2546 of the 5th December, 1947, respectively, fell within the Magisterial District of Potchefstroom and in that portion of the Magisterial District of Hankey which prior to the publication of Government Notice No. 1515 of the 4th October, 1963, fell within the Magisterial District of Port Elizabeth and from the second Monday after the date of publication of this notice and for the period ending four years from the said Monday, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 5 (4) (e), 20, 21, 23 and 24, shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

A. E. TROLLIP,
Minister of Labour.

SCHEDULE.

THE INDUSTRIAL COUNCIL OF THE CINEMATOGRAPH AND THEATRE INDUSTRY OF SOUTH AFRICA.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between

The Employers' Association of the Cinematograph and Theatre Industry of South Africa

(hereinafter referred to as "the employers" or "the employers' organisation") of the one part, and

The South African Theatre and Cinema Employees' Union (hereinafter referred to as "the employees" or "the trade union") of the other part,

being parties to the Industrial Council for the Cinematograph and Theatre Industry of South Africa.

1. SCOPE AND APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the following Magisterial Districts of the Republic of South Africa: Johannesburg, Kempton Park, Germiston, Benoni, Boksburg, Brakpan, Springs, Nigel, Roodepoort, Krugersdorp, Bethlehem, Klerksdorp, Kroonstad, Potchefstroom, Pretoria, Kimberley, Durban, Pietermaritzburg, Bloemfontein, Wynberg, Bellville, Simonstown, Paarl, Worcester, East London, King William's Town, Queenstown, Port Elizabeth, Albany, Uitenhage, Kirkwood, Oudtshoorn, Wellington, Caledon, Somerset West, Stellenbosch, and the Cape as they existed on 3rd October, 1945, by all employers in the Cinematograph and Theatre Industry, who are members of employers' organisation and by all employees in the said Industry, who are members of the trade union.

wat voor die publikasie van Goewermentskennisgewing No. 1106 van 26 Julie 1963 binne die landdrosdistrik Bloemfontein geval het, in daardie gedeelte van die landdrosdistrik Malmesbury wat voor die publikasie van Goewermentskennisgewing No. 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het, in daardie gedeeltes van die landdrosdistrikte Koppies, Odendaalsrus en Hennenman wat voor die publikasie van onderskeidelik Goewermentskennisgewings No. 1469 van 12 Julie 1946, No. 2792 van 30 Desember 1949 en No. 790 van 30 Mei 1963 binne die landdrosdistrik Kroonstad geval het, in daardie gedeeltes van die landdrosdistrik Warrenton wat voor die publikasie van Goewermentskennisgewings No. 2259 van 22 Oktober 1948 en No. 1631 van 25 Oktober 1957 binne die landdrosdistrik Kimberley geval het, in daardie gedeelte van die landdrosdistrik Herbert wat voor die publikasie van Goewermentskennisgewing No. 1631 van 25 Oktober 1957 binne die landdrosdistrik Kimberley geval het, in daardie gedeelte van die landdrosdistrik Warmbad wat voor die publikasie van Goewermentskennisgewing No. 1410 van 23 Junie 1950 binne die landdrosdistrik Pretoria geval het, in daardie gedeeltes van die landdrosdistrikte Oberholzer en Randfontein wat voor die publikasie van onderskeidelik Goewermentskennisgewings No. 1717 van 14 Augustus 1953 en No. 2546 van 5 Desember 1947 binne die landdrosdistrik Potchefstroom geval het en in daardie gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewermentskennisgewing No. 1515 van 4 Oktober 1963 binne die landdrosdistrik Port Elizabeth geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

DIE NYWERHEIDSRAAD VIR DIE BIOSKOOP- EN SKOUBURGBEDRYF VAN SUID-AFRIKA.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenings, 1956, gesluit en aangegaan tussen die

Werkgewersvereniging van die Bioskoop- en Skouburgbedryf van Suid-Afrika

(hieronder "die werkgewers" of "die werkgewersorganisasie" genoem), aan die een kant, en die

Suid-Afrikaanse Skouburg- en Bioskoopwerknemersvereniging (hieronder "die werknemers" of "die vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bioskoop- en Skouburgbedryf van Suid-Afrika.

1. BESTEK EN TOEPASSING VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die volgende landdrosdistrikte van die Republiek van Suid-Afrika nagekom word: Johannesburg, Kempton Park, Germiston, Benoni, Boksburg, Brakpan, Springs, Nigel, Roodepoort, Krugersdorp, Bethlehem, Klerksdorp, Kroonstad, Potchefstroom, Pretoria, Kimberley, Durban, Pietermaritzburg, Bloemfontein, Wynberg, Bellville, Simonstad, Paarl, Worcester, Oos-Londen, King William's Town, Queenstown, Port Elizabeth, Albany, Uitenhage, Kirkwood, Oudtshoorn, Wellington, Caledon, Somerset-Wes, Stellenbosch en die Kaap soos hulle op 3 Oktober 1945 bestaan het, deur alle werkgewers in die Bioskoop- en Skouburgbedryf wat lede van die werkgewersorganisasie is en deur alle werknemers in genoemde Bedryf wat lede van die vakvereniging is.

(b) Notwithstanding the provisions of paragraph (a) the terms of this Agreement shall only apply to employees for whom wages are prescribed in this Agreement, and to the employers of such employees.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section forty-eight of the Act, and shall remain in force for four (4) years or for such period as may be determined by him.

3. DEFINITIONS.

Unless the contrary intention appears, any expression used in this Agreement which is defined in the Act shall have the same meaning as in the Act, and all definitions hereinafter set out indicate the main duties performed by each class of employee, but shall include such other duties which by custom and usage usually appertain to such occupation in the Industry. Words importing the masculine gender shall include females; further unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956, as amended;

"Area A" shall be deemed to be the Magisterial Districts of Johannesburg, Cape Town, Wynberg and Bellville, as they existed on 3rd October, 1945;

"Area B" shall be deemed to be the Magisterial Districts of Port Elizabeth, Pretoria, Durban, Benoni, Boksburg, Brakpan, Kempton Park, Germiston, Krugersdorp, Roodepoort, Springs and that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp, as they existed on 3rd October, 1945;

"Area C" shall be deemed to be the Magisterial Districts of Pietermaritzburg, Nigel, Klerksdorp, Kimberley, Uitenhage, Bloemfontein and East London, as they existed on 3rd October, 1945;

"Area D" shall be deemed to be the Magisterial Districts of Paarl, Kroonstad, Potchefstroom, Queenstown, Somerset West, Albany, Bethlehem, Caledon, King William's Town, Worcester, Stellenbosch, Kirkwood, Wellington, Simons-town and Oudtshoorn, as they existed on 3rd October, 1945;

"cashier" means a person who sells tickets to patrons and who is responsible to the management for giving and accounting for all tickets issued;

"Cinematograph and Theatre Industry" or "Industry" means the Industry in which—

- employers and employees are associated for the purpose of erecting stage props and maintaining and assembling electrical and other equipment, including 35 mm. films associated with buildings or theatres in which the theatrical productions, performances and exhibitions of such employers take place;
- the cash taking of theatrical productions, performances and exhibitions referred to in (a) are received and dealt with by employers referred to in (a);
- the costumes of performers and others employed by employers referred to in (a) are designed, made, maintained, repaired or altered by such employees;
- personal attendance on the public attending productions, performances and exhibitions in theatres belonging to employers referred to in (a) is furnished through ushers, commissionaires, page boys, doorkeepers and the like by such employers but not the provision of refreshments; and
- is carried on the stocking, selling and/or hiring out of cinematograph equipment and/or accessories including advertising material and/or projection accessories, undertaken by an employer in conjunction with the distribution of 35 mm. processed film for public exhibition and includes the repair of any of the said equipment and/or accessories by such employers for the purpose of stocking, selling and/or hiring out by him of such equipment and/or accessories;

"call boy" means a person who, under the supervision of a stage manager or his assistant, calls artists to stand by for their stage entrances;

"casual employee" means an employee who is employed by the same employer on not more than three days in any week;

"cloakroom commissionaire" means a male employee in an establishment who takes charge of the gentlemen's cloakroom and/or toilet room;

"cloakroom attendant" means a female employee in an establishment who takes charge of the ladies' cloakrooms and/or toilet rooms and/or rest rooms and/or cosmetic rooms;

"cinematograph machine and sound engineer" means a person who is employed on the installation, erection, maintenance and repair of cinematograph and sound equipment;

"cinematograph machine and sound engineer (learner)" means a person who is employed on the installation, erection, maintenance and repair of cinematograph and sound apparatus and equipment under the supervision of a cinematograph and sound machine engineer;

(b) Ondanks die bepalings van paragraaf (a) is die bepalings van hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lonë in die Ooreenkoms voorgeskryf word, en op die werkgewers van sulke werknemers.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens artikel agt-en-veertig van die Wet vasstel, en bly vier (4) jaar lank van krag of vir 'n tydperk wat hy bepaal.

3. WOORDOMSKRYWINGS.

Tensy die teenoorgestelde bedoeling bly, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf is, dieselfde betekenis as in dié Wet, en alle woordomskrifwings wat hieronder gebesig word, dui die vernaamste pligte aan wat deur elke klas werknemer verrig word, maar omvat alle ander pligte wat deur gewoonte en gebruik gewoonlik by sulke beroepe in die Bedryf tuis hoort. Woorde wat die manlike geslag aandui, omvat ook vroue; voorts, tensy dit strydig met die samehang is—

beteken "Wet" die Wet op Nywerheidsversoenig, 1956, soos gewysig;

word "Gebied A" geag die landdrosdistrikte die Kaap, Wynberg, Bellville en Johannesburg te wees, soos hulle op 3 Oktober 1945 bestaan het;

word "Gebied B" geag die landdrosdistrikte Port Elizabeth, Pretoria, Durban, Benoni, Boksburg, Brakpan, Kempton Park, Germiston, Krugersdorp, Roodepoort en Springs te wees, asook dié gedeelte van die landdrosdistrik Randfontein wat vóór die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947 binne die landdrosdistrik Krugersdorp geval het, soos hulle op 3 Oktober 1945 bestaan het;

word "Gebied C" geag die landdrosdistrikte Pietermaritzburg, Nigel, Klerksdorp, Uitenhage, Kimberley, Bloemfontein en Oos-Londen te wees, soos hulle op 3 Oktober 1945 bestaan het;

word "Gebied D" geag die landdrosdistrikte Paarl, Kroonstad, Potchefstroom, Queenstown, Somerset-Wes, Albany, Bethlehem, Caledon, King William's Town, Worcester, Stellenbosch, Kirkwood, Wellington, Simonstad en Oudtshoorn te wees, soos hulle op 3 Oktober 1945 bestaan het;

beteken "kassier" 'n persoon wat kaartjies aan skouburggangers verkoop en aan die bestuur verantwoordig verskuldig is vir alle kaartjies wat uitgereik word; en

"Bioskoop- en Skouburgbedryf" of "Bedryf" die bedryf waarin—

- werkgewers en werknemers met mekaar geassosieer is vir die oprigting van toneelstellasies en die onderhoud en monteer van elektriese en ander uitrusting, met inbegrip van 35 mm.-rolprente, in verband met geboue of skouburge waarin die skouburgopvoerings, -uitvoerings en -vertonings van dié werkgewers plaasvind;
- die kontantontvangste vir skouburgopvoerings, -uitvoerings en -vertonings bedoel in (a), ontvang en daarvoor beskik word deur die werkgewers bedoel in (a);
- die kostuums van spelers en ander in diens van die werkgewers bedoel in (a), deur dié werknemers ontwerp, gemaak, onderhou, herstel of verstel word;
- persoonlike bediening van die publiek wat opvoerings, uitvoerings en vertonings bywoon in skouburge wat aan die werkgewers, bedoel in (a), behoort, soos deur sulke werkgewers verrig word deur tussenkoms van plekaanwysers, commissionaires, joggies, deurwagters en dergelikes maar nie die verskaffing van verversings nie; en
- skouburguitrusting en/of -toebehore, met inbegrip van advertensiemateriaal en/of projeksietoebehore, deur 'n werkgewer in voorraad gehou, verkoop of verhuur word tesame met dié verspreiding van 35 mm.-rolprente vir vertoning aan die publiek, en omvat dit die herstel van enigiets van genoemde uitrusting en/of toebehore wat deur dié werkgewers verrig word vir die doel om sulke uitrusting en/of toebehore in voorraad te hou, te verkoop en/of te verhuur;

"afroeper" 'n persoon wat, onder toesig van 'n regisseur of sy assistent, die artieste roep om gereed te wees om op die toneel te verskyn;

"los werknemer" 'n werknemer wat op hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;

"kleedkamercommissionaire" 'n manlike werknemer in 'n bedryfsinrigting, wat in beheer is van die manskleedkamer en/of -toiletkamer;

"kleedkameropsigter" 'n vroulike werknemer in 'n bedryfsinrigting wat in beheer is van die dameskleedkamers en/of -toiletkamers en/of -ruskamers en/of -grimeerkamers;

"rolprentmasjien- en klanktegnikus" iemand wat in diens is vir die installering, oprigting, onderhoud en herstel van rolprent- en klankuitrusting;

"leerling-rolprentmasjien- en klanktegnikus" iemand wat in diens is vir die installering, oprigting, onderhoud en herstel van rolprent- en klanktoestelle en -uitrusting onder toesig van 'n rolprentmasjien- en klanktegnikus;

"Council" means the Industrial Council for the Cinematograph and Theatre Industry of South Africa, registered in terms of the Industrial Conciliation Act, 1956, as amended;

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

"doorman or commissionaire" means a person who takes charge of the entrance door to an establishment to ensure that only authorised admissions are made during a performance and may hand over cash from the patron to the cashier, and who may also be required to be in attendance during periods other than a performance;

"employee" means any person employed by, or working for any employer and receiving, or being entitled to receive any remuneration, and any other person whatsoever who in any manner assists in the carrying on or conducting of the business of an employer;

"head despatcher" means an employee who is wholly or mainly engaged in clerical work, who supervises, despatches, and is responsible for the receiving, despatching or delivering of goods;

"despatcher" means an employee who is wholly or mainly engaged in clerical work, and who receives goods for despatch or delivery, and who may supervise and/or assist in the packing and/or assembling of such goods; the checking of packages, and the weighing, marking or addressing thereof;

"dresser" means a person employed in the theatre for the purpose of dressing artists and assisting the wardrobe mistress in the care and maintenance of the clothes, costumes and wardrobe;

"electrician" means a person who is in possession of an electrical wireman's licence and who is employed on the use and/or installation, maintenance and servicing of electrical equipment;

"electrician's assistant" means a person who is employed on the maintenance and servicing of electrical equipment under the supervision of an electrician;

"emergency servicing" means any duties, owing to unforeseen circumstances, outside normal hours of work which must be performed without delay;

"establishment" means any premises in or in connection with which one or more employees are employed in the cinematograph and Theatre Industry and shall include Drive-In Cinemas;

"head flyman" means a person who in addition to carrying out the duties of flyman, supervises the work of other flymen;

"flyman" means a person who operates the highering and lowering of scenery in stage productions and theatrical presentations;

"film repairer, experienced" means a person of more than six months' experience, engaged in the cleaning, renovating, repairing and waxing of films;

"film repairer, learner" means an employee of less than six months' experience engaged in the cleaning, renovating, repairing and waxing of films;

"fitter and turner" means a person who shall have completed his apprenticeship as a fitter and turner and is the holder of a certificate as such, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act;

"handyman" means a person, other than a cinematograph machine and sound engineer, a fitter and turner, an upholsterer, an electrician or a labourer, who is engaged in making minor repairs or adjustments to cinema seating and fittings, and who may effect minor repairs or renovations on buildings, and to fixtures and fittings therein;

"night watchman" means a person employed in the guarding of premises and other moveable or immovable property;

"overtime" means any time worked in excess of the ordinary hours of work prescribed in clause 8;

"page" means a person who carries out the duty of messenger;

"property maker" means a person who designs, makes, repairs and supervises theatre and stage props;

"poster artist" means a person who designs and/or creates and/or paints advertising displays and/or silk screens;

"poster artist (assistant)" means a person who assists a poster artist;

"same employer" means and includes any partnership, associated, or subsidiary company or firm;

"supervising commissionaire" means a person who, in addition to carrying out the duties of a doorman or commissionaire, supervises the cleaning of an establishment;

"head property man" means a person who supervises, maintains and places stage props in position at theatrical performances;

"property man" means a person who handles and places stage props in position under the direction of the head property man;

"charge stage hand" means a person, who, in addition to carrying out the duties of stage hand, supervises the work of other stage hands under the direction of the stage mechanist;

"stage hand" means a person who handles, moves and places scenery and effects in position under the direction of the stage mechanist or charge stage hand;

"stage mechanist" means a person who is responsible for the repairing and erection of and/or the setting up of stage scenery and effects for stage productions;

"stage work" means the employment of individuals in connection with stage presentations, either incorporated in cinema performances or theatrical productions;

"Raad" die Nywerheidsraad vir die Bioskoop- en Skouburgbedryf van Suid-Afrika, geregistreer kragtens die bepalings van die Wet op Nywerheidsversoenings, 1956, soos gewysig;

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

"deurwag of commissionaire" 'n persoon wat in beheer is van die toegang tot 'n bedryfsinrigting om te verseker dat slegs gemagtigde persone gedurende 'n opvoering toegelaat word, en wat geld van die skouburgganger aan die kassier kan oorhandig en van wie dit ook vereis kan word om op diens te wees op ander tye as tydens opvoerings;

"werknemer" iemand wat in diens geneem is deur of wat vir 'n werkgever werk en besoldiging ontvang of op besoldiging geregtig is, en enige ander persoon wie ook al, wat op watter wyse ook al help om die besigheid van 'n werknemer te beoefen of uit te voer;

"hoofversender" 'n werknemer wat, uitsluitlik of hoofsaaklik klerklike werk verrig, wat toesig hou, versendings doen, en verantwoordelik is vir die ontvangs, versending of aflewering van goedere;

"versender" 'n werknemer wat, uitsluitlik of hoofsaaklik, klerklike werk verrig en wat goedere vir versending of aflewering ontvang en wat toesig kan hou oor en/of help met die verpakking en/of bymekaarmaak van sulke goedere, die natel van pakkies en die weeg, merk of adresseer daarvan;

"aankleër" 'n persoon wat in 'n skouburg in diens is vir die aanklee van artieste en om die kostuumversorgster te help met die onderhoud en versorging van die klere, kostuums en garderobe;

"elektrisiën" 'n persoon wat in besit is van 'n elektrotegniese draadwerkerslisensie en in diens is op die gebruik en/of installering, onderhoud en versorging van elektriese toerusting;

"elektrisiën se assistent" 'n persoon wat onder toesig van 'n elektrisiën elektriese uitrusting onderhou en bedien;

"noodwerk" alle pligte wat weens onvoorsiene omstandighede buite die gewone werkure sonder versuim uitgevoer moet word;

"bedryfsinrigting" enige perseel waarin of in verband waarmee een of meer werknemers in die Bioskoop- en Skouburgbedryf in diens is, en dit omvat ook inrybioskope;

"hoofvliegwerker" 'n persoon wat, behalwe dat hy die werk van 'n vliegwerker verrig, toesig hou oor die werk van ander vliegwerkers;

"vliegwerker" 'n persoon wat by toneelopvoerings en skouburgvoorstellings die décor ophaal en neerlaat;

"ervare rolprenthersteller" 'n persoon met meer as ses maande ondervinding, wat rolprente skoonmaak, hernuwe, herstel en met was bedek;

"leerling-rolprenthersteller" 'n persoon met minder as ses maande ondervinding, wat rolprente skoonmaak, hernuwe, herstel en met was bedek;

"passer en draaier" 'n persoon wat sy vakleerlingskap as 'n passer en draaier voltooi het en 'n sertifikaat as sodanig besit of wat 'n bekwaamheidsertifikaat besit wat deur die Registrateur van Vakleerlinge ingevolge artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik is, of 'n sertifikaat wat ingevolge of artikel twee (7) of artikel sewe (3) van genoemde Wet deur genoemde Registrateur aan hom uitgereik is;

"algemene werksman" 'n persoon, uitgesonderd 'n bioskoopmasjiën- en klanktegnikus, 'n passer en draaier, 'n stoffeerder, 'n elektrisiën of 'n arbeider, wat klein herstelwerkies of verstellings aan bioskoopstoel- en -uitrusting verrig en wat klein herstelwerk of opknappingswerk aan geboue en vaste toebehore en uitrusting daarin, kan verrig;

"nagwag" 'n persoon wat in diens is om persele en ander roerende of vaste eiendom te bewaak;

"oortyd" enige tyd wat meer as die gewone werkure in klousule 8 voorgeskryf, gewerk word;

"joggie" 'n persoon wat die werk van 'n boede doen;

"toneelstellasiemaker" 'n persoon wat skouburg- en toneelstellasies ontwerp, maak, herstel en toesig daaroor hou;

"plakkaatkunstenaar" iemand wat advertensievertoontekens en/of systerms ontwerp en/of skep en/of skilder;

"plakkaatkunstenaar se assistent" 'n persoon wat 'n plakkaatkunstenaar help;

"dieselfde werkgever" ook 'n vennootskap, 'n geassosieerde of dogtermaatskappy of -firma;

"opsigter-commissionaire" 'n persoon wat, behalwe dat hy die werk van 'n deurwag of commissionaire verrig, ook toesig hou oor die skoonmaak van 'n bedryfsinrigting;

"hooftoneelbaas" 'n persoon wat by toneelvoorstellings toesig hou oor die toneelstellasies en hulle op hulle plek plaas en onderhou;

"toneelbaas" 'n persoon wat op aanwysing van die hoof-toneelbaas toneelstellasies hanteer en op hulle plek plaas;

"hooftoneelhelper" 'n persoon wat, behalwe dat hy die werk van 'n toneelhelper verrig, op aanwysing van die toneelwerk-tuigkundige ook toesig hou oor die werk van ander toneelhelpers;

"toneelhelper" 'n persoon wat op aanwysing van die toneelwerk-tuigkundige of hooftoneelhelper toneeldécor en uitrusting op hulle plek plaas, hanteer en verskuif;

"toneelwerk-tuigkundige" 'n persoon wat verantwoordelik is vir die heisel en oprigting en/of rangskikking van toneeldécor en uitrusting by 'n toneelvoorstelling;

"toneelwerk" die werk van persone in verband met toneelopvoerings, hetsy nodig vir bioskoopvoortonings of skouburg-opvoerings;

"charge stage electrix" means a person who, in addition to carrying out the duties of stage electrix, shall supervise the work of other stage electrix, under the direction of the electrician;

"stage electrix" means a person who, under the direction of the electrician or charge stage electrix, handles electric equipment for stage presentations;

"stage doorkeeper" means a person who takes charge of the stage door, checks in all persons participating in the stage presentation, and who also prevents the admittance of unauthorised persons;

"chargehand seamstress" means a person who, in addition to working as a seamstress, supervises the work of seamstresses under the direction of a head wardrobe mistress;

"seamstress" means a person employed in the making, repairing or altering of clothes, costumes, curtains, furnishings, and wardrobe for theatre and cinema purposes;

"stand-by duties" means the period that a person shall be required to be on duty for emergency servicing;

"scenic artist" means a person who designs and/or paints scenery;

"spread-over" means the period covered from the time of commencing work to the time of finishing work on the same day;

"slide artist" means a person who designs, creates, and makes slides;

"assistant slide artist" means a person who assists a slide artist;

"head storeman salesman" means a person who, in addition to being responsible for the stock under his control, also sells such articles as are used in the industry;

"storeman salesman" means a person who, under the supervision of a head storeman salesman, sells, receives and issues goods used in the industry;

"assistant storeman salesman" means a person who under the supervision of a head storeman salesman and/or storeman salesman, sells, receives and issues goods used in the industry;

"head usher or usherette" means a person who, in addition to carrying out the duties of usher or usherette, supervises the work and duties of the other ushers or usherettes employed in an establishment;

"usher or usherette" means a person mainly employed for the purpose of seating patrons or indicating parking bays in an establishment;

"usherette vendor" means a person who is mainly employed on the duties of an usherette and in addition performs other vending duties in an establishment, to which the public have access, during the period of any performance;

"unskilled labourer" means an employee engaged in one or more of the following occupations in an establishment:—

- (a) Cleaning premises, workshop, theatre or cinema, machinery, implements, tools, vehicles or other articles;
- (b) carrying or feeding fuel to boilers and removing ashes;
- (c) guarding premises;
- (d) delivering parcels and/or letters;
- (e) changing posters, stills and other advertising matter;
- (f) wrapping up parcels, carrying, moving, stacking or unpacking goods;
- (g) limewashing latrines, outbuildings and similar buildings or structure;
- (h) loading or unloading;
- (i) holding ladders, ropes or temporary structures;
- (j) mixing mortar, concrete, stone or bitumen by hand and spreading same by rake, shovel, fork or harrow;
- (k) marking, branding, stencilling or affixing labels on boxes, bales, sacks or other containers or packages;
- (l) oiling or greasing machinery which is not in motion;
- (m) carrying and handing up tools, equipment, screws, nails, timber, board or canvas;
- (n) making tea or similar beverages;
- (o) operating hand pumps;
- (p) working of curtains at cinema performances;
- (q) changing electric globes;
- (r) gardening;

"unskilled labourer, casual" means an employee engaged as an unskilled labourer on an hourly basis for not more than 3 days in any week;

"upholsterer" means an employee who cuts material, and/or stuffs covers, and/or makes and/or repairs seats, and/or armrests, and/or chair backs, and/or armchairs, and/or couches, and/or removes and/or lays out, and/or installs carpets, and/or underfelts, and/or hangs curtains and/or drapings;

"head wardrobe mistress" means a person who designs and/or controls the making and/or repairing, and/or altering of clothes, costumes and wardrobe for theatre and cinema purposes;

"wardrobe mistress" means a person who is responsible for the care, maintenance and supervision of the clothes, costumes and wardrobe in a theatrical production.

4. WAGES.

1. The minimum wages prescribed in this clause shall be deemed to include the cost of living allowances payable in terms of War Measure No. 43 of 1942, as amended. Should the cost of living allowances payable in terms of the said War Measure or any substituting or superseding legislation be increased to the extent that an employee would have become entitled to remuneration in excess of the wage prescribed in this clause, his wage shall be increased by an amount not less than such excess.

"voorman-toneelelektrisiën" 'n persoon wat, behalwe dat hy die werk van 'n toneelelektrisiën verrig, op aanwysing van die elektrisiën, ook toesig hou oor ander toneelelektrisiëns;

"toneelelektrisiën" 'n persoon wat op aanwysing van die elektrisiën of die voorman-toneelelektrisiën, elektriese uitrusting hanteer wat by toneelvoorstellings gebruik word;

"toneeldeurwag" 'n persoon wat wag hou by die toneeldeur, kontrole hou oor die toegang van alle persone wat aan die toneelvoorstelling deelneem en wat ongemagtigde persone toegang belet;

"voorstelvoorraad" 'n persoon wat, behalwe dat sy die werk van 'n naaister verrig, ook toesig hou oor die werk van naaisters, op aanwysing van die hoofkostuumversorgster;

"naaister" 'n persoon wat in diens is vir die maak, herstel of verstel van klere, kostuums en klerevoorraad vir skouburg- en bioskoopdoeleindes;

"gereedstaandien" die tyd waarin dit van 'n persoon vereis word om op diens te bly vir nooddiens;

"décorkunstenaar" 'n persoon wat décor ontwerp en/of skilder;

"spreiding" die tydperk wat gedek word deur die tyd waarop met werk begin word tot die tyd waarop die werk vir dieselfde dag ophou;

"plaatjekunstenaar" 'n persoon wat plaatjies ontwerp, skep en maak;

"assistent-plaatjekunstenaar" 'n persoon wat 'n plaatjekunstenaar help;

"hoofstoorman-verkoper" 'n persoon wat, behalwe dat hy verantwoordelik is vir die voorraad onder sy beheer, ook alle artikels wat in die Bedryf gebruik word, verkoop;

"stoorman-verkoper" 'n persoon wat onder toesig van 'n hoofstoorman-verkoper, goedere wat in die Bedryf gebruik word, verkoop, ontvang en uitreik;

"hoofplekaanwyser of -aanwysster" 'n persoon wat, behalwe dat hy/sy die werk van 'n plekaanwyser of plekaanwysster verrig, ook toesig hou oor die werk en pligte van die ander plekaanwysers of plekaanwyssters, wat in 'n bedryfsinrigting in diens is;

"plekaanwyser of plekaanwysster" 'n persoon wat hoofsaaklik in diens is om in 'n bedryfsinrigting bioskoop- of skouburggangers hulle plekke of parkeerplek aan te wys;

"plekaanwysster-verkoopster" 'n persoon wat hoofsaaklik die werk van 'n plekaanwysster verrig en wat in 'n bedryfsinrigting waartoe die publiek toegang het, daarbenewens gedurende pouses by enige voorstelling ander verkoopwerk verrig;

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

- (a) Persele, werkwinkel, skouburg of bioskoop, masjinerie, implemente, gereedskap, voertuie of ander artikels skoonmaak;
- (b) brandstof na stoomketels aandra of dit daaraan voer, en as verwyder;
- (c) persele bewaak;
- (d) pakkette en/of briewe aflewer;
- (e) plakkaat-, plaatjie- en ander advertensiemateriaal verander;
- (f) pakkette toedraai; goedere dra, verskuif, opstapel of uitpak;
- (g) latrines, buitegeboue en dergelike geboue of bouwerke witkalk;
- (h) laai of aflaai;
- (i) lere, toue of tydelike bouwerke vashou;
- (j) dagha, befon, klip of bitumen met die hand meng en dit met hark, skopgraaf, vork of kruiwa spreid;
- (k) kiste, bale, sakke of ander houers of pakkette merk, brandmerk, sjabloneer of etikette daaraan heg;
- (l) masjinerie wat nie in werking is nie, olie of smeer;
- (m) gereedskap, uitrusting, skroewe, spykers, hout, planke of seile dra of aangee;
- (n) tee of dergelike drankte maak;
- (o) handpompe bedien;
- (p) met gordyne by rolprentvertonings werk;
- (q) elektriese gloeilampe vervang;
- (r) tuinwerk;

"los ongeskoolde arbeider" 'n persoon wat uitsluitlik persele op 'n uurbasis skoonmaak;

"stoffeerder" 'n vakman wat materiaal sny en/of oortreksels opstap en/of sitplekke en/of armleunings en/of stoelrêe en/of armstoele en/of rusbanke maak en/of heelmaak en/of tapyte en/of ondervilt verwyder en/of uittê en/of insit, en/of gordyne en/of behangsel ophang;

"hoofkostuumversorgster" 'n persoon wat klere ontwerp en beheer het oor die maak, herstel en verstel van klere, kostuums en klerevoorraad vir skouburg- en bioskoopdoeleindes;

"kostuumversorgster" 'n persoon wat verantwoordelik is vir die versorging, onderhoud en toesig oor klere, kostuums en klerevoorraad by 'n skouburgvoorstelling.

4. LONE.

(1) Die minimum lone wat in hierdie klousule voorgeskryf word, word geag die lewenskostoelae in te sluit wat kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is. As die lewenskostoelae wat kragtens genoemde Oorlogsmaatreël of enige vervangende wetgewing betaalbaar is, verhoog word in so 'n mate dat 'n werknemer op meer besoldiging geregtig sal word as wat in hierdie klousule voorgeskryf word, moet sy loon verhoog word met 'n bedrag wat minstens so groot is as die bedrag wat meer as sy vorige loon is.

	Per Month. R
(a) Head despatcher.....	93.00
Despatcher—	
First 12 months of experience.....	26.00
Second 12 months of experience.....	36.00
Third 12 months of experience.....	49.00
Fourth 12 months of experience.....	63.00
Thereafter.....	93.00
Film repairer, experienced.....	36.00
Film repairer, learner.....	26.00
Fitter and turner.....	119.00
Poster artist.....	119.00
Assistant poster artist.....	44.00
Head storeman salesman.....	109.00
Storeman salesman.....	93.00
Assistant storeman salesman.....	56.00
Cashier (full time).....	44.00
Cinematograph machine and sound engineer.....	121.00
Learner Cinematograph machine and sound engineer—	
First 12 months of experience.....	31.00
Second 12 months of experience.....	38.00
Third 12 months of experience.....	54.00
Fourth 12 months of experience.....	70.00
Fifth 12 months of experience.....	85.00
Thereafter.....	121.00
Electrician.....	119.00
Electrician's assistant.....	60.00
Handyman.....	42.00
Page.....	22.00
Property maker.....	119.00
Stage machanicist.....	119.00
Charge hand seamstress.....	52.00
Seamstress.....	48.00
Scenic artist.....	119.00
Slide artist.....	52.00
Assistant slide artist.....	36.00
Supervising commissioner.....	52.00
Upholsterer.....	119.00
Head wardrobe mistress.....	119.00
Wardrobe mistress.....	60.00
	Per Per- formance. R
(b) *Commissionaire or doorman.....	0.71
*Cloakroom attendant.....	0.56
*Cloakroom commissionaire.....	0.71
Cashier.....	0.94
Call boy.....	0.53
Electrician.....	2.50
Head flyman.....	1.40
Flyman.....	1.25
Head property man.....	1.40
Property man.....	1.25
Charge stage hand.....	1.40
Stage hand.....	1.25
Charge stage electrix.....	1.40
Stage electrix.....	1.25
Stage mechanist.....	2.50
Stage doorkeeper.....	1.25
Cinematograph machine and sound engineer.....	2.50
Dresser.....	1.25
*Head usher or usherette.....	0.63
*Usher or usherette.....	0.56
*Usherette vendor.....	0.63
Wardrobe mistress.....	1.40

	Per Month. R
(c) Unskilled labourers:—	
Area "A"—	
Male.....	27.00
Female.....	21.00
Area "B"—	
Male.....	25.00
Female.....	21.00
Area "C"—	
Male.....	23.00
Female.....	21.00
Area "D"—	
Male.....	21.00
Female.....	21.00
Under 18 years of age, all areas.....	18.00
Night watchmen—all areas:—	
An additional amount of R2.17 per month.	

* Provided however, that commissionaires, cloakroom attendants, cloakroom commissionaires, doormen, head ushers or usherettes, ushers or usherettes, or usherette vendors, who have completed not less than two years service with the same employer in any of these capacities, and who are in receipt of the minimum wages as set out above, shall be paid 3c extra per performance.

	Per maand. R
(a) Hoofversender.....	93.00
Versender—	
Eerste 12 maande ondervinding.....	26.00
Tweede 12 maande ondervinding.....	36.00
Derde 12 maande ondervinding.....	49.00
Vierde 12 maande ondervinding.....	63.00
Daarna.....	93.00
Rolprenthersteller, ervare.....	36.00
Leerling-rolprenthersteller.....	26.00
Passer en draaier.....	119.00
Plakkaatkunstenaar.....	119.00
Plakkaatkunstenaar se assistent.....	44.00
Hoofstoomman-verkoper.....	109.00
Stoomman-verkoper.....	93.00
Assistent-stoomman-verkoper.....	56.00
Kassier (voltyds).....	44.00
Rolprentmasjien- en klanktegnikus.....	121.00
Leerling-rolprentmasjien- en klanktegnikus—	
Eerste 12 maande ondervinding.....	31.00
Tweede 12 maande ondervinding.....	38.00
Derde 12 maande ondervinding.....	54.00
Vierde 12 maande ondervinding.....	70.00
Vyfde 12 maande ondervinding.....	85.00
Daarna.....	121.00
Elektrisiën.....	119.00
Elektrisiën se assistent.....	60.00
Algemene werksman.....	42.00
Joggie.....	22.00
Toneelstellasiemaker.....	119.00
Toneelwerktuigkundige.....	119.00
Voorvrounaaister.....	52.00
Naaister.....	48.00
Décorkunstenaar.....	119.00
Skyfiekunstenaar.....	52.00
Assistent-skyfiekunstenaar.....	36.00
Opsigter-commissionaire.....	52.00
Stoffeerder.....	119.00
Hoofkostuumversorgster.....	119.00
Kostuumversorgster.....	60.00
	Per opvoering. R
(b) *Commissionaire of deurwag.....	0.71
*Kleedkameropsigster.....	0.56
*Kleedkamercommissionaire.....	0.71
Kassier.....	0.94
Afroeper.....	0.53
Elektrisiën.....	2.50
Hoofvliegwerker.....	1.40
Vliegwerker.....	1.25
Hooftoneelbaas.....	1.40
Toneelbaas.....	1.25
Hooftoneelhelper.....	1.40
Toneelhelper.....	1.25
Voorman-toneelelektrisiën.....	1.40
Toneelelektrisiën.....	1.25
Toneelwerktuigkundige.....	2.50
Toneeldeurwag.....	1.25
Rolprentmasjien- en klanktegnikus.....	2.50
Aankleër.....	1.25
*Hoofplekaanwyser of -plekaanwysster.....	0.63
*Plekaanwyser of -aanwysster.....	0.56
*Plekaanwysster-verkoopster.....	0.63
Kostuumversorgster.....	1.40

	Per maand. R
(c) Ongeskoolde arbeiders:—	
Gebied A—	
Man.....	27.00
Vrou.....	21.00
Gebied B—	
Man.....	25.00
Vrou.....	21.00
Gebied C—	
Man.....	23.00
Vrou.....	21.00
Gebied D—	
Man.....	21.00
Vrou.....	21.00
Onder 18 jaar, alle gebiede.....	18.00
Nagwagte, alle gebiede: 'n Bykomende bedrag van R2.17 per maand.	

* Met dien verstande, egter, dat commissionaires, kleedkameropsigsters, kleedkamercommissionaires, deurwagte, hoofplekaanwysers of -aanwyssters, aanwysers of aanwyssters, of aanwysster-verkoopsters, wat minstens twee jaar diens in enigen van hierdie beroepe by dieselfde werkgever voltooi het, en wat die minimum lone hierbo genoem, ontvang, 3c ekstra per opvoering betaal moet word.

(2) (a) Persons employed otherwise than during public performances, other than those referred to in sub-clause (1) employed for the purpose of erecting and/or dismantling and/or rehearsals of such presentation shall be paid the following rates:—

	Per Hour.	With a minimum per Day of.
	R	R
Electrician.....	0.63	1.90
Head flyman.....	0.47	1.40
Flyman.....	0.42	1.25
Head property man.....	0.47	1.40
Property man.....	0.42	1.25
Charge stage hand.....	0.47	1.40
Stage hand.....	0.42	1.25
Charge stage electrix.....	0.47	1.40
Stage electrix.....	0.42	1.25
Stage mechanist.....	0.63	1.90
Stage doorkeeper.....	0.42	1.25
Dresser.....	0.42	1.25
Wardrobe mistress.....	0.47	1.40

(b) In this Agreement all the wages prescribed are minimum wages and do not prevent the payment of higher wages.

(c) No employer shall reduce the wages of an employee who at the time this Agreement comes into force or thereafter is paid a wage higher than the minimum prescribed in this Agreement, as long as the continues to be employed by the same employer as defined herein; provided that this provision shall not apply in the case of an employee holding a temporary appointment reverting to his former employment, or where an employee agrees to transfer to a category which provides for a lower wage.

5. PAYMENT OF WAGES.

(1) Wages, as set out in clause 4 (1) (a), (b) and (c) and 2 (a) hereof, and remuneration for overtime of employees shall become due and be paid in cash either weekly or monthly in respect of each class of employee as follows:—

- In the case of persons employed on a "per performance" basis, same shall be paid either weekly or monthly.
- In the case of monthly and/or weekly and/or per performance employees, not later than three days after they are due, or on termination of employment not later than seven days.
- In the case of unskilled labourers—casual—and of persons employed on a hourly basis in terms of clause 4 (b) hereof, same shall be paid either weekly or monthly.
- The wages shall be paid during the hours of work on the usual pay day of the establishment and such amount shall be accompanied by a statement of container on which shall be recorded the following:—
 - The employers name.
 - The employees name or payroll number.
 - Payment for ordinary hours and/or performances worked by the employee.
 - Payment for any overtime worked.
 - Details of any deductions made.
 - The actual amount paid to the employee.
 - The period in respect of which payment is made; and such statement or container on which these particulars are recorded shall become the property of the employee.

(2) For the purpose of determining daily rates of pay, the monthly wage shall be divided by 26 and the weekly wage by 6, and the hourly rate shall be determined by dividing the weekly wage by 54 in the case of supervising commissionaires, 52 for unskilled labourers and 44 in respect of all other employees. In the case where a monthly wage is prescribed and the employee is paid weekly, the monthly wage shall be divided by 4½ to determine the weekly wage.

(3) No premium shall be charged or accepted by or on behalf of an employer for the training of an employee.

(4) No deductions of any description whatsoever shall be made from or against an employee's wage otherwise than the following:—

- Deductions for sick, provident or pension funds.
- When a employee is absent from work without the permission of the employer, a pro rata amount may be deducted for the period of such absence.
- When an employer is compelled by law, statutory or otherwise, or ordinances or legal processes to make payment for or on behalf of an employee, any amount so paid may be deducted from such employee's wages.
- Levies in terms of clause 19 of this Agreement.
- Contributions and levies to the fund of the Trade Union in terms of clause 21 hereof.
- In the case of a cashier, any amount or amounts of cash shortages as provided in clause 12 hereof.
- (i) In the case of an unskilled labourer who agrees to board/or lodge with the employer, deductions not exceeding R1.30 per month for board and 87c per month for lodging.

(2) (a) Persone wat op ander tye as gedurende publieke opvoerings in diens is, uitgesonderd die bedoel in subklousule (1) wat in diens is vir oprigting en/of aftakeling en/of repetisies van sodanige opvoering, moet teen ondergenoemde tariewe besoldig word:—

	Per uur.	Met 'n minimum per dag van.
	R	R
Elektrisiën.....	0.63	1.90
Hoofvliegwerker.....	0.47	1.40
Vliegwerker.....	0.42	1.25
Hooftoneelbaas.....	0.47	1.40
Toneelbaas.....	0.42	1.25
Hooftoneelhelpers.....	0.47	1.40
Toneelhelpers.....	0.42	1.25
Voorman-toneelelektrisiën.....	0.47	1.40
Toneelelektrisiën.....	0.42	1.25
Toneelwerktuigkundige.....	0.63	1.90
Toneeldeurwag.....	0.42	1.25
Aankleër.....	0.42	1.25
Kostuumversorgster.....	0.47	1.40

(b) In hierdie Ooreenkoms is al die lone minimum lone en dit belet nie die betaling van hoër lone nie.

(c) Geen werkgewer mag die lone van 'n werknemer verlaag wat by die inwerkingtreding van hierdie Ooreenkoms of daarna 'n hoër loon betaal word as die minimum in hierdie Ooreenkoms voorgeskryf nie, solank hy by dieselfde werkgewer, soos hierin bepaal, in diens bly; met dien verstande dat hierdie bepaling nie van toepassing is nie in die geval van 'n werknemer wat 'n tydelike aanstelling gehou het en weer na sy vroeër diens terugkeer, of waar 'n werknemer instem om na 'n kategorie oorgeplaas te word wat 'n laer loon dra.

5. BETALING VAN LONE.

(1) Lone, soos bepaal in klousule 4 (1) (a), (b) en (c) en (2) (a) hiervan en oortydbesoldiging van werknemers is ten opsigte van elke klas werknemer verskuldig en in kontant hetsy weekliks of maandeliks, soos volg betaalbaar:—

- In die geval van persone in diens op 'n "per opvoering"-grondslag, weekliks of maandeliks.
- In die geval van werknemers by die maand en/of week en/of per opvoering, nie later nie as drie dae nadat dit verskuldig geword het, of, by diensbeëindiging, binne sewe dae.
- In die geval van ongeskoolde los arbeiders, en van persone in diens op 'n uurgrondslag kragtens klousule 4 (2) hiervan, of weekliks of maandeliks.
- Die lone moet gedurende die werke op die gewone betaaldag van die bedryfsinrigting betaal word en die bedrag moet vergesel gaan van 'n staat of houer waarop die volgende besonderhede aangeteken moet wees:—
 - Die werkgewer se naam.
 - Die werknemer se naam of betaalstaatsnommer.
 - Betaling vir gewone ure en/of opvoerings waartydens die werknemer gewerk het.
 - Betaling vir alle oortyd gewerk.
 - Besonderhede van alle aftrekkings gedoen.
 - Die werklike bedrag aan die werknemer betaal.
 - Die tydperk ten opsigte waarvan betaling gedoen word, en die staat of houer waarop hierdie besonderhede aange-teken is, word die eiendom van die werknemer.

(2) Ten einde daglone vas te stel, moet die maandloon deur 26 en die weekloon deur 6 gedeel word, en die uurloon word vasgestel deur die weekloon deur 54 te deel in die geval van opsigter-commissionaires, 52 vir ongeskoolde arbeiders en 44 in die geval van alle ander werknemers. Ingeval 'n maandloon voorgeskryf is en die werknemer weekliks betaal word, moet die maandloon deur 4½ gedeel word vir vasstelling van die weekloon.

(3) Geen premie mag deur 'n werkgewer of namens hom vir die opleiding van 'n werknemere gevra of aangeneem word nie.

(4) Geen bedrae hoegenaamd mag van 'n werknemer se loon afgetrek of daarteen in rekening gebring word nie, uitgesonderd die volgende:—

- Aftrekkings vir siekte-, voorsorg- of pensioenfondse;
- as 'n werknemer sonder die werkgewer se toestemming van die werk afwesig is, mag 'n pro rata bedrag vir die tydperk van die afwesigheid afgetrek word;
- as 'n werkgewer ingevolge 'n wet of ordonnansie of hof-geding verplig is om vir of namens die werknemer 'n betaling te doen, kan enige bedrag aldus betaal, van die werknemer se loon afgetrek word;
- heffings ingevolge klousule 19 van die Ooreenkoms;
- ledegeld aan die vakverenigingsfonds ingevolge klousule 21 hiervan;
- in die geval van 'n kassier, enige bedrag of bedrae van kas-tekorte soos bepaal in klousule 12 hiervan.
- (i) in die geval van 'n ongeskoolde arbeider wat toestem om van sy werkgewer of by 'n plek deur sy werkgewer aangewys, etes en/of huisvesting aan te neem, aftrek-kings van hoogstens R1.30 per week vir etes en 87c per week vir huisvesting;

- (ii) With the consent an employee, a deduction of any amount which an employer has paid, and/or is obliged to pay to any Municipal Council or other local authority in respect of rent of any house or accommodation in any hostel occupied by such employee in any location or Bantu village under the control of such council or other local authority.

- (h) Any other deductions authorised by the employee in writing excluding contributions to any unregistered organisation of employees of the nature of a trade union.

- (5) Any employee, if so required, shall work overtime.

- (i) All overtime, except work performed after midnight, Mondays to Saturdays inclusive, or on a Sunday, shall be paid for at the rate of time and one third ($1\frac{1}{3}$) of the employees hourly wage; provided, however, that employees who are regularly employed on normal hours on day shift, and who shall be required in addition to do stage work after 5 p.m. on any day, or on a Saturday after 12 noon, shall in addition to their wages, be paid the following rates of pay per performance:—

	Per Performance. R
Electrician.....	1.90
Cinematograph machine and sound engineer...	1.90
Stage mechanist.....	1.90
Charge stage electrician.....	0.88
Charge stage hand.....	0.88
Head property man.....	0.88
Head flyman.....	0.88
Wardrobe mistress.....	0.88
Stage electrician.....	0.78
Stage hand.....	0.78
Property man.....	0.78
Flyman.....	0.78
Call boy.....	0.36
Stage doorkeeper.....	0.78

- (ii) Any employee referred to in clause 4 (1) (b) and 5 (5) (i) who is required to work midnight performances Monday to Sunday inclusive or on a Sunday shall be paid at the rate of double the "per performance" rates.

- (iii) Whenever an employee, other than a person referred to in Clauses 4 (1) (b) and 5 (5) (i) works between the hours of midnight and 8 a.m. or on a Sunday his employer shall—

- (a) pay to such employee—

- (i) if he so works for a period not exceeding four hours, an amount of not less than the wage payable in respect of the period ordinarily worked by him on a week-day; and

- (ii) if he so works for a period exceeding four hours, an amount calculated at the rate of not less than double his wage rate in respect of the total period, or an amount of not less than double the wage payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater.

- (iv) The provisions of clauses 5 (5) (i) and 5 (5) (iii) shall not apply to persons employed as night watchmen.

- (v) No person under the age of 15 years shall be employed or be permitted to work in any establishment.

6. DIFFERENTIAL WAGE.

(1) (a) An employer who requires or permits an employee paid on a per performance basis to perform any work of another kind for which there is prescribed in clause 4 hereof a minimum wage higher than that payable to such employee for the work for which he is ordinarily employed shall pay such employee for such performance the rate of wage laid down for the most highly paid of the occupations in which he is so employed.

(b) Savings.—The provisions of the above clause shall not apply in the case of an emergency when an employee may be permitted to perform such duties for not more than thirty minutes.

(2) An employer who requires or permits any other employee to perform for more than one hour in any one day work of another kind for which there is prescribed in clause 4 hereof a minimum wage higher than that payable to such employee for work for which he is ordinarily employed shall pay to such employee for each hour or part thereof during which he is so employed the rate of wage laid down for the most highly paid of the occupations in which he is so employed.

7. TIME AND WAGE REGISTER.

Every employer shall keep or cause to be kept a time and wage register in respect of all employees in his employ, showing the total hours or number of performances worked daily by each employee, the nature of employment, the amount of wages paid,

- (ii) met die toestemming van 'n werknemer, 'n aftrekking van enige bedrag wat 'n werkgever betaal het, en/of moet betaal, aan enige munisipale raad of ander plaaslike owerheid ten opsigte van huur van enige huis of huisvesting in enige hostel deur sodanige werknemer geokkupeer in enige lokasie of Bantoeoord onder die beheer van sodanige raad of ander plaaslike owerheid.

- (h) enige ander aftrekking waartoe die werknemer skriftelik toegestem het, uitgesonderd bydraes aan enige ongeregisteerde werknemerorganisasie wat die aard het van 'n vakvereniging.

- (5) Elke werknemer moet, wanneer dit van hom vereis word, oortyd werk.

- (i) Vir alle oortyd, uitgesonderd werk wat ná middernag verrig word, op Maandag tot en met Saterdag, of op 'n Sondag, moet betaal word teen die skaal van een en 'n derde ($1\frac{1}{3}$) maal die werknemer se uurloon, met dien verstande, egter, dat alle werknemers wat gereeld gedurende normale ure op dagskof in diens is en van wie buitendien vereis word om op enige dag ná 5 nm. of op 'n Saterdag ná 12-uur middag verhoogwerk te verrig, benewens hulle weekloon, teen die volgende skaal van betaling per opvoering besoldig moet word:—

	Per opvoering. R
Elektrisiën.....	1.90
Rolprentmasjiën- en klanktegnikus.....	1.90
Toneelwerktuigkundige.....	1.90
Voorman-toneelelektrisiën.....	0.88
Hoof-toneelhelpers.....	0.88
Hoof-toneelbaas.....	0.88
Hoofvliegwerker.....	0.88
Kostuumversorgster.....	0.88
Toneelelektrisiën.....	0.78
Toneelhelpers.....	0.78
Toneelbaas.....	0.78
Vliegwerker.....	0.78
Afroeper.....	0.36
Toneeldeurwag.....	0.78

- (ii) Enige werknemer bedoel in klousules 4 (1) (b) en 5 (5) (i) van wie vereis word om gedurende middernagvertonings van Maandag tot en met Sondag of op 'n Sondag te werk, moet betaal word teen dubbel die "per opvoering"-tariewe.

- (iii) Wanneer 'n werknemer, uitgesonderd 'n persoon bedoel in klousules 4 (1) (b) en 5 (5) (i) tussen die ure van middernag tot 8 vm. of op 'n Sondag werk, moet sy werkgever—

- (a) dié werknemer—

- (i) as hy aldus vir 'n tydperk van hoogstens vier uur werk, 'n bedrag betaal wat minstens so groot is as die loon wat betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word; en

- (ii) as hy aldus vir 'n tydperk van meer as vier uur werk, 'n bedrag bereken teen die tarief van minstens dubbel sy loonskaal ten opsigte van die totale tydperk, of 'n bedrag van minstens dubbel die loon betaalbaar ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, naamlik die grootste bedrag.

- (iv) Die bepalinge van klousules 5 (5) (i) en 5 (5) (iii) is nie van toepassing op persone wat as nagwagte in diens is nie.

- (v) Niemand onder die leeftyd van 15 jaar mag in diens geneem of toegelaat word om in enige bedryfsinrigting te werk nie.

6. DIFFERENSIËLE LOON.

(1) (a) 'n Werkgever wat van 'n werknemer op 'n „per opvoering"-grondslag betaal word, vereis of hom toelaat om langer as 'n uur gedurende enige opvoering werk te verrig van 'n ander soort as dié waarvoor daar in klousule 4 hiervan 'n minimum loon voorgeskryf is wat hoër is as dié betaalbaar aan sodanige werknemer vir die werk waarvoor hy gewoonlik in diens is, moet sodanige werknemer vir sodanige opvoering besoldig teen die loonskaal wat bepaal is vir die hoogsbesoldigde van die betrekkinge waarin hy aldus in diens is.

(b) Voorbehoud.—Die bepalinge van bostaande klousule is nie van toepassing nie in die geval van 'n noodtoestand wanneer 'n werknemer toegelaat mag word om sulke pligte hoogstens 30 minute lang uit te voer.

(2) 'n Werkgever wat van enige ander werknemer vereis of hom toelaat om vir langer as 'n uur op 'n dag werk te verrig van 'n ander soort as waarvoor daar in klousule 4 hiervan 'n minimum voorgeskryf is wat hoër is as dié betaalbaar aan sodanige werknemer vir werk waarvoor hy gewoonlik in diens is, moet sodanige werknemer vir elke uur of gedeelte daarvan waartydens hy aldus in diens is, besoldig teen die loonskaal wat bepaal is vir die hoogsbesoldigde van die betrekkinge waarin hy aldus in diens is.

7. TYD- EN LOONREGISTER.

Elke werkgever moet ten opsigte van alle werknemers in sy diens 'n tyd- en loonregister byhou of laat byhou wat aantoon die totale getal ure of getal opvoerings daaglik deur elke werknemer gewerk, die aard van die diens, die loon betaal, die duur van

the amount of overtime worked, and any deductions made therefrom, and such other particulars as are required in terms of section fifty-seven (1) of the Industrial Conciliation Act, 1956, as amended.

8. HOURS OF WORK.

(1) The hours of work of the following classes of employees shall be as follows:—

- (a) For all employees (other than cashiers, supervising commissionaires, unskilled labourers, night watchmen and employees engaged full-time in stage production, theatres or cinemas, who are normally on duty during performances or any portion thereof) who are engaged on a weekly or monthly basis, the normal hours of work shall be 44 hours per week apportioned as follows:—

8 a.m. to 5 p.m., on Monday to Friday, with one hour break for meals, and 8 a.m. to 12 noon on Saturdays.

- (b) For cashiers and employees other than those referred to in clauses 4 (1) (b) and 5 (5) (i) engaged on fulltime stage production and cinema presentation in theatres or cinemas, who are normally on duty during performances or any portion thereof, and cashiers employed at booking offices, the normal hours of work shall not exceed 44 hours per week or more than 8 hours in any one day, provided however that such 8 hours may be spread over a period of 11 hours on one day, 12 hours on 4 days of the week and 13 hours on Saturdays or Public Holidays, further, that no continuous work in any one day shall exceed 5 hours without a break of at least one hour. Provided that where employees are required to work two or more consecutive performances in a theatre or cinema which does not permit a single break of one hour, this clause shall be deemed to have been complied with if a break of not less than 30 minutes is given during each performance.

- (c) Per performance employees—"Performance"—in the case of non-continuous performances—shall be the period commencing within 45 minutes before the advertised starting time of the performance and ending within 30 minutes after the performance has ended, and in the case of continuous performances, the period from the advertised starting time of each programme until the programme is ended; provided that in the case of a continuous performance the starting time for the first performance on any day may be 45 minutes before the starting time of the programme and finishing time of the last performance or such day may be 30 minutes after the programme has ended. This shall not debar an employee from working more than one performance in any one day.

- (d) The hours of work of unskilled labourers shall not exceed 52 hours per week apportioned over 6 days of the week, with a maximum spreadover of 14 hours per day.

- (e) The hours of work of a supervising commissionaire shall not exceed nine hours per day to be completed within 14 hours from the time of commencing work from Monday to Saturday inclusive.

- (f) Notwithstanding anything hereinbefore contained, electricians, cinematograph machine and sound engineers and their assistants, may be required, and in such event shall, in addition to the normal hours set out, do "stand by" duty, and shall be paid R1.75 per performance, or alternatively may be required to be "on call" and in such case shall be paid an amount of R1.30 per night, provided, however, that should a breakdown occur, and it be found necessary to do repairs during such period, all such time worked shall be deemed to be overtime, and shall be paid at overtime rates.

Savings.—Where an employee is "on call" for emergency servicing however, no overtime shall be paid in the event of such employee being called upon to do servicing and/or repairs.

For the purpose of this sub-clause—

"Stand by duty" shall mean that an employee shall be required to present himself at a particular establishment and shall remain on duty for the period of a performance for the purposes of emergency servicing;

"on call" shall mean that an employee shall be obliged to be available at all times by telephone during a period of a performance, within a radius of 3 miles of his residence for emergency work.

- (g) An employer shall not permit or require a female employee to work after 1 o'clock p.m., on more than 5 days in any week except cashiers and chargehand seamstresses, seamstresses, head wardrobe mistresses and wardrobe mistresses engaged in full time stage productions.

- (h) An employer may not require or permit a female employee under the age of 18 years to work later than 8 o'clock p.m.

die oortyd gewerk, die bedrag van die lewenskostoelae betaalbaar, enige bedrae daarvan afgetrek, en sulke ander besonderhede as wat vereis word ingevolge artikel *sewe-en-veertig* (1) van die Wet op Nywerheidsversoenig, 1956, soos gewysig.

8. WERKURE.

(1) Die werkure van die volgende klasse werknemers is soos volg:—

- (a) Vir alle werknemers (uitgesonderd kassiers, opsigter-commissionaires, ongeskoolde arbeiders, nagwagte en werknemers wat voltyds in diens is vir toneelvoorstellings in skouburges of bioskope, wie se normale diens gedurende voorstellings of enige deel daarvan verrig moet word) wat op 'n weeklikse of maandelikse basis in diens is, is die normale werkure 44 per week, verdeel soos volg:—

8 vm. tot 5 nm. van Maandag tot Vrydag, met 1 uur onderbreking vir etes, en
8 vm. tot 12-uur middag op Saterdag.

- (b) Vir kassiers en werknemers, uitgesonderd dié bedoel in klousules 4 (1) (b) en 5 (5) (i), in voltydse diens vir toneelopvoerings en rolprentvertonings in skouburges of bioskope, wat normaalweg gedurende opvoerings of enige deel daarvan op diens is, en kassiers op diens in plekbeprekkingskantore, is die gewone werkure hoogstens 44 per week, of 8 uur op 'n dag; met dien verstande egter dat dié 8 uur oor 'n tydperk van 11 uur op 1 dag versprei mag word, oor 12 uur op 4 dae van die week en oor 13 uur op Saterdag of openbare vakansiedae; voorts, dat geen aaneenlopende werktyd op enige dag meer as 5 uur, sonder 'n onderbreking van minstens 1 uur, mag duur nie; met dien verstande dat indien van werknemers vereis word om gedurende twee of meer opeenvolgende vertonings in 'n skouburg of bioskoop te werk wat nie 'n enkel onderbreking van een uur toelaat nie, daar beskou moet word dat hierdie bepaling nagekom is indien 'n onderbreking van minstens 30 minute gedurende elke vertoning toegelaat word.

- (c) "Per opvoering"-werknemers.—"Opvoering" in die geval van nie-aaneenlopende opvoerings, is die tydperk wat begin binne 45 minute voor die geadverteerde aanvangstyd van die opvoering en eindig binne 30 minute na afloop van die opvoering, en in die geval van aaneenlopende opvoerings die tydperk van die geadverteerde aanvangstyd van elke program tot die afloop van die program; met dien verstande dat in die geval van 'n aaneenlopende opvoering die begintyd vir die eerste opvoering op enige dag 45 minute voor die aanvangstyd van die program mag wees en die ophoutyd vir die laaste opvoering op sodanige dag 30 minute na afloop van die laaste program mag wees. Dit belet geen werknemer om vir meer as een opvoering op enige dag te werk nie.

- (d) Die werkure van ongeskoolde arbeiders is hoogstens 52 uur per week oor 6 dae van die week versprei, met 'n maksimum spreiding van 14 uur per dag.

- (e) Die werkure van 'n opsigter-commissionaire is hoogstens 9 uur per dag wat binne 14 uur vanaf die begintyd van die werk van Maandag tot en met Saterdag voltooi moet word.

- (f) Ondanks andersluidende bepalings hierin kan daar van elektrisiers, rolprentmasjiën- en klanktegnikusse en hulle assistente vereis word om, en in dié geval moet hulle, benewens hulle gewone ure, "gereedstaandiens" doen, en moet R1.75 per opvoering betaal word, of anders kan van hulle vereis word om hulle "beskikbaar" te hou, en in dié geval moet hulle 'n bedrag van R1.30 per nag betaal word, met dien verstande egter, dat ingeval 'n onklaarraking voorkom, en dit nodig gevind word om herstelwerk gedurende hierdie tydperk te doen, alle sodanige tyd gewerk as oortyd gereken moet word, waarvoor oortydskale betaal moet word.

Voorbehoud.—Ingeval 'n werknemer hom egter "beskikbaar" moet hou vir noodwerk, moet geen oortydskale betaal word indien die werknemer noodwerk en/of herstelwerk moet verrig nie.

Vir die toepassing van hierdie klousule beteken—

"gereedstaandiens" dat van 'n werknemer vereis word dat hy hom by 'n sekere inrigting moet aanmeld en op diens moet bly vir die tydperk waarin 'n opvoering aan die gang is, met dié doel om noodwerk te verrig;

en beteken—

"beskikbaar" dat 'n werknemer te alle tye gedurende 'n opvoering per telefoon vir noodwerk beskikbaar moet wees, binne 'n straal van 3 myl vanaf sy woonplek.

- (g) 'n Werkgewer mag nie van 'n vroulike werknemer vereis of haar toelaat om na 1-uur nm. op meer as 5 dae in 'n week te werk nie, maar met uitsondering van kassiers en voorvrounaaisters en naaisters, hoofkostuumversorgsters en kostuumversorgsters wat vir voltydse toneelopvoerings in diens is.

- (h) 'n Werkgewer mag nie van 'n vroulike werknemer wat onder die leeftyd van 18 jaar is, vereis of haar toelaat om later as 8-uur nm. te werk nie.

(i) An employer may require or permit an employee to work overtime not exceeding 100 hours per annum except in the case of emergency work or where an employee is on "stand-by" duty and/or "on-call". This limitation of overtime shall not apply to—

- (i) employees earning R160 per month, or
- (ii) persons employed otherwise than during public performances who are employed for the purpose of shift in and/or erecting and/or dismantling and/or rehearsals and/or shift out of live show presentations.

(j) The provisions of sub-clauses (1) (g) and (h) shall not apply in respect of any employee referred to in Clauses 4 (1) (b) and (c) and Clauses 4 (2) (a) and 5 (5) (i) provided that when a female employee under the age of 18 years, is required and permitted to work after 8 p.m., the employer shall provide her with transport free of charge to her place of residence within 30 minutes after the completion of her shift.

(2) Cashiers who are employed on a "per performance" basis shall not be permitted to work for more than the period of a performance; provided, however, that where a cashier is unable to reconcile her cash within the aforementioned period she shall not be entitled to payment for overtime in respect of any such excess time worked.

(3) No wages or other remuneration shall be paid for time spent in travelling to or from work or whilst on tour other than hereinafter provided:—

- (a) Any employee called upon to work away from the town where he is normally employed shall be paid all travelling expenses in addition to his normal remuneration.
- (b) An employee who is called upon to act as a relieving hand at, or who is temporarily transferred to any theatre or cinema other than that at which he is normally employed, shall have refunded to him any additional expenditure reasonably incurred by him whilst so acting or transferred.
- (c) Employees on tour, who are unable to return home daily shall be paid in addition to the payment of their fares, a subsistence allowance at the end of each week at the rate of R3 per day; excepting unskilled labourers who shall be paid at the rate of R1 per day.

(4) The provisions of this clause shall not apply to persons employed as night watchmen.

9. TRAVELLING.

- (a) All employees other than unskilled labourers shall be supplied with first-class train accommodation.
- (b) Unskilled labourers shall be supplied with third-class train accommodation.

10. TRANSFERS.

An employee may be transferred by any employer from one establishment to another; provided that if the establishment to which the employee is transferred is in a different town and necessitates change of domicile, the following conditions shall apply, namely:—

- (a) If possible, reasonable notice of any such transfer shall be given to the employee to enable him to arrange his affairs.
- (b) If a transfer is immediate or without reasonable notice, the employer shall pay the employee's hotel or other board and accommodation up to R12.60 per week for the first three weeks and, if such transfer is for longer duration than three weeks, the employer shall pay the employee's hotel or other board and accommodation at the rate of R50 per month until such time as the transfer becomes permanent.
- (c) The employer shall defray all additional expenditure which may be reasonably incurred by the employee and his family, arising from any transfer such as rail fares, meals and bedding on trains, cost of packing and removing of furniture and household effects.

11. UNIFORMS.

Where employers require their employees to wear special uniforms, such uniforms shall be provided by the employer free of charge and shall remain the property of the employer, and shall be laundered and cleaned free of charge by the employer. Shoes, however, shall not be deemed to form part of the uniform, and shall, subject only to conformity of colour (black, brown or white) as may be required by the employer, be the responsibility of the employee.

12. CASHIER'S LIABILITY.

Cashiers shall be personally liable for all cash they receive including cash received from the sale of tickets, and for the tickets issued to them, and shall make good any deficiency in respect thereof; provided that when such cash and tickets have been handed over to and accepted as correct by the employers or their authorised representatives, the responsibility of the cashier shall cease.

13. HOLIDAY LEAVE.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to each of the undermentioned employees in respect of each completed year of service, holiday leave as follows:—

- (a) To all employees, other than night watchmen, 14 consecutive days holiday leave on full pay.

(i) 'n Werkgewer mag van 'n werknemer vereis of hom toelaat om oortyd van hoogstens 100 uur per jaar te werk, behalwe in die geval van noodwerk of waar 'n werknemer "gereedstaand" doen en/of "beskikbaar" is. Hierdie beperking van oortyd is nie van toepassing nie op—

- (i) werknemers wat R160 per maand verdien, of
- (ii) persone wat op ander tye as gedurende openbare opvoerings in diens is en wat in diens is vir die inskui en/of oprigting en/of uitmekaarhaal en/of repetisies en/of uitskui van lewende toneelopvoerings.

(j) Die bepalings van subklousule (1) (g) en (h) is nie van toepassing nie ten opsigte van enige werknemer bedoel in klousule 4 (1) (b) en (c) en klousules 4 (2) (a) en 5 (5) (i), met dien verstande dat wanneer van 'n vroulike werknemer onder die leeftyd van 18 jaar vereis of sy toegelaat word om ná 8 nm. te werk, die werkgever haar van vervoer moet voorsien na haar woonplek binne 30 minute na voltooiing van haar skof.

(2) Kassiers wat volgens 'n "per opvoering"-basis in diens is, word nie toegelaat om vir langer as die tydperk van die opvoering te werk nie; met dien verstande egter dat as 'n kassier nie haar kas binne genoemde tydperk kan laat klop nie, sy nie op oortyd-besoldiging ten opsigte van die langer tyd wat gewerk word, geregtig is nie.

(3) Geen loon of ander besoldiging word vir reistyd na of van die werk of op toer betaal nie, uitgesonderd die volgende:—

- (a) Aan 'n werknemer van wie vereis word om uit die stad waar hy gewoonlik in diens is, te werk, moet, benewens sy gewone besoldiging, alle reiskoste betaal word.
- (b) 'n Werknemer van wie vereis word om afoswerk te doen of wat tydelik van 'n ander skouburg of bioskoop waar hy gewoonlik werk, oorgeplaas is, moet terugbetaling ontvang van enige addisionele uitgawes wat redelik deur hom aangegaan is terwyl hy aldus afoswerk gedoen het of oorgeplaas is.
- (c) Alle werknemers op toer, wat nie daaglik na hul huis kan terugkeer nie, moet, benewens hul reisgeld, verblyf-koste aan die end van elke week betaal word teen die skaal van R3 per dag, behalwe ongeskoolde arbeiders wat teen die skaal van R1 per dag besoldig moet word.

(4) Die bepalings van hierdie klousule is nie op persone wat persele bewaak, van toepassing nie.

9. REISKOSTE.

- (a) Alle werknemers, uitgesonderd ongeskoolde arbeiders, moet van eerste-klas-treinkaartjies voorsien word.
- (b) Alle ongeskoolde arbeiders moet van derde-klas-treinkaartjies voorsien word.

10. VERPLASINGS.

'n Werkgewer kan 'n werknemer van een bedryfsinrigting na 'n ander verplaas; met dien verstande dat as die inrigting waarheen die werknemer aldus verplaas word, in 'n ander stad is en 'n verandering van woonplek nodig is, die volgende voorwaardes van toepassing is:—

- (a) Indien moontlik, moet aan die werknemer redelike kennis van verplasing gegee word, ten einde hom in staat te stel om sy sake te reël.
- (b) As die verplasing onmiddellik en sonder redelike kennis-gewing geskied, moet die werkgever die werknemer se hotel- of ander etes en huisvesting betaal tot hoogstens R12.60 per week vir die eerste drie weke, en as sodanige oorplasing vir 'n langer tydperk as 3 weke is, moet die werkgever die werknemer se hotel- of ander etes en huisvesting betaal teen R50 per maand totdat die verplasing permanent word.
- (c) Die werkgever moet alle bykomende uitgawes betaal wat redelik deur die werknemer en sy gesin aangegaan word as gevolg van sodanige verplasing, soos spookkoste, etes en beddegoed op die trein, koste van verpakking en vervoer van meubels en huishoudelike besittings.

11. UNIFORMS.

As werkgevers van hul werknemers vereis om spesiale uniforms te dra, moet die werkgever die uniforms kosteloos verskaf, en dit bly die werkgever se eiendom en moet kosteloos deur die werkgever gewas, gestryk en skoongehou word. Skoene word egter nie as 'n deel van die uniform gereken nie en moet, slegs onderworpe aan eenvormigheid van kleur wat deur die werkgever vereis kan word (swart, bruin of wit), deur die werknemer self gekoop word.

12. KASSIER SE AANSPEEKLIKHEID.

Kassiers is persoonlik aanspreeklik vir al die kontant wat hulle ontvang, met inbegrip van die kontant wat uit die verkoop van kaartjies ontvang word en vir die kaartjies wat aan hulle uitgereik word, en moet enige tekort in verband daarmee vergoed; met dien verstande dat as sodanige kontant en kaartjies aan die werkgevers of hul gemagtigde verteenwoordiger oorhandig en deur hulle vir korrek aanvaar is, die aanspreeklikheid van die kassier eindig.

13. VAKANSIEVERLOF.

(1) Behoudens soos bepaal in subklousule (2), moet 'n werkgever aan elke van ondergenoemde werknemers ten opsigte van elke voltooiende jaar diens, die volgende vakansieverlof toestaan:—

- (a) Aan alle werknemers uitgesonderd nagwagte—14 agtereenvolgende dae vakansieverlof met volle besoldiging.

- (b) To all employees, other than unskilled labourers employed by the same employer for three consecutive years or more, 21 consecutive days leave on full pay.
- (c) To all employees employed as night watchmen, 21 consecutive days leave on full pay.
- (2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer; provided that—

- (a) The leave to which an employee is entitled in terms of sub-clause (1) shall be applied for by the employee in writing at least one month before it is due and shall be granted at a time to be fixed by the employer, not later than 4 months after it has become due provided that the leave, may, if agreed thereto by the employee in writing within such 4 months period be granted not later than 2 months after the expiration of the said 4 months.
- (b) The period of such leave shall not be concurrent with sick leave granted in terms of clause 15 nor within a period during which an employee is required to undergo military training in pursuance of the Defence Act, 1957, or a period of notice given in terms of clause 16 hereof.
- (c) an employer may set off against any such period of leave any day of occasional leave granted on full pay to his employee at such employee's written request during the year of employment to which the period of annual leave relates;

(3) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid not later than the last work day before the date of commencement of such leave.

(4) An employee whose contract of employment terminates, other than by reason of the employee's desertion, in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall, save as provided in paragraph (c) of the proviso to sub-clause (2), and provided he shall have completed not less than one month's service, upon such termination, but not later than seven days thereafter be paid in lieu of leave, and in respect of each completed month of such period of less than one year, not less than 1½ days' pay in the case of employees referred to in clause 13 (1) (b) and one day's pay in the case of employees referred to in clause 13 (1) (a) and (c) which he was receiving immediately before the date of such termination.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted shall upon such termination and not later than seven days thereafter, be paid in respect of leave the amount referred to in sub-clause (1) and (4).

(6) For the purpose of this clause the expression "employment" shall be deemed to include any period in respect of which an employer, in terms of clause 16 (1), pays an employee in lieu of notice and any period or periods during which an employee is absent—

- (a) on leave in terms of sub-clause (1);
- (b) on sick leave in terms of clause 15;
- (c) on the instructions or at the request of his employer;
- (d) on military training in pursuance of the Defence Act, 1957, amounting in the aggregate in any year to not more than ten weeks for employees referred to in sub-clause (1) (a) hereof, and for not more than 11 weeks for all other employees, in respect of items (a), (b) and (c) plus any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957; provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training, and employment shall be deemed to commence—

- (i) in the case of an employee, who has before the coming into force of this Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law provided for annual leave applied but who has not become entitled to leave in terms thereof, from the date on which such employment commenced.
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service or the date of coming into force of this Agreement, whichever is the latter.

(7) Holiday leave shall not be accumulated nor shall the employer be allowed or required to make payment in lieu thereof. After the first two years of employment provided that, with the consent of the employer, an employee referred to in clause 13 (1) (b) above shall be entitled to accumulate not more than seven days annual leave, for each completed year of service with a maximum of seven weeks accumulated leave.

(8) *Savings.*—The provisions of this clause shall not apply to casual employees.

14. PUBLIC HOLIDAYS.

- (1) All employees shall work if so required by the employer, on all public holidays.
- (2) Where an employee is not required or permitted to work on a public holiday, the employer shall pay him for that day not less than his normal daily remuneration.

(b) Aan alle werknemers, uitgesonderd ongeskoolde arbeiders, wat 3 jaar of meer onafgebroke by dieselfde werkgewer in diens was—21 agtereenvolgende dae vakansieverlof met volle besoldiging.

(c) Aan alle werknemers in diens as nagwagte, 21 agtereenvolgende dae vakansieverlof met volle besoldiging.

(2) Die verlof in subklousule (1) bedoel, moet toegestaan word op 'n tyd wat die werkgewer vasstel; met dien verstande dat—

(a) Die verlof waarop 'n werknemer ingevolge subklousule (1) geregtig is, moet deur die werknemer skriftelik aangevra word minstens een maand voordat dit verskuldig word en dit moet toegestaan word op 'n tydstop wat deur die werkgewer bepaal word, maar nie later nie as 4 maande nadat dit verskuldig geword het, met dien verstande dat die verlof, indien die werknemer daartoe skriftelik instem binne genoemde tydperk van 4 maande, nie later nie as 2 maande na verstryking van genoemde 4 maande verleen kan word.

(b) die tydperk van sodanige verlof nie mag saamval met siekteverlof, toegestaan kragtens klousule 15, of met enige tydperk waarin die werknemer verplig is om militêre opleiding ingevolge die Verdedigingswet, 1957, te ondergaan nie;

(c) 'n werkgewer enige dag geleentheidsverlof wat met volle besoldiging aan sy werknemer op sodanige werknemer se versoek toegestaan is gedurende die jaar diens waarop die jaarlikse verlof betrekking het, van enige sodanige verlof kan aftrek.

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van die jaarlikse verlof in subklousule (1) genoem, moet uiters op die laaste werkdag vóór die aanvangsdatum van die verlof betaal word.

(4) 'n Werknemer wie se dienskontrak eindig, behalwe as dit geskied omdat die werknemer dros, in die eerste of 'n daaropvolgende jaar diens by dieselfde werkgewer voordat die verlof-tydperk, bedoel in subklousule (1), opgeloopt het, moet, behoudens soos bepaal in paragraaf (c) van die voorbehoud by subklousule (2) en met dien verstande dat hy minstens 1 maand diens voltooi het, by beëindiging daarvan maar nie later as 7 dae daarna nie, in plaas van verlof besoldig word, en ten opsigte van elke voltooide maande van dié tydperk van minder as 1 jaar minstens 1½ maal die dagloon in die geval van werknemers bedoel in klousule 13 (1) (b), en 1 dag se loon in die geval van werknemers bedoel in klousule 13 (1) (a) en (c), wat hy onmiddellik vóór die datum van beëindiging ontvang het.

(5) 'n Werknemer wat geregtig geword het op verlof kragtens subklousule (1) en wie se dienskontrak eindig voordat die verlof toegestaan is, moet by die beëindiging daarvan ten opsigte van verlof die bedrag bedoel in subklousules (1) en (4), betaal word.

(6) Vir die toepassing van hierdie klousule word dit geag dat die uitdrukking "diens" enige tydperk omvat ten opsigte waarvan 'n werkgewer 'n werknemer ingevolge klousule 16 (1) betaal in plaas van aan hom kennis te gee asook enige tydperk of tydperke waartydens 'n werknemer afwesig is—

- (a) met verlof kragtens subklousule (1);
- (b) met siekteverlof kragtens klousule 15;
- (c) op bevel van of op versoek van sy werkgewer;
- (d) op militêre opleiding ingevolge die Verdedigingswet, 1957;

wat in enige jaar altesaam hoogstens 10 weke bedra vir werknemers in subklousule (1) (a) hiervan bedoel en hoogstens 11 weke vir alle ander werknemers, ten opsigte van items (a), (b) en (c) plus enige tydperk waarin 'n werknemer afwesig is vir militêre opleiding wat hy ingevolge die Verdedigingswet, 1957, in dié jaar ondergaan, en dit word geag dat diens soos volg begin:—

- (i) In die geval van 'n werknemer wat vóór die inwerking-treding van hierdie Ooreenkoms op verlof geregtig geword het ingevolge enige wet, vanaf die datum waarop sodanige werknemer laas op sodanige verlof ingevolge sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was vóór die inwerking-tredingsdatum van hierdie Ooreenkoms en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing is maar wat nie ingevolge daarvan op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;
- (iii) in die geval van enige ander werknemer, vanaf die datum waarop sodanige werknemer in sy werkgewer se diens getree het of die inwerking-tredingsdatum van hierdie Ooreenkoms, naamlik die jongste.

(7) Vakansieverlof mag nie ophoop nie en ewemin kan van die werkgewer vereis of hy toegelaat word om besoldiging in plaas daarvan te betaal. Na die eerste twee jaar diens, is 'n werknemer bedoel in klousule 13 (1) (b) hierbo, geregtig, behoudens die toestemming van die werkgewer, om hoogstens sewe dae jaarlikse verlof te laat ophoop vir elke voltooide jaar diens, met 'n maksimum van 7 weke opgehoopte verlof.

(8) *Voorbehoud.*—Die bepalings van hierdie klousule is nie op los werknemers van toepassing nie.

14. OPENBARE VAKANSIEDAE.

(1) Alle werknemers moet op alle openbare vakansiedae werk indien dit deur die werkgewer vereis word.

(2) Ingeval 'n werknemer nie verplig of toegelaat word om op 'n openbare vakansiedag te werk nie, moet die werkgewer hom vir daardie dag minstens sy gewone daaglikse besoldiging betaal.

(3) Where an employee referred to in clause 4 (1) (a) with the exception of a cashier and/or those engaged on full time stage production and/or those engaged on emergency work or where an employee is on stand-by duty, and/or on call shall be paid double hourly rates when required or permitted to work on a public holiday.

(4) An employee referred to in clauses 4 (1) (b) and 4 (1) (c) and/or cashier and/or those engaged on full time stage production and/or emergency work, or where an employee is engaged on stand-by duty, or on call he shall be paid double hourly or per performance rates when required or permitted to work on New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day.

15. SICK LEAVE.

(1) An employer shall grant to any employee, other than a casual employee, employed by him who is absent from work through incapacity, not less than 24 work days sick leave in the aggregate during any period of 24 consecutive months of employment with him and shall pay to such employee in respect of the period of absence in terms of this sub-clause an amount not less than the wage he would have received had he worked during such period, provided that—

- (i) in the first 12 consecutive months of employment an employee shall be entitled to sick leave on full pay at a rate of not more than one work day in respect of each completed month of employment.
- (ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this sub-clause by an employee in respect of any absence from work for a period covering more than 2 consecutive days, require the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity, provided that when an employee has during any period up to 8 weeks received payment without producing such certificate his employer may during the period of 8 weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence from work;
- (iii) where an employer is by law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, in respect of any incapacity, the amounts so paid may be set off against the payment due in terms of this sub-clause in respect of absence on sick leave because of such incapacity;
- (iv) the provisions of this sub-clause shall not apply in respect of any period of incapacity of an employee in respect of which the employer is by any other law required to pay to the employee an amount of not less than his wage.

(2) For the purpose of this clause the expression—

(a) "employment" includes any period during which an employee is—

- (i) on leave in terms of clause 13 (1) or
 - (ii) on sick leave in terms of clause 15 (1) or
 - (iii) is absent from work on the instructions or at the request of his employer or
 - (iv) is undergoing military training in pursuance of the Defence Act, 1957.
- amounting in the aggregate in any year to not more than ten weeks in respect of items (i), (ii) and (iii) plus any period of military training undergone in that year not exceeding 4 months.

(b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct provided that any such inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, No. 30 of 1941, as amended, shall only be regarded an incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

(3) Sick leave and holiday leave shall not run concurrently.

(4) When an employee is absent owing to incapacity, save as provided in sub-clause (1) hereof, for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to payment only in respect of such sick leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of each cycle of employment, or on termination of employment before such expiry, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination has not been taken.

(5) *Savings.*—The provisions of this clause shall not apply to casual employees.

16. TERMINATION OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, who desires to terminate a contract of employment, shall give—

- (a) during the first four weeks of employment, not less than one work day and/or one performance notice;
- (b) in the case of a weekly paid employee, or an employee on a per performance basis who is paid weekly, one week's notice after the first four weeks of employment;

(3) 'n Werknemer bedoel in klousule 4. (1) (a), uitgesonderd 'n kassier, en/of diegene in diens vir voltydse toneelopvoering en/of dié wat noodwerk verrig of 'n werknemer wat gereedstaandien verrig of beskikbaar is, moet 'n dubbele uurloon betaal word wanneer verplig of toegelaat om op 'n openbare vakansiedag te werk.

(4) 'n Werknemer bedoel in klousules 4 (1) (b) en 4 (1) (c) en/of 'n kassier en/of diegene in diens vir voltydse toneelopvoering en/of noodwerk of 'n werknemer wat gereedstaandien verrig of beskikbaar is, moet dubbele uur- of per opvoeringskale betaal word wanneer verplig of toegelaat om op Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag te werk.

15. SIEKTEVERLOF.

(1) 'n Werkgewer moet aan 'n werknemer, uitgesonderd 'n los werknemer, wat by hom in diens is en weens ongeskiktheid van die werk afwesig is, minstens 24 werkdag siekteverlof altesaam toestaan gedurende enige tydperk van 24 opeenvolgende maande diens by hom en moet dié werknemer ten opsigte van die tydperk van afwesigheid ingevolge hierdie klousule 'n bedrag van minstens die loon betaal wat hy sou ontvang het as hy gedurende daardie tydperk gewerk het, met dien verstande dat—

- (i) in die eerste 12 opeenvolgende maande diens 'n werknemer geregtig is op siekteverlof met volle besoldiging teen 'n skaal van hoogstens een werkdag ten opsigte van elke voltooide maand diens.
- (ii) 'n werkgewer, as 'n voorwaarde voordat hy enige bedrag betaal wat kragtens hierdie klousule deur die werknemer ten opsigte van enige afwesigheid van die werk vir meer as twee aaneenlopende dae geëis word, van die werknemer kan vereis om 'n sertifikaat voor te lê wat deur 'n mediese praktisyn onderteken is en die aard en duur van die werknemer se ongeskiktheid bevestig; met dien verstande dat indien 'n werknemer gedurende enige tydperk van tot 8 weke besoldiging ontvang het sonder om so 'n sertifikaat in te dien, sy werkgewer gedurende die tydperk van 8 weke wat onmiddellik op die vorige dergelike geleentheid volg, van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van die werk in te dien;
- (iii) wanneer 'n werkgewer regtens verplig word om gelde vir hospitaal- of mediese behandeling te betaal en hy sulke gelde wel betaal, ten opsigte van enige ongeskiktheid, die bedrae aldus betaal, afgetrek kan word van dié betaling verskuldig ingevolge hierdie subklousule ten opsigte van afwesigheid met siekte weens sodanige ongeskiktheid;
- (iv) die bepalings van hierdie subklousule nie van toepassing is nie ten opsigte van enige tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan die werkgewer by enige ander wet verplig word om aan die werknemer 'n bedrag van minstens sy loon te betaal.

(2) Vir die toepassing van hierdie klousule omvat die uitdrukking—

(a) "diens" alle tydperke waarin 'n werknemer—

- (i) met verlof is ingevolge klousule 13 (1); of
- (ii) met siekteverlof is ingevolge klousule 15 (1); of
- (iii) van die werk afwesig is op las of op versoek van sy werkgewer; of
- (iv) militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan,

wat altesaam in 'n jaar hoogstens 10 weke beloop ten opsigte van items (i), (ii) en (iii), plus enige tydperk van militêre opleiding van hoogstens 4 maande wat daardie jaar ondergaan is; en

(b) beteken "ongeskiktheid" onvermoë om te werk weens enige siekte of besering, uitgesonderd dié deur 'n werknemer se eie wangedrag veroorsaak; met dien verstande dat enige onvermoë om te werk weens 'n ongeluk waarvoor vergoeding betaalbaar is kragtens die Ongevalwet, 1941, geag moet word ongeskiktheid te wees slegs ten opsigte van enige tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling kragtens daardie Wet betaalbaar is nie.

(3) Siekteverlof en vakansieverlof mag nie saamval nie.

(4) Wanneer 'n werknemer weens ongeskiktheid afwesig is, behalwe soos bepaal in subklousule (1) hiervan, vir 'n tydperk van meer as enige siekteverlof wat ten tyde van dié ongeskiktheid opgehoop het, is hy slegs op betaling geregtig ten opsigte van sodanige siekteverlof wat aldus opgehoop het; maar sy werkgewer moet, as hy dit nie reeds voorheen gedoen het nie, by die verstryking van elke kringloop van diens, of by beëindiging van diens voor sodanige verstryking, hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid betaal in die mate waarin siekteverlof, wat by sodanige verstryking of beëindiging opgehoop het, nie geneem is nie.

(5) *Voorbehoud.*—Die bepalings van hierdie klousule is nie op los werknemers van toepassing nie.

16. DIENSBEÏNDIGING.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat 'n dienskontrak wil beëindig, moet—

- (a) gedurende die eerste 4 weke diens, minstens 1 werkdag en/of 1 opvoering kennis gee;
- (b) in die geval van 'n weekliks besoldigde werknemer, of 'n werknemer op 'n per opvoering-grondslag wat weekliks betaal word, 1 week kennis gee na die eerste 4 weke diens;

(c) in the case of a monthly paid employee, or an employee on a per performance basis who is paid monthly, other than unskilled labourers and night watchmen, two weeks' notice after the first four weeks of employment, and in the case of unskilled labourers and night watchmen, one weeks' notice, provided that this shall not affect—

- (i) the right of an employee or employer to terminate the contract of employment without notice for any good cause recognised by law as sufficient;
- (ii) any written agreement between an employee and his employer which provides for a period of notice of equal duration on both sides and for longer than two weeks, one week, 24 hours or one performance, as the case may be;
- (iii) the operation of any forfeiture or penalties which by law may be applicable in respect of desertion by an employee;

and provided further that an employer may terminate the contract of employment without notice by paying the employee wages in lieu of the prescribed period of notice; where an employee is desirous of terminating his contract of employment the employer shall retain the right to either accept from his employee a forfeiture in lieu of the prescribed period of notice, or the prescribed period of notice as hereinbefore contained.

(2) The notice referred to in clause 16 (1) (a), (b) and (c) shall not be given during nor shall any period run concurrently with an employee's absence—

- (a) on annual leave in terms of clause 13.
- (b) whilst undergoing military training in pursuance of the Defence Act, 1957;
- (c) on sick leave in terms of clause 15.

(3) The notice referred to in this clause shall take effect from:—

- (a) In the case of employees referred to in sub-clause (1) (b) such notice shall be given on or before the usual pay day, and shall run from the day after such pay day.
- (b) In the case of employees referred to in sub-clause (1) (c) such notice shall be given on or before the first or fifteenth day of a month, and shall run from such first or fifteenth day.

(4) Notwithstanding anything to the contrary in this Agreement, where an employee terminates his contract of employment by leaving his employment without notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Agreement, an amount of not more than that which such employee would have had to pay him in lieu of notice.

(5) The provisions of this clause, shall not apply to casual employees, whose contract of employment at all times shall be daily, on an hourly or performance payment basis as hereinbefore contained.

(6) Where an employee agrees in writing to allow his employer to either waive and/or vary his right to accept a shorter period of notice than hereinbefore contained, the employer shall have deemed to have complied with the requisite period of notice.

17. RECORD OF SERVICE.

Each employer shall upon application of an employee on termination of employment, issue to him a certificate of service showing the name of the employer and employee, nature of employment and the date of commencement and termination of such service.

18. RECORD OF PERSONS EMPLOYED.

Each employer shall not later than the 15th day of each month forward to the Secretary of the Industrial Council, P.O. Box 6649, Johannesburg, or to the office of the Council, 501/3 His Majesty's Building West, Joubert Street, Johannesburg, a list of all persons employed during the preceding month for whom minimum wages are prescribed in the Agreement and the rate of wages, occupation, date of engagement and number of performances worked per week and/or per month of each such employee.

19. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct 7½c per month from the wages of all employees other than unskilled labourers, night watchmen and casuals for whom minimum wages have been prescribed in clause 4 hereof, and 5c per month from unskilled labourers, night watchmen and casual employees. To the amount so deducted the employer shall add a like amount and forward month by month and not later than the 15th day of each month the total sum to the Secretary of the Council, P.O. Box 6649, or 501/3 His Majesty's Building West, Joubert Street, Johannesburg.

20. UNION AND ASSOCIATION MEMBERSHIP.

(1) No employer who is a member of the employers' organisation shall employ an employee for whom minimum wages have been prescribed in clause 4 hereof (other than unskilled labourers, night watchmen and casual employees) who are not members of the trade union, and no member of the trade union shall take employment with any employer who is not a member of the employers' organisation.

(c) in die geval van 'n maandeliks besoldigde werknemer, of 'n werknemer op 'n per opvoering-grondslag wat maandeliks besoldig word, uitgesonderd ongeskoolde arbeiders, 2 weke kennis gee na die eerste 4 weke diens, en in die geval van ongeskoolde arbeiders, een dag, met dien verstande dat dit nie die volgende raak nie:—

- (i) Die reg van 'n werknemer of werkgewer om die dienskontrak sonder kennisgewing om enige goeie rede wat regtens genoegsaam is, te beëindig nie;
- (ii) enige skriftelike ooreenkoms tussen 'n werknemer en sy werkgewer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan albei kante en vir langer as 2 weke, 1 week, 24 uur, of 1 opvoering, na gelang van die geval;
- (iii) die werking van enige verbeuring of boetes wat regtens van toepassing is ten opsigte van diensverlating deur 'n werknemer;

en voorts met dien verstande dat 'n werkgewer die dienskontrak sonder kennisgewing kan beëindig deur die werknemer sy loon te betaal in plaas van die voorgeskrewe tydperk van kennisgewing; waar 'n werknemer sy dienskontrak wil beëindig, moet die werkgewer die reg behou om of van sy werknemer 'n verbeuring aan te neem in plaas van die voorgeskrewe tydperk van kennisgewing, of die voorgeskrewe tydperk van kennisgewing soos hierbo bepaal.

(2) Die kennisgewing bedoel in klousule 16 (1) (a), (b) en (c) moet nie gegee word gedurende en mag nie saamval nie met 'n werknemer se afwesigheid—

- (a) met jaarlikse verlof kragtens klousule 13;
- (b) terwyl hy militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957;
- (c) met siekteverlof kragtens klousule 15.

(3) Die kennisgewing bedoel in hierdie klousule tree in werking vanaf:—

- (a) In die geval van werknemers bedoel in subklousule (1) (b) moet dié kennis op of voor die gewone betaaldag gegee word, en moet dit in werking tree van die dag ná dié betaaldag.
- (b) In die geval van werknemers bedoel in subklousule (1) (c) moet kennis op of voor die 1ste of 15de dag van 'n maand gegee word, en tree dit in werking van dié 1ste of 15de dag.

(4) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, waar 'n werknemer sy dienskontrak beëindig deur sy diens sonder kennisgewing te verlaat of sonder sy werkgewer in plaas van kennisgewing te betaal, kan sy werkgewer aan homself toeëien van enige geld wat hy aan dié werknemer kragtens enige bepalinge van hierdie Ooreenkoms skuld, 'n bedrag van hoogstens dié wat die werknemer hom in plaas van kennisgewing sou moes betaal het.

(5) Die bepalinge van hierdie klousule is nie van toepassing op los werknemers wie se dienskontrak te alle tye op 'n daaglikse, op 'n uur- of opvoeringsgrondslag, soos hierbo bepaal, is nie.

(6) Wanneer 'n werknemer skriftelik toestem om sy werkgewer toe te laat om of sy reg om 'n korter tydperk van kennisgewing as hierbo bepaal, ter syde te stel of te wysig, word die werkgewer geag die vereiste tydperk van kennisgewing na te gekom het.

17. DIENSSTAAT.

Elke werkgewer moet by aansoek van 'n werknemer tydens diensbeëindiging aan hom 'n dienssertifikaat uitreik wat die naam van die werkgewer en werknemer toon, asook die aard van diens en die datum waarop dié diens begin en geëindig het.

18. REGISTER VAN PERSONE IN DIENS.

Elke werkgewer moet voor of op die 15de dag van elke maand aan die Sekretaris van die Nywerheidsraad, Posbus 6649, Johannesburg, of na die kantoor van die Raad, His Majestysgebou-Wes 501/3, Joubertstraat, Johannesburg, 'n lys van alle persone stuur wat gedurende die voorafgaande maand in diens was vir wie minimum lone in die Ooreenkoms voorgeskryf word, asook die loonskaal, beroep, datum van indiensneming en getal opvoerings per week en/of per maand deur elke sodanige werknemer gewerk.

19. UITGAWES VAN DIE RAAD.

Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 7½c per maand afrek van die lone van alle werknemers, uitgesonderd ongeskoolde arbeiders, nagwagte en los arbeiders, vir wie minimum lone in klousule 4 hiervan voorgeskryf word, en 5c per maand van ongeskoolde arbeiders, nagwagte en los arbeiders. By die bedrag aldus afgetrek moet die werkgewer 'n gelyke bedrag voeg en die totale som maand vir maand en voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 6649, of His Majestysgebou-Wes 501/3, Joubertstraat, Johannesburg, stuur.

20. LIDMAATSKAP VAN VAKVERENIGING EN ORGANISASIE.

(1) Geen werkgewer wat lid van die werkgewersorganisasie is, mag 'n werknemer vir wie minimum lone in klousule 4 hiervan voorgeskryf word (uitgesonderd ongeskoolde arbeiders, nagwagte en los arbeiders) wat nie lid van die vakvereniging is, in diens neem nie en geen lid van die vakvereniging mag by 'n werkgewer wat nie lid van die werkgewersorganisasie is, in diens gaan nie.

(2) Apart from the rights of an aggrieved person in terms of section fifty-one (10) of the Act, this clause shall not apply where membership of a party to this Agreement has in the opinion of the Council been refused without good cause, and the applicant has reported such refusal to the Council within 14 days thereof.

(3) Nothing contained in this clause shall prevent an employer from engaging and employing any person who at the time of such engagement makes and signs an application form for membership of the trade union. Such application form shall immediately be forwarded to the Secretary of the Union, and until such employer shall be advised to the contrary, shall be deemed to have been accepted in membership by the trade union.

(4) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry refused any invitation from the trade union concerned to become a member thereof, the provisions of this clause shall immediately come into operation.

21. TRADE UNION SUBSCRIPTIONS.

Every employer shall deduct from the wages of each member of the trade union in his employ the subscription and/or levies payable by him to the trade union in terms of the Union's Constitution and shall forward the total amount so deducted together with a list of employees to the Secretary of the Trade Union, P.O. Box 8752, Johannesburg, or 504 His Majesty's Buildings, West, Joubert Street, Johannesburg, not later than the 15th day of each month. The said list shall indicate the sex and race (Whites, Coloureds, Asiatics) of each member.

22. EXHIBITION OF AGREEMENT.

A legible copy of this Agreement in both official languages and in the form prescribed in the regulations under the Act shall be exhibited in a prominent place in every establishment.

23. AGENTS.

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An agent may enter any establishment and may question any employee and inspect the records of wages paid, time worked and payments made for overtime for the purpose of ascertaining whether the terms of this Agreement are being observed.

24. TRADE UNION REPRESENTATIVES ON COUNCIL.

Every employer shall give his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

25. ADMINISTRATION OF AGREEMENT.

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

26. EXEMPTIONS.

(1) The Council may grant exemptions from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate, provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted, has expired.

(3) The Secretary of the Council shall issue to every employee, or employer granted exemption a licence signed by him setting out—

- the full name of the person, and/or employer concerned;
 - the provisions of the Agreement from which exemption is granted;
 - the conditions subject to which such exemption is granted; and
 - the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
- number consecutively all licences as issued;
 - retain a copy of each licence issued, and forward a copy to the Divisional Inspector of Labour, in the area concerned;
 - where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

Signed at Johannesburg on behalf of the parties hereto on this 19th day of October, 1965.

A. H. STODEL,
Chairman of the Council.

A. E. NICHOLSON,
Vice-Chairman of the Council.

H. COHN,
Secretary of the Council.

(2) Behoudens die regte van 'n veronregte persoon kragtens artikel een-en-veertig (10) van die Wet, is hierdie klousule nie van toepassing nie in die geval waar lidmaatskap van 'n party by hierdie Ooreenkoms na die mening van die Raad sonder goeie rede geweier is en die applikant die weiering binne 14 dae daarvan aan die Raad gerapporteer het.

(3) Niks in hierdie klousule kan 'n werkgewer belet om enigiemand in diens te neem wat by sodanige indiensneming aansoek om lidmaatskap van die vakvereniging doen en 'n vorm teken. Dié aansoekvorm moet onmiddellik aan die Sekretaris van die vakvereniging gestuur word en totdat en tensy dié werkgewer andersins in kennis gestel word, word hy geag deur die vakvereniging as lid aangeneem te gewees het.

(4) Die bepalinge van hierdie klousule is nie van toepassing nie op 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika; met dien verstande dat, as 'n immigrant te eniger tyd na verloop van die eerste drie maande vanaf die datum waarop hy in die nywerheid begin werk het, geweier het om op uitnodiging van die betrokke vakvereniging, lid daarvan te word, die bepalinge van hierdie klousule onmiddellik ten opsigte van sodanige immigrant in werking tree.

21. VAKVERENIGINGLEDIGELD.

Elke werkgewer moet van die loon van elke lid van die vakvereniging in sy diens die ledigeld en/of heffings aftrek wat hy aan die vakvereniging moet betaal ingevolge die vakvereniging se konstitusie en moet die totale som aldus afgetrek, aan die Sekretaris van die Vakvereniging, Posbus 8752, Johannesburg, of His Majestysgebou-Wes 504, Joubertstraat, Johannesburg, op of voor die 15de dag van elke maand stuur. Genoemde lys moet die geslag en ras (Blankes, Kleurlinge en Asiëte) van elke lid aandui.

22. VERTONING VAN OOREENKOMS.

'n Leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf ingevolge die regulasies kragtens die Wet, moet op 'n opvallende plek in elke inrigting vertoon word.

23. AGENTE.

Die Raad kan een of meer bepaalde persone aanstel as agente om by die toepassing van hierdie Ooreenkoms behulpsaam te wees. 'n Agent kan enige inrigting betree en 'n werknemer ondervra en die aantekeninge van bepaalde lone, tyd gewerk en oortyd-betalings gedoen, inspekteer vir die doel om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word.

24. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD.

Elke werkgewer moet sy werknemers wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die Raad se werk te vervul.

25. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers menings uitvaardig wat nie met die bepalinge daarvan in stryd is nie.

26. VRYSTELLINGS.

(1) Die Raad kan om enige goeie en afdoende rede vrystelling van eenige van die bepalinge van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die termyn waarvoor die vrystelling van krag bly; met dien verstande dat die Raad na goeddunke en ná een week skriftelike kennis aan die betrokke persoon, 'n vrystellingsertifikaat kan herroep, of die termyn waarvoor vrystelling verleen was, vestryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke werknemer of werkgewer aan wie vrystelling verleen is, 'n sertifikaat deur hom geteken, uitreik, wat die volgende vermeld is:—

- die naam van die betrokke persoon, en/of werkgewer voluit;
- die bepalinge van die Ooreenkoms waarvan vrystellings verleen word;
- die voorwaardes waarop vrystellings verleen word; en
- die termyn waarvoor die vrystelling van krag bly.

(4) Die Sekretaris van die Raad moet—

- alle sertifikate wat uitgereik word, in volgorde nummer;
- van elke sertifikaat wat uitgereik word, 'n kopie hou en 'n kopie stuur aan die Afdelingsinspekteur van Arbeid in die betrokke gebied;
- as vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

Namens die partye hierby, op hede die 19de dag van Oktober 1965 onderteken.

A. H. STODEL,
Voorsitter van die Raad.

A. E. NICHOLSON,
Ondervoorsitter van die Raad.

H. COHN,
Sekretaris van die Raad.

No. R. 2037.] [24 December 1965.

WAR MEASURES ACT, 1940.

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

CINEMATOGRAPH AND THEATRE INDUSTRY.

I, ALFRED ERNEST TROLLIP, Minister of Labour, in terms of sub-regulation (1) of regulation four of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Cinematograph and Theatre Industry, published under Government Notice No. R. 2036 of the 24th December, 1965.

A. E. TROLLIP,
Minister of Labour.

No. R. 2037.] [24 Desember 1965.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAËS GEPUBLISEER BY OORLOGS-MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

BIOSKOOP- EN SKOUBURGBEDRYF.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie vier van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Bioskoop- en Skouburgbedryf wat by Goewerments-kennisgewing No. R. 2036 van 24 Desember 1965 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

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