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UNIE VAN SUID-AFRIKA

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

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

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 2254.] [11 November 1955.
INDUSTRIAL CONCILIATION ACT, 1937.

CINEMATOGRAPH AND THEATRE INDUSTRY.

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

(a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Cinematograph and Theatre Industry, shall be binding from the 1st day of December, 1955, and for the period ending the 30th day of November, 1959, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;

(b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 19 (inclusive), 22, 25 and 26 of the said Agreement shall be binding from the 1st day of December, 1955, and for the period ending the 30th day of November, 1959, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Albany, Bellville, Benoni, Bethlehem, Bloemfontein, Boksburg, Brakpan, Caledon, the Cape, Durban, East London, Germiston, Johannesburg, Kimberley, King William's Town, Klerksdorp, Kroonstad, Krugersdorp (including 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), Nigel, Oudtshoorn, Paarl, Pietermaritzburg, Port Elizabeth, Potchefstroom, Pretoria, Queenstown, Roodepoort, Simonstown, Somerset West, Springs, Stellenbosch, Uitenhage, Wellington, Worcester and Wynberg; and

(c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Albany, Bellville, Benoni, Bethlehem, Bloemfontein, Boksburg, Brakpan, Caledon, the Cape, Durban, East London, Germiston, Johannesburg, Kimberley, King William's Town, Klerksdorp, Kroonstad, Krugersdorp (including that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546

GOEWERMEMENTSKENNISGEWING.

Onderstaande Goewermementskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2254.] [11 November 1955.
NYWERHEID-VERSOENINGSWET, 1937.

BIOSKOOP- EN SKOUBURGBEDRYF.

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

(a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hierby verskyn en op die Bioskoop- en Skouburg-bedryf betrekking het, van die 1ste dag van Desember 1955 af, en vir die tydperk wat eindig op die 30ste dag van November 1959, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en die werknemers wat lede van daardie organisasie of vereniging is;

(b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in klousules 3 tot en met 19, 22, 25 en 26 van genoemde Ooreenkoms vervat, van die 1ste dag van Desember 1955 af en vir die tydperk wat op die 30ste dag van November 1959 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die magistraatsdistrikte Albanie, Bellville, Benoni, Bethlehem, Bloemfontein, Boksburg, Brakpan, Caledon, die Kaap, Durban, Oos-Londen, Germiston, Johannesburg, Kimberley, King William's Town, Klerksdorp, Kroonstad, Krugersdorp (met inbegrip van daardie gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermementskennisgewing No. 2546 van 5 Desember 1947, binne die magistraatsdistrik Krugersdorp geval het), Nigel, Oudtshoorn, Paarl, Pietermaritzburg, Port Elizabeth, Potchefstroom, Pretoria, Queenstown, Roodepoort, Simonstad, Somerset-Wes, Springs, Stellenbosch, Uitenhage, Wellington, Worcester en Wynberg; en

(c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 19, 22, 25 en 26 van genoemde Ooreenkoms, van die 1ste dag van Desember 1955 af en vir die tydperk wat op die 30ste dag van November 1959 eindig, in die magistraatsdistrikte Albanie, Bellville, Benoni, Bethlehem, Bloemfontein, Boksburg, Brakpan, Caledon, die Kaap, Durban, Oos-Londen, Germiston, Johannesburg, Kimberley,

of the 5th December, 1947, fell within the Magisterial District of Krugersdorp), Nigel, Oudtshoorn, Paarl, Pietermaritzburg, Port Elizabeth, Potchefstroom, Pretoria, Queenstown, Roodepoort, Simons-town, Somerset West, Springs, Stellenbosch, Uitenhage, Wellington, Worcester and Wynberg and from the 1st day of December, 1955, and for the period ending the 30th day of November, 1959, the provisions contained in clauses 3 to 19 (inclusive), 22, 25 and 26 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression "employee" contained in section one of the said Act.

J. DE KLERK,
Minister of Labour.

SCHEDULE.

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

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 36 of 1937, 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.

The terms of this Agreement shall be observed in the following Magisterial Districts of the Union of South Africa: Johannesburg, Germiston, Benoni, Boksburg, Brakpan, Springs, Nigel, Roodepoort, Krugersdorp, that portion of the Magisterial District of Randfontein in which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of 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, Oudtshoorn, Wellington, Caledon, Somerset West, Stellenbosch and the Cape, by all employers in the Cinematograph and Theatre Industry, who are members of the employers' association, and by all employees in the said industry, who are members of the trade union, and for whom wages are prescribed in clause 4 of this Agreement.

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 calling in the industry. Words importing the masculine gender shall include females; further unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, No. 36 of 1937;

"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 employers;

King William's Town, Klerksdorp, Kroonstad, Krugersdorp (met inbegrip van daardie gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947, binne die magistraatsdistrik Krugersdorp geval het), Nigel, Oudtshoorn, Paarl, Pietermaritzburg, Port Elizabeth, Potchefstroom, Pretoria, Queenstown, Roodepoort, Simonstad, Somerset-Wes, Springs, Stellenbosch, Uitenhage, Wellington, Worcester en Wynberg, *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde bedryf wat nie by die woordomskriving van die uitdrukking „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

BYLAE.

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

OOREENKOMS

kragtens die bepalings van die Nywerheid-versoeningswet, No. 36 van 1937, gesluit en aangegaan tussen die

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

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

South African Theatre and Cinema Employees' Union

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

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die volgende magistraatsdistrikte van die Unie van Suid-Afrika nagekom word deur alle werkgewers in die bioskoop- en skouburgbedryf wat lede is van die werkgewersvereniging en deur alle werknemers in genoemde bedryf wat lede is van die vakvereniging en vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf is: Johannesburg, Germiston, Benoni, Boksburg, Brakpan, Springs, Nigel, Roodepoort, Krugersdorp, daardie gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947, binne die magistraatsdistrik Krugersdorp geval het, Bethlehem, Klerksdorp, Kroonstad, Potchefstroom, Pretoria, Kimberley, Durban, Pietermaritzburg, Bloemfontein, Wynberg, Bellville, Simonstad, Paarl, Worcester, Oos-Londen, King William's Town, Queenstown, Port Elizabeth, Albanie, Uitenhage, Oudtshoorn, Wellington, Caledon, Somerset-Wes, Stellenbosch en die Kaap.

2. GELDIGHEIDSDUUR.

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

3. WOORDOMSKRYWINGS.

Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in hierdie Ooreenkoms gebruse word en in die Wet bepaal is, dieselfde betekenis as in die Wet en alle omskrywings wat verder hierin gebruse word, dui aan die vernaamste werksaamhede wat deur elke klas werknemer verrig word, maar omvat ook sulke ander pligte as wat deur gewoonte en gebruik in die reël by so 'n vak in die bedryf hoort. Woorde wat die manlike geslag aandui, omvat ook vrouens; verder, tensy dit strydig met die samehang is, beteken—

„Wet”, die Nywerheid-versoeningswet, No. 36 van 1937;

„kassier”, 'n persoon wat kaartjies aan skouburggangers verkoop en wat aan die bestuur verantwoording verskuldig is vir alle kaartjies wat uitgereik word;

„bioskoop- en skouburgbedryf”, of „bedryf”, die bedryf waarin—

- werkgewers en werknemers 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 -voorstellings van sodanige werkgewers plaasvind;
- die kontantontvangste vir skouburgopvoerings, -uitvoerings en -voorstellings, genoem in (a), ontvang en daarvoor beskik word deur die werkgewers genoem in (a);
- die kostuums van spelers en andere in diens van die werkgewers genoem in (a) deur die werkgewers ontwerp, gemaak, onderhou, herstel of verstel word;

- (d) 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
- (e) 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 artistes to stand by for their stage entrances;
- "cloakroom commissionaire" means a male employee in a cinema or theatre who takes charge of the gentlemen's cloakroom and/or toilet room;
- "cloakroom attendant" means a female employee in a cinema or theatre who takes charge of the ladies' cloakrooms and/or toilet rooms, and/or rest rooms, and/or cosmetic rooms;
- "cinematograph machine engineer" means a person who is responsible for the erection, maintenance and repair of cinematograph apparatus and equipment;
- "cinematograph machine engineer (learner)" means a person who is employed on the erection, maintenance and repair of cinematograph apparatus and equipment under the supervision of a cinematograph machine engineer;
- "Council" means the Industrial Council for the Cinematograph and Theatre Industry of South Africa, registered in terms of the Industrial Conciliation Act, 1937;
- "doorman or commissionaire" means a person who takes charge of the entrance door to a cinema or theatre to ensure that only authorised admissions are made during a performance, and who may also be required to be in attendance during periods other than a performance;
- "head despatcher" means an employee who is wholly or mainly engaged in clerical work, who supervises despatchers, 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 artistes 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;
- "electrician's assistant" means a person who is employed on the maintenance and servicing of electrical equipment under the supervision of an electrician;
- "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;
- "handyman" means a person other than an apprentice or labourer who is employed to assist artisans other than electricians;
- "overtime" means any time worked in excess of the ordinary hours of work prescribed in clause 9;
- "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;
- "sound engineer" means a person who is responsible for the installation, maintenance and servicing of sound equipment;
- "learner sound engineer" means a person who is employed on the installation, maintenance and servicing of sound equipment under the supervision of a sound engineer;
- "supervising commissionaire" means a person who, in addition to carrying out the duties of a doorman or commissionaire, supervises the cleaning of the cinema or theatre;
- "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;

- (d) persoonlike bediening van die publiek wat opvoerings, uitvoerings en voorstellings bywoon in die skouburg wat aan die werkgewers, genoem in (a), behoort, deur sulke werkgewers verrig word deur tussenkoms van plekaanwysers commissionaires, joggies, deurwagters en dergelike maar nie die verskaffing van verversings nie; en
- (e) skouburguitrusting en/of -toebehore, met inbegrip van advertensiemateriaal en/of projeksietoebehore, deur 'n werkgewer in voorraad gehou, verkoop of verhuur word, tesame met die verspreiding van 35 mm.-rolprentopnames vir vertoning aan die publiek en omvat die herstel van enigiets van genoemde uitrusting en/of toebehore wat deur dié werkgewers verrig word vir die doel van die in voorraad hou, verkoop en/of verhuur van sulke uitrusting en/of toebehore deur hom;
- "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;
- "kleedkamercommissionaire", 'n manlike werknemer in 'n bioskoop of teater, wat in beheer is van die herekleedkamer en/of -toiletkamer;
- "kleedkameropsigter", 'n vroulike werknemer in 'n bioskoop of skouburg wat in beheer is van die dameskleedkamers en/of -toiletkamers en/of -ruskamers en/of -grimeerkamers;
- "bioskoopmasjienhersteller", 'n persoon wat verantwoordelik is vir die onderhoud en herstel van bioskoopstoestelle en -uitrusting;
- "bioskoopmasjienhersteller (leerling)", 'n persoon in diens vir die oprigting, onderhoud en herstel van bioskoopstoestelle en -uitrusting onder die toesig van 'n bioskoopmasjienhersteller;
- "Raad", die Nywerheidsraad vir die Bioskoop- en Skouburgbedryf van Suid-Afrika, geregistreer kragtens die bepalinge van die Nywerheid-versoeningswet, 1937;
- "deurwag of commissionaire", 'n persoon in beheer van die toegang tot 'n bioskoop of skouburg, om te verseker dat slegs gemagtigde persone gedurende 'n opvoering toegelaat word; en van wie dit ook vermag kan word om op diens te wees op ander tye as tydens opvoerings;
- "hoofversender", 'n werknemer wat uitsluitlik of hoofsaaklik, klerklike werk verrig, oor versenders toesig hou, 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 by die verpakking en/of bymekaarmaak van sulke goedere, die natel van pakkies en die weeg, merk of adresseer daarvan;
- "aankleër", 'n persoon in 'n skouburg in diens vir die aanklee van artieste en om die kostuumversorgers te help met die onderhoud en versorging van die klere, kostuums en garderobe;
- "elektrisiën", 'n persoon wat in besit is van 'n elektrotegniese draadwerkerslisensie;
- "assistent-elektrisiën", 'n persoon wat onder toesig van 'n elektrisiën elektriese uitrusting onderhou en bedien;
- "hoof-vliegwerker", 'n persoon wat, behalwe dat hy die werk van 'n vliegwerker verrig, ook 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 van rolprente skoonmaak, hernu, herstel en met was bewerk;
- "leerling-rolprenthersteller", 'n persoon met minder as ses maande ondervinding van rolprente skoonmaak, hernu, herstel en met was bewerk;
- "passer en draaier", 'n persoon wat sy vakleerlingskap as 'n passer en draaier voltooi het en 'n sertifikaat te dien effekte besit;
- "handlanger", 'n persoon, uitgesonderd 'n vakleerling of arbeider, wat vakmanne, uitgesonderd elektrisiëns, moet help;
- "oortyd", enige tyd wat oor die gewone werkure in klousule 9 voorgeskryf, gewerk word;
- "joggie", 'n persoon wat die werk van 'n bode doen;
- "skouburgbenodigdhedemaker", 'n persoon wat skouburg- en toneelbenodigdhede ontwerp, maak, herstel en toesig daaroor hou;
- "plakkaatkunstenaar", iemand wat advertensie-vertoontekens en/of systerms ontwerp en/of skep en/of skilder;
- "assistent-plakkaatkunstenaar", 'n persoon wat 'n plakkaatkunstenaar help;
- "dieselfde werkgewer", ook 'n vennootskap, 'n geassosieerde of dogtermaatskappy of -firma;
- "klankingenieur", 'n persoon wat verantwoordelik is vir die installering, onderhoud en bediening van klankuitrusting;
- "leerling-klankingenieur", 'n persoon wat onder toesig van die klankingenieur klankuitrusting installeer, onderhou en bedien;
- "opsigter-commissionaire", 'n persoon wat, behalwe dat hy die werk van 'n deurwag of commissionaire verrig, ook toesig hou oor die skoonmaak van die bioskoop of skouburg;
- "hoof-toneelbaas", 'n persoon wat by toneelvoorstellings toesig ou oor die toneelbenodigdhede en hulle op hulle plek plaas;
- "toneelbaas", 'n persoon wat op aanwysing van die hoof-toneelbaas toneelbenodigdhede hanteer en op hulle plek plaas;

"charge stage hand" means a person, who, in addition to carrying out the duties of a 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 production;

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

"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 on all persons participating in the stage presentation, and who also prevents the admittance of unauthorised persons;

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

"seamstress" means a person employed in the making, repairing or altering of clothes, costumes 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;

"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 the cinema or theatre;

"usher or usherette" means a person exclusively employed for the purpose of seating the patrons in the cinema or theatre;

"usherette vendor" means a person who is mainly employed on the duties of an usherette and in addition performs other duties in a theatre or cinema, to which the public have access, during the intervals 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 poster, stills and other advertising matter;
- (f) wrapping up parcels; carrying, moving, stacking or unpacking goods;
- (g) limewashing latrines, outbuildings and similar buildings or structures;
- (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 barrow;
- (k) marking, branding, stencilling or affixing labels on boxes, bales, sacks or other containers or packages;
- (l) oiling or greasing machinery;
- (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;

"unskilled labourer, casual," means an employee engaged solely on cleaning premises on an hourly basis;

"upholsterer" means an artisan who cuts material, and/or stuffs covers, and/or makes and/or repairs seats, and/or arm-rests, 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.

"hoof-toneelhelper", '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 die ander toneelhelpers;

"toneelhelper", 'n persoon wat onder toesig van die toneelwerk-tuigkundige of hoof-toneelhelper toneeldécor en uitrusting op hulle plek plaas;

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

"toneelwerk", die werk van individue in verband met toneel-opvoerings, hetsy nodig vir bioskoopvertonings of skouburg-opvoerings;

"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, elektrisiese uitrusting hanteer wat by 'n toneelvoorstelling 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;

"voorvrou-naaister", 'n persoon wat, behalwe dat sy die werk van 'n naaister verrig, ook toesig hou oor die werk van naaisters, op aanwysing van die hoof-kostuumversorger;

"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 verwag word om op diens te bly vir nooddiens;

"décor-kunstenaar", 'n persoon wat décor ontwerp en/of skilder;

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

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

"assistent-plaatjiekunstenaar", 'n persoon wat 'n plaatjiekunstenaar help;

"hoofstoorman-verkoper", 'n persoon wat, behalwe dat hy verantwoordelik is vir die voorraad onder sy beheer, ook sodanige artikels as 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;

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

"plekaanwyser of plekaanwysster", 'n persoon wat uitsluitlik in diens is om in die bioskoop of die skouburg, bioskoop- of skouburggangers hulle plekke aan te wys;

"plekaanwysster-verkoopster", 'n persoon wat hoofsaaklik die werk van 'n plekaanwysster verrig en wat in 'n skouburg of bioskoop waartoe die publiek toegang het, daarenkens gedurende pouses by enige voorstelling ander werk verrig.

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

- (a) persele, werkswinkel, 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, beton, klip of bitumen met die hand meng en dit met hark, skopgraaf, vurk of kruitwa spreid;
- (k) kiste, bale, sakke of ander houers of pakkette merk, brandmerk, sjabloneer of etikette daaraan heg;
- (l) masjinerie 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;

"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 stoelrugge en/of armstoel en/of rusbanke maak en/of heelmak en/of tapete en/of ondervelt verwyder en/of uitle en/of insit, en/of gordyne en/of behangsel ophang;

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

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

4. WAGES.

(1) The minimum wages which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:—

	Per Month. £ s. d.	Per Week. £ s. d.
Head Despatcher.....	25 0 0	5 15 5
Despatcher—		
first 12 months of experience.....	7 10 0	1 14 7
second 12 months of experience.....	10 0 0	2 6 2
third twelve months of experience.....	13 10 0	3 2 3
fourth 12 months of experience.....	17 0 0	3 18 6
fifth 12 months of experience.....	20 0 0	4 12 3
thereafter.....	25 0 0	5 15 5
Film Repairer, experienced.....	10 0 0	2 6 2
Film Repairer, learner.....	7 10 0	1 14 7
Fitter and Turner.....	36 16 8	8 10 0
Poster Artist.....	36 16 8	8 10 0
Assistant Poster Artist.....	13 0 0	3 0 0
Head Storeman Salesman.....	30 0 0	6 18 6
Storeman salesman—		
first 12 months of experience.....	10 0 0	2 6 2
second 12 months of experience.....	12 10 0	2 17 8
third 12 months of experience.....	15 0 0	3 9 3
fourth 12 months of experience.....	17 10 0	4 0 9
fifth twelve months of experience.....	21 10 0	4 19 3
thereafter.....	25 0 0	5 15 5
Cashier (full-time).....		2 15 0
Carpenter.....		8 10 0
Cinematograph machine engineer.....		8 10 0
Learner cinematograph machine engineer—		
first 12 months of experience.....	2 0 0	
second 12 months of experience.....	2 10 0	
third 12 months of experience.....	3 10 0	
fourth 12 months of experience.....	4 10 0	
fifth 12 months of experience.....	5 10 0	
thereafter.....	8 10 0	
Electrician.....	8 10 0	
Electrician's Assistant.....	4 0 0	
Handyman.....	2 15 0	
Page.....	1 10 0	
Painter.....	8 10 0	
Property Maker.....	8 10 0	
Stage Mechanist.....	8 10 0	
Charge Hand Seamstress.....	3 10 0	
Seamstress.....	3 5 0	
Scenic Artist.....	8 10 0	
Sound engineer.....	8 10 0	
Learner Sound engineer—		
first 12 months of experience.....	2 0 0	
second 12 months of experience.....	2 10 0	
third 12 months of experience.....	3 10 0	
fourth 12 months of experience.....	4 10 0	
fifth 12 months of experience.....	5 10 0	
thereafter.....	8 10 0	
Slide Artist.....	3 10 0	
Assistant Slide Artist.....	2 10 0	
Supervising Commissionaire.....	3 10 0	
Upholsterer.....	8 10 0	
Head Wardrobe Mistress.....	8 10 0	
Wardrobe Mistress.....	4 10 0	

	Per Perfor- mance. £ s. d.
*Commissionaire or doorman.....	0 4 3
*Cloakroom attendant.....	0 3 3
*Cloakroom Commissionaire.....	0 4 3
Cashier.....	0 5 6
Call Boy.....	0 3 3
Electrician.....	0 15 0
Head Flyman.....	0 8 6
Flyman.....	0 7 6
Head Property Man.....	0 8 6
Property Man.....	0 7 6
Charge Stage Hand.....	0 8 6
Stage Hand.....	0 7 6
Charge Stage Electrician.....	0 8 6
Stage Electrician.....	0 7 6
Stage Mechanist.....	0 15 0
Stage Doorkeeper.....	0 7 6
Sound Engineer.....	0 15 0
Dresser.....	0 7 6
*Head Usher or Usherette.....	0 3 9
*Usher or usherette.....	0 3 3
*Usherette vendor.....	0 3 9
Wardrobe Mistress.....	0 8 6

* 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, and who are in receipt of the minimum wages as set out above, shall be paid 3d. extra per performance.

4. LONE.

Die minimum lone wat 'n werkgever aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is soos volg:—

	Per maand. £ s. d.	Per week. £ s. d.
Hoofversender.....	25 0 0	5 15 5
Versender—		
eerste 12 maande ondervinding.....	7 10 0	1 14 7
tweede 12 maande ondervinding.....	10 0 0	2 6 2
derde 12 maande ondervinding.....	13 10 0	3 2 3
vierde 12 maande ondervinding.....	17 0 0	3 18 6
vyfde 12 maande ondervinding.....	20 0 0	4 12 3
daarna.....	25 0 0	5 15 5
Rolprenthersteller, ervare.....	10 0 0	2 6 2
Rolprenthersteller, leerling.....	7 10 0	1 14 7
Passer en draaier.....	36 16 8	8 10 0
Plakkaatkunstenaar.....	36 16 8	8 10 0
Assistent-plakkaatkunstenaar.....	13 0 0	3 0 0
Hoofstoorman-verkoper.....	30 0 0	6 18 6
Stoorman-verkoper—		
eerste 12 maande ondervinding.....	10 0 0	2 6 2
tweede 12 maande ondervinding.....	12 10 0	2 17 8
derde 12 maande ondervinding.....	15 0 0	3 9 3
vierde 12 maande ondervinding.....	17 10 0	4 0 9
vyfde 12 maande ondervinding.....	21 10 0	4 19 3
daarna.....	25 0 0	5 15 5
Kassier, voltyds.....		2 15 0
Timmerman.....		8 10 0
Bioskoopmasjienhersteller.....		8 10 0
Leerling-bioskoopmasjienhersteller—		
eerste 12 maande ondervinding.....	2 0 0	
tweede 12 maande ondervinding.....	2 10 0	
derde 12 maande ondervinding.....	3 10 0	
vierde 12 maande ondervinding.....	4 10 0	
vyfde 12 maande ondervinding.....	5 10 0	
daarna.....	8 10 0	
Elektrisiën.....	8 10 0	
Assistent-elektrisiën.....	4 0 0	
Handlanger.....	2 15 0	
Joggie.....	1 10 0	
Skilder.....	8 10 0	
Benodigdhedemaker.....	8 10 0	
Toneelwerktuigkundige.....	8 10 0	
Voorvrou-naaister.....	3 10 0	
Naaister.....	3 5 0	
Décor-kunstenaar.....	8 10 0	
Klankingenieur.....	8 10 0	
Leerling-klankingenieur—		
eerste 12 maande ondervinding.....	2 0 0	
tweede 12 maande ondervinding.....	2 10 0	
derde 12 maande ondervinding.....	3 10 0	
vierde 12 maande ondervinding.....	4 10 0	
vyfde 12 maande ondervinding.....	5 10 0	
daarna.....	8 10 0	
Plaatjiekunstenaar.....	3 10 0	
Assistent-plaatjiekunstenaar.....	2 10 0	
Opsigter-commissionaire.....	3 10 0	
Stoffeerder.....	8 10 0	
Hoof-kostuumversorgster.....	8 10 0	
Kostuumversorgster.....	4 10 0	

	Per voor- stelling. £ s. d.
*Commissionaire of deurwag.....	0 4 3
*Kleedkameropsigter.....	0 3 3
*Kleedkamer-commissionaire.....	0 4 3
Kassier.....	0 5 6
Afroeper.....	0 3 3
Elektrisiën.....	0 15 0
Hoof-vliegwerker.....	0 8 6
Vliegwerker.....	0 7 6
Hoof-toneelbaas.....	0 8 6
Toneelbaas.....	0 7 6
Hoof-toneelhelpster.....	0 8 6
Toneelhelpster.....	0 7 6
Hoof-toneelelektrisiën.....	0 8 6
Toneelelektrisiën.....	0 7 6
Toneelwerktuigkundige.....	0 15 0
Toneeldeurwag.....	0 7 6
Klankingenieur.....	0 15 0
Aankleër.....	0 7 6
*Hoofplekaanwyser, of hoofplekaanwysster.....	0 3 9
*Plekaanwyser of -aanwysster.....	0 3 3
*Plekaanwysster-verkoopster.....	0 3 9
Kostuumversorgster.....	0 8 6

*Met dien verstande egter dat commissionaires, kleedkamer-opsigters, kleedkamer-commissionaires, deurwagte, hoof-plekaanwysers of -aanwysers, aanwysers of aanwysers, of aanwysers-verkoopsters wat minstens twee jaar diens by dieselfde werkgever voltooi het en wat die minimum loon, hierbo aangegee, ontvang, 3d. ekstra per voorstelling betaal moet word.

Unskilled Labourers—

In the Magisterial Districts of the Cape, Bloemfontein, Pretoria, Johannesburg, Durban, Pietermaritzburg, East London and Port Elizabeth.....

Per Week.
£ s. d.

1 10 0

All other areas.....

1 7 0

Per Hour.
s. d.

1 0

Unskilled Labourers—

Casual.....

1 0

(a) Persons employed otherwise than on a monthly, weekly or per performance basis, as hereinbefore provided, shall be paid the following hourly rates:—

Per Hour.
s. d.

1 4½

Cashier.....

1 1

Commissionaire or doorman.....

3 9

Electrician.....

2 1½

Head Flyman.....

1 10½

Flyman.....

2 1½

Head property man.....

1 10½

Property man.....

2 1½

Charge Stage Hand.....

1 10½

Stage Hand.....

2 1½

Charge Stage Electrix.....

1 10½

Stage electrix.....

3 9

Stage Mechanist.....

1 10½

Stage Doorkeeper.....

3 10½

Sound Engineer.....

0 10

Usher or Usherette.....

1 10½

Dresser.....

2 1½

Wardrobe Mistress.....

(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 he 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.

5. COST OF LIVING ALLOWANCE.

Each employee shall be paid at the same time as his other remuneration is paid a cost of living allowance as prescribed by War Measure No. 43 of 1942, as amended from time to time.

6. PAYMENT OF WAGES.

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

(a) In the case of weekly employees or persons employed on a "per performance" basis, same shall be paid on the Friday of each week or on termination of employment if this occurs on any day other than Friday.

(b) In the case of monthly employees, on the last working day of each month, or on termination of employment if this occurs prior to the last working day of the month.

(c) In the case of unskilled labourers—casual—and of persons employed on an hourly basis in terms of clause 4 (1) (a) hereof, on the Friday of each week, or on termination of employment if this occurs on any day other than a Friday.

(2) For the purposes of determining daily rates of pay, the monthly wage prescribed 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 commissioners and 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, and in the case where a weekly wage is prescribed and the employee is paid monthly, the weekly wage shall be multiplied by 4½ to determine the monthly 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:—

(a) With the consent, in writing, of the employee, deductions for sick, insurance, provident or pension fund.

(b) When an employee is absent from work without the permission of the employer, a *pro rata* amount may be deducted for the period of such absence.

(c) When an employer is compelled by law 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.

(d) Levies in terms of section 19 of this Agreement.

(e) Contributions to the funds of the Union in terms of clause 21 hereof.

(f) In the case of a cashier, any amount or amounts of cash shortages as provided in clause 13 hereof.

(g) In the case of an unskilled labourer who agrees to board and/or lodge with the employer, or at a place nominated by the employer, deductions not exceeding 3s. per week for board and 2s. per week for lodging.

(h) Any other deductions authorised by an employee in writing.

Ongeskoolde arbeiders—

in die magistraatsdistrikte Kaap, Bloemfontein, Pretoria, Johannesburg, Durban, Pietermaritzburg, Oos-Londen en Port Elizabeth.....

Per week.
£ s. d.

1 10 0

alle ander gebiede.....

1 7 0

Per uur.
s. d.

1 0

Ongeskoolde arbeiders—

los.....

1 0

(a) Persone wat op 'n ander manier in diens is as op 'n maandelikse of weeklikse basis of per vertoning, soos hierbo bepaal, moet teen die volgende skale besoldig word:—

Per uur.
s. d.

1 4½

Kassier.....

1 1

Commissionaire of deurwag.....

3 9

Elektrisiën.....

2 1½

Hoof-vliegwerker.....

1 10½

Vliegwerker.....

2 1½

Hoof-tonceelbaas.....

1 10½

Toncelbaas.....

2 1½

Hoof-tonceelhelper.....

1 10½

Toncelhelper.....

2 1½

Voorman-toneelelektrisiën.....

1 10½

Toneelelektrisiën.....

3 9

Toneelwerktuigkundige.....

1 10½

Tonceldeurwag.....

3 10½

Klankingenieur.....

0 10

Plekaanwyser of -aanwysster.....

1 10½

Aankleër.....

2 1½

Kostuumversorgster.....

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

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

5. LEWENSKOSTETOELAE.

Elke werknemer moet tegelyk met die betaling van sy ander besoldiging 'n lewenskostetoelae betaal word soos voorgeskryf by Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig.

6. BETALING VAN LONE.

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

(a) In die geval van werknemers by die week, of persone op 'n "per opvoering"-basis, op die Vrydag van elke week, of by beëindiging van die diens as dit op enige ander dag as Vrydag val.

(b) In die geval van werknemers by die maand, op die laaste werkdag van elke maand, of by beëindiging van die diens as dit voor die laaste werkdag van die maand val.

(c) In die geval van los ongeskoolde arbeiders en van persone in diens op 'n uurbasis ingevolge klousule 4 (1) (a) hiervan, op die Vrydag van elke week, of by verstryking van diens as dit op 'n ander dag as 'n Vrydag plaasvind.

(2) Ten einde daglone vas te stel, moet die voorgeskrywe 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 opsigster-commissionaires en van 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 en ingeval 'n weekloon voorgeskryf is en die werknemer maandeliks besoldig word, moet die weekloon, vir vasstelling van die maandloon, met 4½ vermenigvuldig word.

(3) Geen premie mag deur 'n werkgewer of namens hom vir die opleiding van 'n werknemer 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:—

(a) Met die skriftelike toestemming van die werknemer, aftrekkings vir siekte-, versekerings-, voorsorg- of pensioenfonds;

(b) 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;

(c) as 'n werkgewer kragtens wet of ordonnansie of bofgeding verplig is om vir of namens die werknemer 'n betaling te doen, kan enige bedrag aldus betaal, van die werknemer se loon afgetrek word;

(d) heffings kragtens artikel 19 van hierdie Ooreenkoms;

(e) ledigheid aan die vakverenigingsfonds kragtens artikel 21 hiervan;

(f) in die geval van 'n kassier, enige bedrag of bedrae van kassiekorte soos bepaal in klousule 13 hiervan;

(g) in die geval van 'n ongeskoolde werknemer wat toestem om van sy werkgewer of by 'n plek deur sy werkgewer aangewys, losies en/of inwoning aan te neem, aftrekkings van hoogstens 3s. per week vir losies en 2s. per week vir inwoning;

(h) enige ander aftrekking waartoe die werknemer skriftelik toegestem het.

(5) *Overtime*.—Any employee, if so requested, undertakes to work such overtime as may be required.

- (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-half (1½); provided, however, that all 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 weekly rates, be paid the following rate of pay per performance:—

Per Performance.

	s.	d.
Electrician	16	6
Sound Engineer	16	6
Stage mechanist	16	6
Charge stage electrix	8	6
Charge stage hand	8	6
Head property man	8	6
Head flyman	8	6
Wardrobe mistress	8	6
Stage electrix	7	6
Stage hand	7	6
Property man	7	6
Flyman	7	6
Call boy	3	3
Stage doorkeeper	7	6

Should any of the above-mentioned employees be required to work midnight performances (Mondays to Sundays inclusive) they shall be paid at the rate of double "per performance" rates.

- (ii) All work performed by an employee other than an unskilled labourer between the hours of midnight and 8 a.m. or on a Sunday, shall be paid for at double hourly rates or double "per performance" rates, as the case may be, except cashiers who shall be paid at the rate of 15s. per performance for midnight shows or Sunday shows.
- (iii) An unskilled labourer shall be permitted to work after midnight on any day or on a Sunday as part of his normal working hours, and any hours worked in excess of nine hours per day or in excess of the normal spreadover of hours daily shall be deemed to be overtime and shall be paid for at the rate of time and one-half.
- (iv) The provisions of this notice shall not apply to persons guarding premises.
- (v) No person under the age of 15 years shall be employed or be permitted to work in any establishment.

7. DIFFERENTIAL WAGE.

An employee who is engaged in more than one occupation at any time shall be paid during such time the rate of wage laid down for the most highly paid of the occupations in which he is employed during such time.

8. 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, the amount of overtime worked, the amount of cost of living payable, any deductions made therefrom, and such other particulars as are required in terms of section fifty-seven (1) of Act No. 36, of 1937.

9. 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 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, Tuesday, Wednesday, Thursday and Friday, with one hour break for meals.
8 a.m. to 12 noon on Saturdays.

- (b) For cashiers and employees engaged on full-time stage production, 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 eight hours in any one day; provided, however, that such eight hours may be spread over a period of 12 from the time of commencing work on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, and 13 hours on Saturdays and public holidays; provided further that no continuous period of work of any one day shall exceed six hours without a break of at least one hour.

- (c) The wage rates laid down in clause 4 (1) for employees employed per performance shall be paid in respect of each separate performance on which the employee is employed, and for the purpose of this clause a separate performance in the case of non-continuous performance shall be the period commencing within 45 minutes before

(5) *Oortyd*.—Elke werknemer moet, op versoek, die oortyd werk wat van hom vereis word—

- (i) vir alle oortyd, uitgesonderd werk wat na middernag verrig word op Maandag tot en met Saterdag of op 'n Sondag, moet betaal word teen die skaal van anderhalfmaal (1½) gewone tyd; 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 na 5 nm. of op 'n Saterdag na 12-uur middag toneelwerk te verrig, benewens hulle weekloon, teen die volgende skaal van betaling per opvoering besoldig moet word:—

Per opvoering.

	s.	d.
Elektrisiën	16	6
Klankingenieur	16	6
Toneelwerktuigkundige	16	6
Hoof-toneelelektrisiën	8	6
Hoof-toneelhelpers	8	6
Hoof-toneelbaas	8	6
Hoof-vlegwerker	8	6
Kostuumversorgster	8	6
Toneelelektrisiën	7	6
Toneelhelpers	7	6
Toneelbaas	7	6
Vliegwerker	7	6
Afroeper	3	3
Toneeldeurwag	7	6

As van enigeen van bogenoemde werknemers vereis word om gedurende middernagvoorstellings te werk (Maandag tot en met Sondag), moet hulle teen dubbel die „per opvoering“-skale betaal word.

- (ii) Vir alle werk wat deur 'n werknemer, uitgesonderd 'n ongeskoolde arbeider, tussen middernag en 8 vm. of op Sondag verrig word, moet teen dubbel die uurlone, of, na gelang van die geval, teen dubbel die „per opvoering“-skale betaal word, behalwe kassiers wat vir middernagopvoerings en Sondagvoorstellings teen die skaal van 15s. per opvoering betaal moet word.
- (iii) 'n Ongeskoolde arbeider word toegelaat om op enige dag of op Sondag na middernag te werk as deel van sy gewone werkure en enige uur wat meer as 9 per dag, of oor die normale werkdag per dag gewerk word, word as oortyd gereken en daarvoor moet betaal word teen 1½ maal die gewone skaal.
- (iv) Die bepalings van hierdie klousule is nie van toepassing op persone wat persele bewaak nie.
- (v) Niemand onder die ouderdom van 15 jaar mag in 'n inrigting in diens wees of toegelaat word om daarin te werk nie.

7. DIFFERENSIËLE LONE.

'n Werknemer wat te eniger tyd meer as een werksaamheid verrig, moet vir sulke tyd betaal word teen die loonskaal bepaal vir die hoogsbetaalde van die bedrywe wat hy gedurende die tyd verrig.

8. 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 die oortyd gewerk, die bedrag van die lewenskostetoelae betaalbaar, enige bedrae daarvan afgetrek, en sulke ander besonderhede as wat vereis kragtens artikel *sewe-en-veertig* (1) van Wet No. 36 van 1937.

9. WERKURE.

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

- (a) Vir alle werknemers (uitgesonderd kassiers, opsigter-commissionaires, ongeskoolde arbeiders en werknemers wat voltyds in diens is vir toneelvoorstellings, skouburge 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., op Maandag, Dinsdag, Woensdag, Donderdag en Vrydag met 1 uur onderbreking vir etes.

8 vm. tot 12 uur middag op Saterdag.

- (b) Vir kassiers en werknemers in voltydse diens vir toneelvoorstellings, skouburge of bioskope, wat normaalweg gedurende voorstellings of enige deel daarvan op diens is, en kassiers op diens in plekbrespekingskantore, is die gewone werkure hoogstens 44 per week of meer as 8 uur op enige dag; met dien verstande egter dat sodanige 8 uur oor 'n tydperk van 12 uur verdeel mag word van die tyd waarop die werk begin op Maandag, Dinsdag, Woensdag, Donderdag en Vrydag en 13 uur op Saterdag en openbare vakansiedae; met dien verstande egter dat geen aaneenlopende werktyd op enige dag meer as 6 uur sonder 'n onderbreking van ten minste 1 uur mag wees nie.

- (c) Die loonskaal bepaal in klousule 4 (1) vir werknemers wat per voorstelling in diens is, moet besoldig word vir elke afsonderlike voorstelling wat die werknemer in diens is en vir die doel van hierdie klousule is 'n afsonderlike voorstelling in die geval van 'n nie-aaneenlopende voorstelling die tydperk wat begin binne 45 minute voor die

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 on 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 nine hours per day to be completed within 14 hours from the time of commencing work on six days of the week.
- (e) The hours of work of a supervising commissioner shall not exceed nine hours per day to be completed within 14 hours from the time of commencing work from Friday to Thursday inclusive (excluding Sundays).
- (f) Notwithstanding anything hereinbefore contained, Electricians, 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 10s. 6d. in respect of each such period of stand-by duty; 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.

(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) All employees other than unskilled labourers, 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 17s. 6d. per day, and unskilled labourers at the rate of 3s. 6d. per day.

(4) The provisions of this clause shall not apply to persons guarding premises.

10. 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.

11. 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 £5 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 £20 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.

12. 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.

geadvertende aanvangstyd van die voorselling en eindig binne 30 minute na afloop van die voorstelling, en in die geval van aaneenlopende voorstellings die tydperk van die geadvertende aanvangstyd van elke program tot die afloop van die program; met dien verstande dat in die geval van 'n aaneenlopende voorstelling die begintyd vir die eerste voorstelling op enige dag 45 minute voor die aanvangstyd van die program mag wees en die ophoutyd vir die laaste voorstelling op sodanige dag 30 minute na afloop van die laaste program mag wees. Dit belet geen werknemer om vir meer as een voorstelling op enige dag te werk nie.

- (d) Die werkure van ongeskoolde arbeiders is hoogstens 9 uur per dag wat binne 14 uur van die begintyd van die werk op 6 dae van die week voltooi moet word.
- (e) Die werkure van 'n opsigter-commissionaire is hoogstens 9 uur per dag wat binne 14 uur van die begintyd tot die ophoutyd van die werk, van Vrydag tot en met Donderdag, voltooi moet wees (uitgesonderd Sondae).
- (f) Ondanks andersluidende bepalings hierin kan dit van elektrisiëns, klankingenieurs en hulle assistente vereis word om, en in sodanige geval moet hulle, benewens hulle normale ure hierbo uiteengesit, gereedstaandiens doen, en moet hulle 10s. 6d. ten opsigte van elke sodanige tydperk van gereedstaandiens betaal word; met dien verstande egter dat indien daar 'n onklaarraking plaasvind, en dit nodig gevind word om herstelwerk gedurende sodanige tydperk te doen, alle tyd aldus gewerk, as oortyd beskou moet word waarvoor teen oortydskale betaal moet word.

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

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

- (a) '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 afloswerk 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 afloswerk gedoen het of oorgeplaas is.
- (c) Alle werknemers, uitgesonderd ongeskoolde arbeiders op toer, wat nie daaglik na hul huis kan terugkeer nie, moet, benewens hul reisgeld, die volgende verblyfkooste aan die end van elke week betaal word eten die skaal van 17s. 6d. per dag, en ongeskoolde arbeiders teen die skaal van 3s. 6d. per dag.

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

10. REISKOSTE.

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

(b) Alle arbeiders moet van derde-klas-treinkaartjies voorsien word.

11. VERPLASINGS.

'n Werkgewer kan 'n werknemer van een inrigting na 'n ander verplaas; met dien verstande dat as die inrigting waarna 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 kennisgewing geskied moet die werkgewer die werknemer se hotel- of ander losies en inwoning betaal tot hoogstens £5 per week vir die eerste drie weke, en as sodanige oorplasing vir 'n langer tydperk as 3 weke is, moet die werkgewer die werknemer se hotel- of ander losies en inwoning betaal teen £20 per maand totdat die verplasing permanent word; en
- (c) die werkgewer moet alle bykomende uitgawes betaal wat redelik deur die werknemer en sy gesin aangegaan word as gevolg van sodanige verplasing, soos spoorste, etes en beddegoed op die trein, koste van verpakking en verhuising van meubels en huishoudelike besittings.

12. UNIFORMS.

As werkgewers van hul werknemers vereis om spesiale uniforms te dra, moet die werkgewer die uniforms kosteloos verskaf, en dit bly die werkgewer se eiendom en moet kosteloes deur die werkger 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 werkgewer vereis kan word (swart, bruin of wit), deur die werknemer self gekoop word.

13. 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 representative, the responsibility of the cashier shall cease.

14. HOLIDAY LEAVE.

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

- (a) To all employees, other than unskilled labourers, employed by the same employer for three consecutive years or more, 21 consecutive days' holiday leave on full pay.
- (b) To all other employees—14 consecutive days holiday 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-section (1) of this section 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, being not later than two months after completion of the year of employment to which it relates;
- (b) the period of such leave shall not be concurrent with sick leave granted in terms of clause 15 nor with any period during which an employee is required to undergo training under the South Africa Defence Act, 1942;
- (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 request, during the year of employment to which the period of annual leave relates;

(d) All employees shall work, if so required by the employer, on all public holidays.

- (i) All employees employed on a weekly or monthly basis shall be paid full pay for all public holidays; provided however, that such employees (other than unskilled labourers) who shall work on Christmas Day, Good Friday, Ascension Day and/or the Day of the Covenant, shall in addition be paid in respect of each hour or part of an hour so worked on these days his weekly wage divided by the number of normal hours set out for each class of employee in clause 9 hereof; provided that any hours worked in excess of such normal hours shall be paid at overtime rates.

- (ii) All persons employed on a per performance basis shall be paid double per performance rates for performances worked on Good Friday, Ascension Day, Christmas Day and Day of the Covenant.

(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 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 three months' service, upon such termination 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 14 (a) and one day's pay in the case of employees referred to in clause 14 (b), 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, be paid in respect of leave the amount referred to in sub-clauses (1) and (4).

(6) Employment shall be deemed to commence from a date one year prior to the coming into operation of this Agreement or the date on which an employee was last granted annual leave on full pay, or the date of his engagement, whichever is the later.

(7) Holiday leave shall not be accumulated nor shall the employer be allowed or required to make payment in lieu thereof.

15. SICK LEAVE.

(1) Each employee absenting himself from work due to illness shall receive eight weeks' sick leave on quarter pay in the aggregate during every twelve months of continuous employment with the same employer; provided that—

- (a) he has completed twelve months' continuous employment with the same employer;

13. 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 werkgewer of sy gemagtigde verteenwoordiger oorhandig en deur hom vir korrek aangeneem is, die aanspreeklikheid van die kassier eindig.

14. VAKANSIEVERLOF.

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

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

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

- (a) die verlof waarop 'n werknemer geregtig is kragtens sub-artikel (1) van hierdie artikel, deur die werknemer skriftelik aangevra moet word ten minste een maande voor dit verskuldig is en toegestaan moet word op 'n tyd wat die werkgewer bepaal en wat hoogstens 2 maande na die voltooiing van die jaar diens waarop dit betrekking het, mag wees;
- (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 opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, mee te maak 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;

(d) As dit van hulle deur die werkgewer verlang word, moet alle werknemers op alle openbare vakansiedae werk.

- (i) Alle werknemers in diens op 'n weeklikse of maandelikse basis moet hulle volle loon vir alle openbare vakansiedae betaal word; met dien verstande egter dat sodanige werknemers (uitgesonderd ongeskoolde arbeiders) wat op Kersdag, Goeie Vrydag, Hemelvaartsdag en/of Geloftedag moet werk, daarbenewens ten opsigte van elke uur of gedeelte van 'n uur aldus op hierdie dae gewerk, hulle weekloon betaal moet word, gedeel deur die aantal gewone ure wat vir elke klas werknemer in klousule 9 hiervan genoem word; met dien verstande dat vir enige ure gewerk bo die getal sodanige gewone ure, teen oortydskale betaal moet word.

- (ii) Alle persone in diens op 'n „per opvoering”-basis moet teen dubbel die tarief vir opvoeringskale betaal word vir opvoerings wat op Goeie Vrydag, Hemelvaartsdag, Kersdag en Geloftedag gewerk word.

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

(4) 'n Werknemer wie se dienskontrak eindig in die eerste of 'n daaropvolgende jaar diens by dieselfde werkgewer voor die verloftydperk, genoem 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 3 maande diens voltooi het, by die beëindiging daarvan in plaas van verlof besoldig word, en ten opsigte van elke voltooide maand van die tydperk van minder as 1 jaar, minstens 1½ maal die dagloon in die geval van werknemers genoem in klousule 14 (a) en 1 dag se loon in die geval van werknemers genoem in klousule 14 (b), wat hy onmiddellik voor die datum van die 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, genoem in subklousules (1) en (4), betaal word.

(6) Dit word beskou dat diens begin van 'n datum 1 jaar voor die inwerkingtrede van hierdie Ooreenkoms, of, na gelang van die jongste datum, die datum waarop 'n werknemer sy jongste jaarverlof toegestaan is, of die datum van sy indiensneming.

(7) Vakansieverlof mag nie ophoop nie en ewemin kan van die werkgewer vereis of hy toegelaat word om besoldiging in plaas daarvan te betaal.

15. SIEKTEVERLOF.

(1) Elke werknemer wat van sy werk afwesig is weens siekte, moet 8 weke siekteverlof met kwartloon altesaam gedurende elke 12 maande aaneenlopende diens by dieselfde werkgewer toegestaan word; met dien verstande dat—

- (a) hy 12 maande aaneenlopende diens by dieselfde werkgewer voltooi het;

(b) he produces at his own expense a satisfactory medical certificate in respect of his illness, issued by the employee's doctor or by a doctor to be stipulated by the employer; provided that in the latter case the cost thereof be borne by the employer; and

(c) his illness is not due to causes within his control;

(d) sick leave shall not be accumulative.

(2) Each employee who has completed 12 months' continuous employment with the same employer shall be entitled, subject to the provisions of sub-clauses (1) (b) to (8) eight $\frac{1}{4}$ day's sick pay for each completed month of employment in the incomplete year.

(3) Nothing herein contained shall affect any employee's rights to compensation for any accident in terms of the Workmen's Compensation Act, 1941, or any amendment thereof, but in the event of such compensation being payable, the employee shall not be entitled to any sick leave or quarter pay as provided in this clause.

(4) For the purposes of this clause, the expression employment shall have the same meaning as in clause 14 (6).

16. TERMINATION OF EMPLOYMENT.

An employee paid on a weekly basis and his employer shall give not less than one week's notice to terminate any contract of employment. An employee paid on a monthly basis and his employer shall give not less than one month's notice to terminate any contract of employment, and an employee employed on any other basis, and his employer shall give not less than 24 hours' notice to terminate any contract of employment; provided that this shall not affect—

(a) the rights of an employee or employer to terminate the contract of employment without notice for any good cause recognised by law as sufficient;

(b) 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 one week, one month or 24 hours, as the case may be;

and provided further, that an employer may pay to an employee wages in lieu of the prescribed 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 and the cost of living allowance of each such employee.

19. EXPENSES OF THE COUNCIL.

For the purposes of meeting the expenses of the Council, each employer shall deduct 9d. per month from the wages of all employees other than unskilled labourers, for whom minimum wages have been prescribed in clause 4 hereof. 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 Buildings West, Joubert Street, Johannesburg.

20. UNION AND ASSOCIATION MEMBERSHIP.

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

(2) This section 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 section shall not apply in respect of an immigrant during the first year after the date of his entry into the Union 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 of it, the provisions of this section shall immediately come into operation.

(b) hy ten opsigte van sy siekte op die rekening 'n bevredigende mediese sertifikaat, voorleë, uitgereik deur die werknemer se dokter, of deur 'n dokter deur die werkgewer aangewys, met dien verstande dat in laasgenoemde geval die koste daarvan deur die werkgewer gedra moet word; en

(c) sy siekte nie aan oorsake binne sy beheer te wyte is nie;

(d) siekteverlof mag nie oploop nie.

(2) Elke werknemer wat 12 maande aaneenlopende diens by dieselfde werkgewer voltooi het, is behoudens soos bepaal in subklousule (1) (b) tot (8) geregtig tot 8 kwartdae se siektebesoldiging vir elke voltooide maand diens in die onvoltooide jaar.

(3) Niks hierin vervat, raak die werknemer se reg op skadeloosstelling vir enige ongeluk kragtens die Ongevallewet, 1941, of 'n wysiging daarvan nie, maar ingeval so 'n skadeloosstelling betaalbaar is, is die werknemer nie op siekteverlof of kwartloot, in hierdie klousule voorgeskryf, geregtig nie.

(4) Vir die doel van hierdie klousule, het die uitdrukking „diens” dieselfde betekenis as in klousule 14 (6).

16. BEÏNDIGING VAN DIENSKONTRAK.

'n Werknemer wat op 'n weeklikse basis betaal word, en sy werkgewer, moet minstens een week diensopsegging gee. 'n Werknemer wat op 'n maandelikse basis betaal word, en sy werkgewer, moet minstens 1 maand diensopsegging gee en 'n werknemer wat op enige ander basis in diens is, en sy werkgewer, moet minstens 24 uur diensopsegging gee; met dien verstande dat dit nie onderstaande raak nie:—

(a) 'n Werknemer of werkgewer se reg om die dienskontrak sonder opsegging om enige goeie rede by wet as voldoende erken, te beëindig; en

(b) 'n skriftelike ooreenkoms tussen die werknemer en sy werkgewer wat voorsiening maak vir 'n termyn van diensopsegging van gelyke duur vir al twee partye en 'n gelang van die geval, vir langer as 1 week, 1 maand of 24 uur;

en voorts met dien verstande dat 'n werkgewer 'n werknemer loon kan betaal in plaas van die voorgeskrewe tydperk van diensopsegging.

17. DIENSSERTIFIKAAT.

Elke werkgewer moet op versoek van 'n werknemer by beëindiging van sy diens 'n dienssertifikaat aan hom uitreik wat die naam van die werkgewer en dié van die werknemer aantoon, die aard van die diens en die begin- en einddatum van die diens.

18. AANTEKENING OOR PERSONE IN DIENS.

Elke werkgewer moet uiters op die 15de dag van elke maand aan die Sekretaris van die Nywerheidsraad, Posbus 6649, Johannesburg, of aan die kantoor van die Raad, His Majesty's-gebou Wes 501-3, Joubertstraat, Johannesburg, 'n lys stuur van alle persone in diens gedurende die voorafgaande maand vir wie minimum lone in die Ooreenkoms voorgeskryf is en die skaal van lone, die bedryf en lewenskostoelae van elke werknemer.

19. UITGAWES VAN DIE RAAD.

Ter bestryding van die uitgawes van die Raad, moet elke werkgewer 9d. per maand aftrek van die loon van alle werknemers, uitgesonderd ongeskoolde arbeiders, vir wie minimum lone in klousule 4 hiervan voorgeskryf word. By die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale som uiters op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 6649, of His Majesty's-gebou Wes 501-3, Joubertstraat, Johannesburg, stuur.

20. LIDMAATSKAP VAN VAKVERENIGING EN ORGANISASIE.

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

(2) Hierdie artikel is 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 applicant die weiering binne 14 dae daarvan aan die Raad gerapporteer het.

(3) Niks in hierdie klousule kan 'n werkgewer belet om 'n werknemer in diens te neem en in diens te hê nie wat by indiensneming aansoek om lidmaatskap van die vakvereniging doen en 'n vorm teken. Die aansoekvorm moet onmiddellik aan die Sekretaris van die Raad opgestuur word en totaál en tensy sodanige werkgewer andersins in kennis gestel word, word dit beskou dat lidmaatskap van die vakvereniging aangeneem is.

(4) Die bepalings van hierdie artikel is nie gedurende die eerste jaar van sy binnekoms in die Unie van Suid-Afrika op 'n immigrant van toepassing nie; met dien verstande dat as die immigrant te eniger tyd na die eerste 3 maande van die begin van sy werk in die nywerheid geweier het om op versoek van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie artikel onmiddellik van krag word.

21. UNION SUBSCRIPTION.

Every employer shall deduct from the wages of each member of the trade union in his employ the subscription 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.

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 record 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. UNION REPRESENTATIVES ON COUNCIL.

Every employer shall give to 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 deem 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 person granted exemption a licence signed by him setting out—

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

(4) The Secretary of the Council shall—

- (a) number consecutively all licences as issued;
- (b) retain a copy of each licence issued, and forward a copy to the Divisional Inspector of labour in the area concerned;
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

Signed at Johannesburg, this 22nd day of September, 1955, on behalf of the parties hereto.

A. GOLDSTONE,
Acting Chairman of the Council.
R. J. GEE,
Acting Vice-Chairman of the Council.
J. A. PERL,
Secretary of the Council.

21. VAKVERENIGINGLEDIGELD.

Elke werkgever moet van die loon van elke lid van die vakvereniging in sy diens die lededgeld aftrek wat hy aan die vakvereniging moet betaal kragtens die vakvereniging se konstitusie en moet die totale bedrag aldus afgetrek aan die Sekretaris van die Vakvereniging, Posbus 8752, Johannesburg, of His Majesty's gebou-Wes 504, Joubertstraat, Johannesburg, uiters die 15de dag van elke maand stuur.

22. VERTONING VAN OOREENKOMS.

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

23. AGENTE.

Die Raad kan sewe 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 aantekening van betaalde lone, tyd gewerk en oortydbetalings gedoen, inspekteer vir die doel om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word.

24. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Elke werkgever moet sy werknemers wat verteenwoordigers op die Raad is alle redelike fasiliteite verleen om hulle 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 strydig is nie.

26. VRYSTELLINGS.

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

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

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat deur hom geteken uitreik, wat vermeld—

- (a) die naam van die betrokke persoon voluit;
- (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop vrystelling verleen word; en
- (d) die termyn waarvoor die vrystelling van krag bly.

(4) Die Sekretaris van die Raad moet—

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

Namens die partye hierby, op hede, die 22ste dag van September 1955, in Johannesburg onderteken.

A. GOLDSTONE,
Waarnemende Voorster van die Raad.
R. J. GEE,
Waarnemende Ondervoorsitter van die Raad.
J. A. PERL,
Sekretaris van die Raad.

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