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GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 1049.]

[15 Julie 1960.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.

BIOSKOOP- EN SKOUBURGBEDRYF.

Namens die Minister van Arbeid verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheids-
versoening, 1956, soos gewysig, dat al die bepalings
van die Ooreenkoms wat in die Bylae hiervan ver-
skyn en op die Bioskoop- en Skouburgbedryf
betrekking het, vanaf die tweede Maandag na die
datum van publikasie van hierdie kennisgewing vir
'n tydperk van 4 jaar bindend is vir die werk-
gewersorganisasie en vakvereniging wat genoemde
Ooreenkoms aangegaan het en vir die werkgewers
en werknemers wat lede van daardie organisasie of
daardie vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) 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, vanaf die
tweede Maandag na die datum van publikasie van
hierdie kennisgewing vir 'n tydperk van 4 jaar
bindend is vir alle ander werkgewers en werk-
nemers as dié vermeld in paragraaf (a) van hierdie
kennisgewing, wat betrokke is by of in diens is in
genoemde Nywerheid in die landdrostdistrikte
Albany, Bellville, Benoni, Bethlehem, Bloemfont-
tein, Boksburg, Brakpan, Caledon, die Kaap,
Durban, Oos-Londen, Germiston, Johannesburg,
Kempton Park, Kimberley, King William's Town,
Kirkwood, Klerksdorp, Kroonstad, Krugersdorp
(met inbegrip van dié gedeelte van die landdrost-
distrik Randfontein wat voor die publikasie van
Goewermentskennisgewing No. 2546 van 5
Desember 1947 binne die landdrostdistrik Krugers-
dorp geval het), Nigel, Oudtshoorn, Paarl, Pieter-
maritzburg, Port Elizabeth, Potchefstroom,
Pretoria, Queenstown, Roodepoort, Simonstad,
Somerset-Wes, Springs, Stellenbosch, Uitenhage,
Wellington, Worcester en Wynberg; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel
agt-en-veertig van genoemde Wet dat die bepalings
vervat in klousules 3 tot en met 6 (4) (d), 6 (4) (f)
tot en met 19, 22, 25 en 26 van genoemde Ooreen-
koms, vanaf die tweede Maandag na die datum
van publikasie van hierdie kennisgewing vir 'n tyd-
perk van 4 jaar in die landdrostdistrikte Albany,
Bellville, Benoni, Bethlehem, Bloemfontein, Boks-
burg, Brakpan, Caledon, die Kaap, Durban,
Oos-Londen, Germiston, Johannesburg, Kempton
Park, Kimberley, King William's Town, Kirkwood,
Klerksdorp, Kroonstad, Krugersdorp (met inbegrip

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 1049.]

[15 July 1960.

INDUSTRIAL CONCILIATION ACT, 1956,
AS AMENDED.

CINEMATOGRAPH AND THEATRE INDUSTRY.

On behalf of the Minister of Labour, I, MARAIS VILJOEN,
Deputy-Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of
section *forty-eight* of the Industrial Conciliation
Act, 1956, as amended, declare that all the provi-
sions of the Agreement which appears in the
Schedule hereto and which relates to the Cinemato-
graph and Theatre Industry, shall be binding from
the second Monday after the date of publication of
this notice for a period of 4 years 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 paragraph (b) of sub-section (1) 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 second Monday after the date
of publication of this notice for a period of 4 years
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, Bellville, Benoni,
Bethlehem, Bloemfontein, Boksburg, Brakpan,
Caledon, the Cape, Durban, East London,
Germiston, Johannesburg, Kempton Park, Kimber-
ley, King William's Town, Kirkwood, 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 Magis-
terial District of Krugersdorp), Nigel, Oudtshoorn,
Paarl, Pietermaritzburg, Port Elizabeth, Potchef-
stroom, Pretoria, Queenstown, Roodepoort, Simons-
town, Somerset West, Springs, Stellenbosch, Uiten-
hage, Wellington, Worcester and Wynberg; 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, Bellville,
Benoni, Bethlehem, Bloemfontein, Boksburg,
Brakpan, Caledon, the Cape, Durban, East London,
Germiston, Johannesburg, Kempton Park, Kimber-
ley, King William's Town, Kirkwood, 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 Magis-
terial District of Krugersdorp), Nigel, Oudtshoorn,

van dié gedeelte van die landdrostdistrik Randfontein wat voor die publikasie van Goewermentskennissgewing No. 2546 van 5 Desember 1947, binne die landdrostdistrik 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* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

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

OOREENKOMS

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

die Werkgewersvereniging van die Bioskoop- en Skouburg-nywerheid van Suid-Afrika

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

die Suid-Afrikaanse Skouburg- en Bioskoopwerkgewersvereniging (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 EN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die volgende landdrostdistrikte van die Unie van Suid-Afrika nagekom word: Johannesburg, Kempton Park, Germiston, Benoni, Boksburg, Brakpan, Springs, Nigel, Roodepoort, Krugersdorp (met inbegrip van dié gedeelte van die landdrostdistrik Randfontein wat voor die publikasie van Goewermentskennissgewing No. 2546 van 5 Desember 1947, binne die landdrostdistrik 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, Albany, Uitenhage, Kirkwood, Oudtshoorn, Wellington, Caledon, Somerset-Wes, Stellenbosch en die Kaap, deur alle werkgewers in die Bioskoop- en Skouburgnywerheid wat lede van die werkgewersorganisasie is en deur alle werknemers in genoemde Nywerheid wat lede van die vakvereniging is en vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf is.

2. GELDIGHEIDSDUUR.

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

3. WOORDOMSKRYWINGS.

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

„Wet”, die Wet op Nywerheidsversoening, 1956, soos gewysig;

„Gebied A”, die landdrostdistrikte Kaapstad, Wynberg, Durban, Johannesburg, Pretoria en Port Elizabeth;

„Gebied B”, die landdrostdistrikte Benoni, Boksburg, Brakpan, Kempton Park, Oos-Londen, Germiston, Krugersdorp, Pietermaritzburg, Roodepoort, Springs, Bloemfontein, Kimberley, Bellville en dié gedeelte van die landdrostdistrik Randfontein wat voor die publikasie van Goewermentskennissgewing No. 2546 van 5 Desember 1947 binne die landdrostdistrik Krugersdorp geval het;

„Gebied C”, die landdrostdistrikte Nigel, Paarl, Kroonstad, Klerksdorp, Potchefstroom, Queenstown, Somerset-Wes, Stellenbosch, Uitenhage, Kirkwood, Wellington, Worcester, Simonstad, Albany, Bethlehem, Caledon, King William's Town en Oudtshoorn;

Paarl, Pietermaritzburg, Port Elizabeth, Potchefstroom, Pretoria, Queenstown, Roodepoort, Simons-town, Somerset West, Springs, Stellenbosch, Uitenhage, Wellington, Worcester and Wynberg, from the second Monday after the date of publication of this notice for a period of 4 years, the provisions contained in clauses 3 to 6 (4) (d) (inclusive), 6 (4) (f) to 19 (inclusive), 22, 25 and 26 of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

THE INDUSTRIAL COUNCIL OF THE CINEMATOGRAF 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.

The terms of this Agreement shall be observed in the following Magisterial Districts of the Union of South Africa: Johannesburg, Kempton Park, Germiston, Benoni, Boksburg, Brakpan, Springs, Nigel, Roodepoort, Krugersdorp (including 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, Kirkwood, Oudtshoorn, Wellington, Caledon, Somerset West, Stellenbosch, and the Cape, by all employers in the Cinematograph and Theatre Industry, who are members of the employers' organisation 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, 1956, as amended;

“Area ‘A’” shall be deemed to be the Magisterial Districts of Cape Town, Wynberg, Durban, Johannesburg, Pretoria and Port Elizabeth;

“Area ‘B’” shall be deemed to be the Magisterial Districts of Benoni, Boksburg, Brakpan, Kempton Park, East London, Germiston, Krugersdorp, Pietermaritzburg, Roodepoort, Springs, Bloemfontein, Kimberley, Bellville 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;

“Area ‘C’” shall be deemed to be the Magisterial Districts of Nigel, Paarl, Kroonstad, Klerksdorp, Potchefstroom, Queenstown, Somerset West, Stellenbosch, Uitenhage, Kirkwood, Wellington, Worcester, Simonstown, Albany, Bethlehem, Caledon, King William's Town and Oudtshoorn;

„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—

- (a) 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 -voorstellings van sodanige werkgewers plaasvind;
- (b) die kontantontvangste vir skouburgopvoerings, -uitvoerings en -voorstellings, genoem in (a), ontvang en daarvoor beskik word deur die werkgewers genoem in (a);
- (c) 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) persoonlike bediening van die publiek wat opvoerings, uitvoerings en voorstellings bywoon in die skouburge 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.-rolprent-opnames vir vertoning aan die publiek, en omvat die herstel van enigiets van genoemde uitrusting en/of toebehore wat deur die 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 bioskoop toestelle en -uitrusting;

„bioskoopmasjienhersteller (leerling)”, ’n persoon in diens vir die oprigting, onderhoud en herstel van bioskoop toestelle en -uitrusting onder die toesig van ’n bioskoopmasjienhersteller.

„Raad”, die Nywerheidsraad vir die Bioskoop- en Skouburgbedryf van Suid-Afrika, geregistreer kragtens die bepalings van die Wet op Nywerheidsversoening, 1956;

„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 verwag kan word om op diens te wees op andertye 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 toegang 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 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;

„assistent-elektrisiën”, ’n persoon wat onder toesig van ’n elektrisiën elektriese uitrusting onderhou en bedien;

„noodversiening” enige 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 inrybiðskope;

„hoofvliegwerker”, ’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, hernieu, herstel en met was bewerk;

„leerlingrolprenthersteller”, ’n persoon met minder as ses maande ondervinding van rolprente skoonmaak, hernieu, 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 of wat ’n bekwaamheidsertifikaat besit wat deur die Registrateur van Vakleerlinge ingevolge artikel ses van die Wet op Opleiding van Vakmanne, 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;

„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—

- (a) 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;
- (b) the cash taking of theatrical productions, performances and exhibitions referred to in (a) are received and dealt with by employers referred to in (a);
- (c) the costumes or performers and others employed by employers referred to in (a) are designed, made, maintained, repaired, or altered by such employers;
- (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 artists to stand by for their stage entrances;

„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 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, 1956, as amended;

„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;

„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 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;

„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

handlanger", 'n persoon, uitgesonderd 'n bioskoopmasjienhersteller 'n klankingenieur, 'n passer en draaier, 'n stoffeerder, 'n elektrisiën of 'n arbeider wat klein herstellwerkies of verstelings aan bioskoopstoel en -uitrusting verrig en wat kleiner herstellwerk of opknappingswerk aan geboue en vaste toebehoere en uitrusting daarin, kan verrig;

militêre opleiding", ononderbroke opleiding wat 'n werknemer verplig is om ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, te ondergaan maar omvat nie enige opleiding wat hy mag verkies om kragtens artikel drie-en-twintig van genoemde Wet te ondergaan nie, of enige ander opleiding of diens wat hy vrywillig ondergaan of verkies om te ondergaan nie;

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 advertensievertontekens en/of syskemas ontwerp en/of skep en/of skilder;

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

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

klankingeniër", 'n persoon wat verantwoordelik is vir die installering, onderhoud en bediening van klankuitrusting;

leerlingklankingeniër", 'n persoon wat onder toesig van die klankingeniër klankuitrusting installeer, onderhou en bedien;

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

hoof-toneelbaas", 'n persoon wat by toneelvoorstellings toesig hou oor die toneelbenodigdhede en hulle op hulle plek plaas en onderhou;

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

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

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

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 persone in verband met toneelopvoerings, hetsy nodig vir bioskoopvoortonings of skouburg-opvoerings;

voormantoneelelektrisiën", '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 voormantoneelelektrisiën, elektrisiese 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 hoofkostuumversorger;

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;

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;

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 werk verrig;

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 engineer, a 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;

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

"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 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 an/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;

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

"stage electrician" means a person who, under the direction of the electrician or charge stage electrician, 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 a 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 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 duties in an establishment, to which the public have access, during the period of any performance;

„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, beton, 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 drank 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 opstop en/of sitplekke en/of armleunings en/of stoelrugge 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.

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

	Per maand. £ s. d.	Per week. £ s. d.
Hoofversender.....	27 10 0	6 7 0
Versender—		
eerste 12 maande ondervinding.....	7 15 0	1 15 9
tweede 12 maande ondervinding.....	10 10 0	2 8 6
derde 12 maande ondervinding.....	14 5 0	3 5 9
vierde 12 maande ondervinding.....	18 0 0	4 3 0
daarna.....	27 10 0	6 7 0
Rolprenthersteller, ervare.....	10 10 0	2 8 6
Rolprenthersteller, leerling.....	7 15 0	1 15 9
Passer en draaier.....	36 16 9	8 10 0
Plakkaatkunstenaar.....	36 16 9	8 10 0
Assistent-plakkaatkunstenaar.....	13 0 0	3 0 0
Hoofstoomman-verkoper.....	33 0 0	7 12 3
Stoomman-verkoper—		
eerste 12 maande ondervinding.....	10 10 0	2 8 6
tweede 12 maande ondervinding.....	13 2 6	3 0 6
derde 12 maande ondervinding.....	15 15 0	3 12 9
vierde 12 maande ondervinding.....	18 10 0	4 5 6
daarna.....	27 10 0	6 7 0
Kassier, voltyds.....	3 0 0	3 0 0
Bioskoopmasjienhersteller.....	8 15 0	8 15 0
Leerlingbioskoopmasjienhersteller—		
eerste 12 maande ondervinding.....	2 2 0	2 2 0
tweede 12 maande ondervinding.....	2 12 6	2 12 6
derde 12 maande ondervinding.....	3 13 0	3 13 0
vierde 12 maande ondervinding.....	4 13 6	4 13 6
vyfde 12 maande ondervinding.....	5 14 0	5 14 0
daarna.....	8 15 0	8 15 0
Elektrisiën.....	8 10 0	8 10 0
Assistent-elektrisiën.....	4 0 0	4 0 0
Handlanger.....	3 0 0	3 0 0
Joggie.....	1 10 0	1 10 0
Benodigdhedemaker.....	8 10 0	8 10 0
Toneelwerktuigkundige.....	8 10 0	8 10 0
Voorvrouaaiester.....	3 10 0	3 10 0
Naaister.....	3 5 0	3 5 0
Décorkunstenaar.....	8 10 0	8 10 0
Klankingenieur.....	8 15 0	8 15 0
Leerlingklankingenieur—		
eerste 12 maande ondervinding.....	2 2 0	2 2 0
tweede 12 maande ondervinding.....	2 12 6	2 12 6
derde 12 maande ondervinding.....	3 13 0	3 13 0
vierde 12 maande ondervinding.....	4 13 6	4 13 6
vyfde 12 maande ondervinding.....	5 14 0	5 14 0
daarna.....	8 15 0	8 15 0
Plaatjiekunstenaar.....	3 10 0	3 10 0
Assistent-plaatjiekunstenaar.....	2 10 0	2 10 0
Opsigter-commissionaire.....	3 12 6	3 12 6
Stoffeerder.....	8 10 0	8 10 0
Hoofkostuumversorgster.....	8 10 0	8 10 0
Kostuumversorgster.....	4 10 0	4 10 0

“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 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 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;

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

“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.

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.....	27 10 0	6 7 0
Despatcher—		
first 12 months of experience.....	7 15 0	1 15 9
second 12 months of experience.....	10 10 0	2 8 6
third 12 months of experience.....	14 5 0	3 5 9
fourth 12 months of experience.....	18 0 0	4 3 0
thereafter.....	27 10 0	6 7 0
Film repairer, experienced.....	10 10 0	2 8 6
Film repairer, learner.....	7 15 0	1 15 9
Fitter and turner.....	36 16 9	8 10 0
Poster artist.....	36 16 9	8 10 0
Assistant poster artist.....	13 0 0	3 0 0
Head storeman salesman.....	33 0 0	7 12 3
Storeman salesman—		
first 12 months of experience.....	10 10 0	2 8 6
second 12 months of experience.....	13 2 6	3 0 6
third 12 months of experience.....	15 15 0	3 12 9
fourth 12 months of experience.....	18 10 0	4 5 6
thereafter.....	27 10 0	6 7 0
Cashier (full time).....	3 0 0	3 0 0
Cinematograph machine engineer.....	8 15 0	8 15 0
Learner cinematograph machine engineer—		
first 12 months of experience.....	2 2 0	2 2 0
second 12 months of experience.....	2 12 6	2 12 6
third 12 months of experience.....	3 13 0	3 13 0
fourth 12 months of experience.....	4 13 6	4 13 6
fifth 12 months of experience.....	5 14 0	5 14 0
thereafter.....	8 15 0	8 15 0
Electrician.....	8 10 0	8 10 0
Electrician's assistant.....	4 0 0	4 0 0
Handyman.....	3 0 0	3 0 0
Page.....	1 10 0	1 10 0
Property maker.....	8 10 0	8 10 0
Stage mechanist.....	8 10 0	8 10 0
Charge hand seamstress.....	3 10 0	3 10 0
Seamstress.....	3 5 0	3 5 0
Scenic artist.....	8 10 0	8 10 0
Sound engineer.....	8 15 0	8 15 0
Learner sound engineer—		
first 12 months of experience.....	2 2 0	2 2 0
second 12 months of experience.....	2 12 6	2 12 6
third 12 months of experience.....	3 13 0	3 13 0
fourth 12 months of experience.....	4 13 6	4 13 6
fifth 12 months of experience.....	5 14 0	5 14 0
thereafter.....	8 15 0	8 15 0
Slide artist.....	3 10 0	3 10 0
Assistant slide artist.....	2 10 0	2 10 0
Supervising commissionaire.....	3 12 6	3 12 6
Upholsterer.....	8 10 0	8 10 0
Head wardrobe mistress.....	8 10 0	8 10 0
Wardrobe mistress.....	4 10 0	4 10 0

	Per voor- stelling.
	£ s. d.
*Commissionaire of deurwag.....	0 4 6
*Kleedkameropsigter.....	0 3 6
*Kleedkamercommissionaire.....	0 4 6
Kassier.....	0 6 0
Afroeper.....	0 3 3
Elektrisiën.....	0 15 0
Hoofvliegwerker.....	0 8 6
Vliegwerker.....	0 7 6
Hooftonseelbaas.....	0 8 6
Toneelbaas.....	0 7 6
Hooftonseelhelpers.....	0 8 6
Toneelhelpers.....	0 7 6
Hooftonselelektrisiën.....	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 4 0
*Plekaanwyser of -aanwysster.....	0 3 6
*Plekaanwysster-verkoopster.....	0 4 0
Kostuumversorgster.....	0 8 6

	Per week.
	£ s. d.
Ongeskoolde arbeiders—	
Gebied A:	
Man.....	1 15 0
Vrou.....	1 10 0
Gebied B:	
Man.....	1 12 6
Vrou.....	1 10 0
Gebied C:	
Man.....	1 10 0
Vrou.....	1 10 0

	Per uur. s. d.
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 uurskale besoldig word:—

	Per uur. s. d.
Kassier.....	1 6
Commissionaire of deurwag.....	1 3
Elektrisiën.....	3 9
Hoofvliegwerker.....	2 3
Vliegwerker.....	2 0
Hooftonseelbaas.....	2 3
Toneelbaas.....	2 0
Hooftonseelhelpers.....	2 3
Toneelhelpers.....	2 0
Voorman-toneelelektrisiën.....	2 3
Toneelelektrisiën.....	2 0
Toneelwerktuigkundige.....	3 9
Toneeldeurwag.....	2 0
Klankingenieur.....	4 0
Plekaanwyser of -aanwysster.....	1 0
Aankleër.....	2 0
Kostuumversorgster.....	2 3

(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 of daarna 'n hoër loon 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.

(i) 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.

(ii) Alle persone wat op 'n „per opvoering”-grondslag betaal word en van wie vereis word om op Goeie Vrydag, Hemelvaartsdag, Kersdag en Geloftedag te werk, moet 'n bruto *ex gratia*-betaling van 1s. 10d. vir elke sodanige dag ontvang.

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”-grondslag, op die Vrydag van elke week, of by beëindiging van die diens as dit op enige ander dag as Vrydag val.

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

	Per Per- formance.
	£ s. d.
*Commissionaire or doorman.....	0 4 6
*Cloakroom attendant.....	0 3 6
*Cloakroom commissionaire.....	0 4 6
Cashier.....	0 6 0
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 electrix.....	0 8 6
Stage electrix.....	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 4 0
*Usher or usherette.....	0 3 6
*Usherette vendor.....	0 4 0
Wardrobe mistress.....	0 8 6

	Per Week.
	£ s. d.
Unskilled labourers:—	
Area "A"—	
Male.....	1 15 0
Female.....	1 10 0
Area "B"—	
Male.....	1 12 6
Female.....	1 10 0
Area "C"—	
Male.....	1 10 0
Female.....	1 10 0

	Per Hour. s. d.
Unskilled labourers—	
casual.....	1 0

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

	Per Hour. s. d.
Cashier.....	1 6
Commissionaire or doorman.....	1 3
Electrician.....	3 9
Head flyman.....	2 3
Flyman.....	2 0
Head property man.....	2 3
Property man.....	2 0
Charge stage hand.....	2 3
Stage hand.....	2 0
Charge stage electrix.....	2 3
Stage electrix.....	2 0
Stage mechanist.....	3 9
Stage doorkeeper.....	2 0
Sound engineer.....	4 0
Usher or usherette.....	1 0
Dresser.....	2 0
Wardrobe mistress.....	2 3

(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.

(i) 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.

(ii) All persons employed on a "per performance" basis, who are not called upon to work on Good Friday, Ascension Day, Christmas Day and the Day of the Covenant, shall receive an *ex gratia* gross payment of 1s. 10d. for each such day.

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 employee 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.

*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.

- (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 geskied.
- (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 voorgeskrewe 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 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 werkgever 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 pensioenfondse;
- (b) as 'n werknemer sonder die werkgever se toestemming van die werk afwesig is, mag 'n *pro rata* bedrag vir die tydperk van die afwesigheid afgetrek word;
- (c) as 'n werkgever ingevolge wet of ordonnansie of hofgeding 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 ingevolge artikel 19 van hierdie Ooreenkomst;
- (e) ledegeld aan die vakverenigingsfonds ingevolge artikel 21 hiervan;
- (f) in die geval van 'n kassier, enige bedrag of bedrae van kastekorte soos bepaal in klousule 13 hiervan;
- (g) in die geval van 'n ongeskoolde werknemer wat toestem om van sy werkgever of by 'n plek deur sy werkgever aangewys, etes en/of huisvesting aan te neem, aftrekkings van hoogstens 3s. per week vir etes en 2s. per week vir huisvesting;
- (h) enige ander aftrekking waartoe die werknemer skriftelik toegestem het, uitgesonderd bydraes aan enige ongeregiſtreerde 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 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.....	17 0
Toneelwerktuigkundige.....	16 6
Hoofstonelektisiën.....	8 6
Hoofstoneelhelpers.....	8 6
Hoofstoneelbaas.....	8 6
Hoofvliegwerker.....	8 6
Kostuumversorgster.....	8 6
Toneelektisiën.....	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 17s. 6d. 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 bepaling van hierdie klousule is nie van toepassing op persone wat persele bewaak nie.
- (v) Niemand onder die ouderdom van 16 jaar mag in 'n bedryfsinrigting in diens wees of toegelaat word om daarin te werk nie.

- (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 funds.
- (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, 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.
- (d) Levies in terms of section 19 of this Agreement.
- (e) Contributions to the fund 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 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-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 rates of pay per performance:—

	Per Performance. s. d.
Electrician.....	16 6
Sound engineer.....	17 0
Stage mechanist.....	16 6
Charge stage electrician.....	8 6
Charge stage hand.....	8 6
Head property man.....	8 6
Head flyman.....	8 6
Wardrobe mistress.....	8 6
Stage electrician.....	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 (Monday to Sunday 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 17s. 6d. 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 16 years shall be employed or be permitted to work in any establishment.

7. DIFFERENSIËLE LOON.

'n Werkgewer wat van 'n werknemer wat op 'n „per opvoering“-grondslag betaal word, vereis of hom toelaat om vir langer as 'n uur gedurende enige opvoering werk te verrig van 'n ander soort as 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 betrekking waarin hy aldus in diens is.

'n Werkgewer 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 betrekking waarin hy aldus in diens is.

8. TYD- EN LOONREGISTER.

Elke werkgewer 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 daags 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 word ingevolge artikel *sewe-en-veertig* (1) van die Wet op Nywerheidsversoenig, 1956, soos gewysig.

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 voltids in diens is vir toneelvoorstellings, 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 vm., 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 voltidse diens vir toneelvoorstellings, skouburges of bioskope, wat normaalweg gedurende voorstellings of enige deel daarvan op diens is, en kassiers op diens in plekbeprekkingskantore, 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 minstens 1 uur mag wees nie.

- (c) „Per opvoering“-werknemers. „Opvoering“ in die geval van nie-aaneenlopende opvoerings, 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 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 enige bepalinge vooraf hierin vervat, kan dit van elektrisiëns, klankingenieurs en hulle assistente vereis word om, en in sodanige geval moet hulle, benewens hulle gewone ure hierbo uiteengesit, gereedstaandiens doen, en moet hulle 13s. 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 klop nie, sy nie op oortydbesoldiging 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) '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.

7. DIFFERENTIAL WAGE.

An employer who requires or permits an employee paid on a per performance basis to perform for more than one hour during any performance 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.

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.

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 the Industrial Conciliation Act, 1956, as amended.

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 in any one day shall exceed six hours without a break of at least one hour.

- (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 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 commissionaire 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 13s. 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) '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 daagliks na hul huis kan terugkeer nie, moet, benewens hul reisgeld, die volgende verblyfkooste aan die end van elke week betaal word teen die skaal van £1. 5s per dag, en ongeskoolde arbeiders teen die skaal van 5s. 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 eersteklastreinkaartjies voorsien word.
- (b) Alle arbeiders moet van derdeklastreinkaartjies 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 etes en huisvesting betaal tot hoogstens £6. 6s 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 etes en huisvesting betaal teen £25 per maand totdat die verplasing permanent word.
- (c) Die werkgewer moet alle bykomende uitgawes betaal wat redelik deur die werknemer en sy gesin aangegaan word as gevolg van sodanige verplasing, soos spoorwagkooste, etes en beddegoed op die trein, kooste 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 kosteloos deur die werkgewer 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. KASSIER SE AANSPREKLIKHEID.

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 elke 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 subklousule (1) van hierdie klousule, deur die werknemer skriftelik aangevra moet word ten minste een maand 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 militêre opleiding 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;

- (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 £1. 5s. per day, and unskilled labourers at the rate of 5s. per day.
- (4) The provisions of this clause shall not apply to persons guarding premises.

10. TRAVELING.

- (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 £6. 6s. 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 £25 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.

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 representatives, 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 an unskilled labourer, employed by the same employer for three consecutive years or more, 21 consecutive day's holiday leave on full pay.
- (b) To any 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-clause (1) of this clause 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 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 military training;
- (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) 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 getal 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” grondslag 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, uitgesonderd as dit geskied vanweë die werknemer se dros, in die eerste of 'n daaropvolgende jaar diens by dieselfde werkgewer voor die verloftydperk, genoem in subklousule (1), opgeloopt het, moes 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 voltooiende maand van die tydperk van minder as 1 jaar, minstens 1½ maal die dagloon in die geval van werknemers genoem in klousule 14 (1) (a) en 1 dag se loon in die geval van werknemers genoem in klousule 14 (1) (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) 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 en 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—

wat in enige jaar altesaam hoogstens tien weke bedra vir werknemers in subklousule 1 (b) hiervan genoem en vir hoogstens 11 weke vir alle ander werknemers, ten opsigte van items (a), (b) en (c), plus die tydperk van enige militêre opleiding wat in dié jaar ondergaan word, en dit word geag dat diens soos volg begin:—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof geregtig geword het ingevolge enige wet, vanaf die datum waarop sodanige werknemer laaste op sodanige verlof ingevolge sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor 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 op die inwerking-tredingsdatum van hierdie Ooreenkoms, na gelang van 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.

15. SIEKTEVERLOF.

(1) 'n Werkgewer moet aan sy werknemer wat 12 maande ononderbroke diens by hom voltooi het en wat van sy werk afwesig is weens ongeskiktheid, altesaam 48 werkdag siekteverlof gedurende elke kringloop van 12 opeenvolgende maande diens by hom, toestaan, en moet aan sodanige werknemer ten opsigte van afwesigheid ingevolge hiervan minstens 'n kwart van die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande dat—

- (a) 'n werknemer op hoogstens agt ½ dae se loon geregtig is ten opsigte van elke voltooiende maand diens;
- (b) as 'n voorafbepaalde voorwaarde tot die betaling deur hom van enige bedrag wat 'n werknemer kragtens hierdie klousule eis, kan 'n werkgewer van die werknemer vereis om op sy eie onkoste 'n sertifikaat in te dien wat deur 'n mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig; voorts met dien verstande dat die werknemer sy eie mediese praktisyn mag kies, wanneer sodanige onkoste deur die werknemer gedra moet word;
- (c) siekteverlof nie mag ophoop nie.

(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 over-time 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 the 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, 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 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 (1) (a) and one day's pay in the case of employees referred to in clause 14 (1) (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) 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;

amounting in the aggregate in any year to not more than ten weeks for employees referred to in sub-clause (1) (b) hereof, and for not more than 11 weeks for all other employees, in respect of items (a), (b) and (c) plus the period of any military training undergone in that year and, employment shall be deemed to commence—

- (i) in the case of an employee, who had 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 providing for annual leave applied but who had 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 determination, 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) An employer shall grant to his employee who has completed 12 months continuous employment with him and who is absent from work due to incapacity, 48 working days sick leave in the aggregate during each cycle of 12 consecutive months of employment with him and shall pay to such employee in respect of absence in terms hereof not less than a quarter of the wage he would have received had he worked during such period; provided that—

- (a) an employee shall not be entitled to more than eight ½ day's wages in respect of each completed month of employment;
- (b) an employer may as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee, require the employee to produce at his own expense a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity, provided further that the employer may nominate his own medical practitioner in which event such expense shall be borne by the employer;
- (c) sick leave shall not be accumulative.

(2) Wanneer 'n werknemer afwesig is weens ongeskiktheid, behoudens soos bepaal in subklousule (1) hiervan, vir 'n langer tydperk as enige siekteverlof wat ten tyde van sodanige ongeskiktheid opgeloopt het, is hy slegs geregtig op betaling ten opsigte van sodanige siekteverlof as wat aldus opgeloopt het; maar sy werkgever moet, as hy dit nie voorheen gedoen het nie, by die afloop van elke dienskringloop of by diensbeëindiging voor sodanige afloop hom ten opsigte van sodanige langer tydperk van afwesigheid weens ongeskiktheid betaal in die mate waarin siekteverlof wat by sodanige afloop of beëindiging opgeloopt het, nie geneem is nie.

(3) Vir die toepassing van hierdie klousule—

- (a) word geag dat die uitdrukking „loon” 'n werknemer se loon plus sy lewenskostetoelae beteken;
- (b) beteken „ongeskiktheid” die ongeskiktheid om te werk weens enige siekte of besering (uitgesonderd dit wat deur 'n werknemer se eie wangedrag veroorsaak word): Met dien verstande dat enige ongeskiktheid om te werk wat veroorsaak is deur 'n ongeluk ten opsigte waarvan vergoeding betaalbaar is kragtens die Ongevalwet, 1941, as ongeskiktheid geag word slegs ten opsigte van enige tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling ingevolge die Wet betaalbaar is nie;
- (c) het „diens” dieselfde betekenis as dié wat in subklousule (6) van klousule 14 daaraan toegeken word: Met dien verstande dat enige dienstydperk wat 'n werknemer onmiddellik voor die datum van die inwerkingtreding van hierdie Ooreenkoms by dieselfde werkgever gehad het, vir die toepassing van hierdie klousule as diens kragtens hierdie Ooreenkoms geag word, en enige siekteverlof met kwartbetaling word geag as kragtens hierdie Ooreenkoms toegestaan.

16. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werknemer wat op 'n weeklikse basis betaal word, en sy werkgever, moet minstens een week diensopsegging gee om enige dienskontrak te beëindig. 'n Werknemer wat op 'n maandelikse basis betaal word, en sy werkgever, moet minstens 1 maand diensopsegging gee om enige dienskontrak te beëindig en 'n werknemer wat op 'n „per opvoering”-grondslag in diens is en sy werkgever moet minstens een opvoering kennis gee om 'n dienskontrak te beëindig en 'n werknemer wat op enige ander basis in diens is, en sy werkgever, moet minstens 24 uur diensopsegging gee om enige dienskontrak te beëindig; met dien verstande dat dit nie onderstaande raak nie:—

- (a) 'n Werknemer of werkgever 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 werkgever wat voorsiening maak vir 'n termyn van diensopsegging van gelyke duur vir altwee partye en, na gelang van die geval, vir langer as 1 week, 1 maand of 24 uur of een opvoering;
- (c) die werking van enige verbeuring of boetes wat by wet van toepassing mag wees ten opsigte van dros deur 'n werknemer;

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

(2) Die diensopsegging in klousule 16 (1) (a) (b) genoem word, moet nie geskied tydens of saamval met 'n werknemer se afwesigheid—

- (a) op jaarlikse verlof kragtens klousule 14;
- (b) terwyl hy militêre opleiding ondergaan;
- (c) terwyl hy met siekteverlof is kragtens klousule 15 nie.

(3) Diensopsegging in klousule 16 genoem neem 'n aanvang vanaf die datum waarop dit gegee word, en kan, behoudens soos in subklousule (2) bepaal, te eniger tyd geskied.

17. DIENSSERTIFIKAAT.

Elke werkgever moet op versoek van 'n werknemer by beëindiging van sy diens 'n dienssertifikaat aan hom uitreik wat die naam van die werkgever 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 werkgever 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 lewenskostetoelae van elke sodanige werknemer.

19. UITGAWES VAN DIE RAAD.

Ter bestryding van die uitgawes van die Raad, moet elke werkgever 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 werkgever '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.

(2) 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.

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

- (a) “wage” shall be deemed to mean an employee's wage plus his cost of living allowance;
- (b) “incapacity” means inability to work owing to any sickness or injury (other than that caused by an employee's own misconduct): Provided that any inability to work caused by an accident in respect of which compensation payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act;
- (c) “employment” shall have the same meaning as that assigned to it in sub-clause (6) of clause 14: Provided that any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this agreement shall for the purpose of this clause be deemed to be employment under this agreement, and any sick leave on quarter wages shall be deemed to have been granted under this agreement.”

16. TERMINATION OF EMPLOYMENT.

(1) 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 a per performance basis and his employer shall give not less than one performance 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 month, one week, 24 hours, or one performance, as the case may be;
- (c) 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 without notice by paying the employee wages in lieu of the prescribed period of notice.

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

- (a) on annual leave in terms of clause 14;
- (b) whilst undergoing military training;
- (c) on sick leave in terms of clause 15.

(3) Notice referred to in clause 16 shall take effect from the date on which it is given and save as provided for in sub-clause (2) may be given at any time.

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 purpose 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. 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 klousule 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 applikant 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 totdat 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 klousule onmiddellik van krag word.

21. VAKVERENIGINGLEDEGELD.

Elke werkgewer moet van die loon van elke lid van die vakvereniging in sy diens die ledegeld aftrek wat hy aan die vakvereniging moet betaal ingevolge 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. Genoemde lys moet die geslag en ras (blankes, kleurlinge en Asië) van elke lid aandui.

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 bepalings van hierdie Ooreenkoms nagekom word.

24. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Elke werkgewer 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 bepalings daarvan strydig is nie.

26. VRYSTELLINGS.

(1) Die Raad kan vir enige goeie en afdoende rede vrystelling van enigeen van die bepalings 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 bepalings 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 nommer;
 - (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 werkgewer stuur

Namens die partye hierby, op hede, die 13de dag van Mei 1960, in Johannesburg onderteken.

A. H. STODEL,
Voorsitter van die Raad.

A. NICHOLSON,
Ondervoorsitter van die Raad.

H. COHN,
Sekretaris van die Raad.

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 employers' organisation.

(2) 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 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 thereof, the provisions of this clause shall immediately come into operation.

21. UNION SUBSCRIPTIONS.

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. 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. 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 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;
- (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 13th day of May 1960, on behalf of the parties hereto.

A. H. STODEL,
Chairman of the Council.

A. NICHOLSON,
Vice-chairman of the Council.

H. COHN,
Secretary of the Council.