



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2214

Registered at the Post Office as a Newspaper

PRICE 20c PRYS
OVERSEAS 30c OORSEE
POST FREE — POSVRY

REGULASIEKOERANT No. 2214

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 124]

PRETORIA, 9 OCTOBER
OKTOBER 1975

[No. 4872

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1905 9 October 1975

INDUSTRIAL CONCILIATION ACT, 1956

CINEMATOGRAPH AND THEATRE INDUSTRY

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Cinematograph and Theatre Industry, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (6) (e) (i), 19, 21, 22 and 23, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (6) (e) (i), 19, 21, 22 and 23, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

40819—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1905 9 Oktober 1975

WET OP NYWERHEIDSVERSOENING, 1956

BIOSKOOP- EN SKOUBURGBEDRYF

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bioskoop- en Skouburgbedryf betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), 2, 5 (6) (e) (i), 19, 21, 22 en 23, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (6) (e) (i), 19, 21, 22 en 23, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

4872—1

SCHEDULE

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

AGREEMENT

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

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

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

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

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

DIVISION OF AGREEMENT

This Agreement is divided as follows:

PART I

1. Area and scope of application.
2. Period of operation.
3. Definitions.
4. Wages.
5. Payment of remuneration.
6. Ordinary hours of work.
7. Overtime.
8. Intervals.
9. Sundays, public holidays and midnight shows.

PART II

10. Annual leave.
11. Sick leave.
12. Overalls and uniforms.
13. Termination of employment.
14. Prohibition of employment.

PART III

15. Records.
16. Certificate of service.
17. Exhibition of Agreement.

PART IV

18. Administration of Agreement.
19. Agents of Council.
20. Registration of employers.
21. Employment of trade union labour.
22. Trade union representatives on Council.
23. Trade union membership fees.
24. Expenses of the Council.
25. Exemptions from Agreement.
26. Employees' register.
27. *Ultra vires.*

PART I

1. AREA AND SCOPE OF AGREEMENT

(1) This Agreement shall be observed in the Cinematograph and Theatre Industry:

(a) By all employers who are members of the employers' organisation and by all employees who are members of the trade union;

(b) in the following areas:

(i) *Cape Province.*—In the Magisterial District of Albany, Bellville, in that portion of the Magisterial District of Malmesbury which, prior to the publication of Government Notice 171 of 8 February 1957, fell within the Magisterial District of Bellville, Caledon, The Cape, East London, Goodwood, Hermanus, Hewu, Kimberley, in those portions of the Magisterial District of Warrenton which, prior to the publication of Government Notices 2259 of 22 October 1948, and 1631 of 25 October 1957 fell within the Magisterial District of Kimberley, in that portion of the Magisterial District of Herbert which, prior to the publication of Government Notice 1631 of 25 October 1957, fell within the Magisterial District of Kimberley, King William's Town, Kirkwood, Kuils River, Mdantsane [excluding that portion which, prior to 1 October 1971 (Government Notice 1482 of 27 August 1971), fell within the Magisterial District of Komga], Oudtshoorn, Paarl, Port Elizabeth, in that portion of the Magisterial District of Hankey which, prior to the publication of Government Notice 1515 of 4 October 1963 fell within the Magisterial District of Port Elizabeth, Queenstown, Simonstown, Somerset West, Stellenbosch, Strand, Uitenhage, Wellington, Worcester, Wynberg and Zwelitsha;

BYLAE

NYWERHEIDSRAAD VIR DIE BIOSKOOP- EN SKOU-
BURGBEDRYF VAN SUID-AFRIKA

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

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

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

South African Theatre and Cinema Employees' Union (hierna die "werknekmers" of "vakvereniging" genoem), aan die anderkant,

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

INDELING VAN OOREENKOMS

Hierdie Ooreenkoms word soos volg ingedeel:

DEEL I

1. Gebied en omvang van Ooreenkoms.
2. Geldigheidsduur.
3. Woordomskrywing.
4. Lone.
5. Betaling van besoldiging.
6. Gewone werkure.
7. Oortydwerk.
8. Pouses.
9. Sondae, openbare vakansiedae en middernagvertonings.

DEEL II

10. Jaarlikse verlof.
11. Siekteverlof.
12. Oorklere en eenvormige klere.
13. Diensbeëindiging.
14. Verbod op indiensneming.

DEEL III

15. Registers.
16. Dienssertifikaat.
17. Vertoning van Ooreenkoms.

DEEL IV

18. Administrasie van Ooreenkoms.
19. Agente van die Raad.
20. Registrasie van werkgewers.
21. Indiensneming van werknekmers van vakvereniging.
22. Vakverenigingsverteenvoerders in die Raad.
23. Vakverenigingsledegeld.
24. Uitgawes van die Raad.
25. Vrystellings van die Ooreenkoms.
26. Werknekmersregister.
27. *Ultra vires.*

DEEL I

1. GEBIED EN OMVANG VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Bioskoop- en Skouburgbedryf nagekom word:

(a) Deur alle werkgewers wat lede is van die werkgewersorganisasie en alle werknekmers wat lede is van die vakvereniging;

(b) in die volgende gebiede:

(1) *Kaapprovinsie.*—In die landdrosdistrikte Albany, Bellville, in daardie gedeelte van die landdrosdistrik Malmesbury wat voor die publikasie van Goewermentskennisgewing 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het, Caledon, Die Kaap, Oos-Londen, Goodwood, Hermanus, Hewu, Kimberley, in daardie gedeeltes van die landdrosdistrik Warrenston wat voor die publikasie van Goewermentskennisgewings 2259 van 22 Oktober 1948 en 1631 van 25 Oktober 1957 binne die landdrosdistrik Kimberley geval het, in daardie gedeelte van die landdrosdistrik Herbert wat voor die publikasie van Goewermentskennisgewing 1631 van 25 Oktober 1957 binne die landdrosdistrik Kimberley geval het, King William's Town, Kirkwood, Kuilsrivier, Mdantsane [uitgesonder daardie gedeelte wat voor 1 Oktober 1971 (Goewermentskennisgewing 1482 van 27 Augustus 1971), binne die landdrosdistrik Komga geval het], Oudtshoorn, Paarl, Port Elizabeth, in daardie gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewermentskennisgewing 1515 van 4 Oktober 1963 binne die landdrosdistrik Port Elizabeth geval het, Queenstown, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Wellington, Worcester, Wynberg en Zwelitsha;

(ii) *Natal*.—In the Magisterial Districts of Durban (excluding that portion which prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Pietermaritzburg and in that portion of the Magisterial District of Pinetown which, prior to the publication of Government Notice 188 of 17 February 1967, fell within the Magisterial District of Durban;

(iii) *Orange Free State*.—In the Magisterial Districts of Bethlehem, Bloemfontein [excluding that portion which, prior to 1 January 1972 (Government Notice 2076 of 19 November 1971), fell within the Magisterial District of Thaba Nchu], Kroonstad, in those portions of the Magisterial Districts of Jagersfontein and Petrusburg which, prior to the publication of Government Notice 1106 of 26 July 1963, fell within the Magisterial District of Bloemfontein and in those portions of the Magisterial Districts of Koppies, Odendaalsrus and Hennenman which, prior to the publication of Government Notices 1469 of 12 July 1946, 2792 of 30 December 1949 and 790 of 30 May 1963, respectively, fell within the Magisterial District of Kroonstad;

(iv) *Transvaal*.—In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan (excluding those portions of the latter two Magisterial Districts which, prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg), Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp (excluding that portion which, prior to the publication of Government Notice 749 of 19 May 1961, fell within the Magisterial District of Randfontein, but not any portion which, prior to the publication of Government Notice 2546 dated 5 December 1947, as amended by Government Notice 476 of 30 September 1966, fell within the Magisterial District of Krugersdorp), Nigel [excluding that portion which, prior to 1 July 1972 (Government Notice 871 of 26 May 1972), fell within the Magisterial District of Balfour], Potchefstroom, Pretoria (excluding that portion which, prior to the publication of Government Notice 91 of 11 January 1946, fell within the Magisterial District of Bronkhorstspruit), Randburg, Roodepoort, Springs, in those portions of the Magisterial Districts of Koster and Brits which, prior to the publication of Government Notice 1105 of 26 July 1963 and prior to 1 June 1972 (Government Notice 872 of 26 May 1972) fell within the Magisterial District of Krugersdorp, in those portions of the Magisterial Districts of Warm Baths and Cullinan which, prior to the publication of Government Notices 1410 of 23 June 1950 and 970 of 30 May 1968, respectively, fell within the Magisterial District of Pretoria, in those portions of the Magisterial Districts of Brits, Odi and Moretele which, prior to 1 June 1972 (Government Notice 870 of 26 May 1972) fell within the Magisterial District of Pretoria, in those portions of the Magisterial Districts of Oberholzer and Randfontein which, prior to the publication of Government Notices 1717 of 14 August 1953 and 2546 of 5 December 1947, respectively, fell within the Magisterial District of Potchefstroom, in that portion of the Magisterial District of Westonaria which, prior to the publication of Government Notice 1476 of 30 September 1966, fell within the Magisterial District of Roodepoort.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to the employees for whom minimum wages are prescribed in this Agreement, and to the employers of such employees.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act, and shall remain in force for two years or for such period as may be determined by him.

3. DEFINITIONS

(A) Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, any references to an Act shall include any amendments to such Act. All definitions hereinafter set out indicate the main duties performed by each class of employee but shall include such other duties which by custom and usage usually appertain to such occupation in the Industry. Unless the contrary intention appears, words importing the masculine gender shall also include females; further, unless inconsistent with the context—

(1) "Act" means the Industrial Conciliation Act, 1956 (Act 28 of 1956), as amended;

(2) "Area A" shall be deemed to be the Magisterial Districts listed under the provinces as follows:

(a) *Cape Province*.—Bellville, that portion of the Magisterial District of Malmesbury which, prior to the publication of Government Notice 171 of 8 February 1957, fell within the Magisterial District of Bellville, The Cape, East London, Goodwood, Kimberley, those portions of the Magisterial District of Warrenton which, prior to the publication of Government

(ii) *Natal*.—In die landdrosdistrikte Durban (uitgesondert daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Pietermaritzburg en in daardie gedeelte van die landdrosdistrik Pinetown wat voor die publikasie van Goewermentskennisgewing 188 van 17 Februarie 1967 binne die landdrosdistrik Durban geval het;

(iii) *Oranje-Vrystaat*.—In die landdrosdistrikte Bethlehem, Bloemfontein [uitgesondert daardie gedeelte wat voor 1 Januarie 1972 (Goewermentskennisgewing 2076 van 19 November 1971) binne die landdrosdistrik Thaba Nchu geval het], Kroonstad, in daardie gedeeltes van die landdrosdistrikte Jagersfontein en Petrusburg wat voor die publikasie van Goewermentskennisgewing 1106 van 26 Julie 1963 binne die landdrosdistrik Bloemfontein geval het en in daardie gedeeltes van die landdrosdistrikte Koppies, Odendaalsrus en Hennenman wat voor die publikasie van onderskeidelik Goewermentskennisgewings 1469 van 12 Julie 1946, 2792 van 30 Desember 1949 en 790 van 30 Mei 1963 binne die landdrosdistrik Kroonstad geval het;

(iv) *Transvaal*.—In die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan (uitgesondert daardie gedeeltes van laasgenoemde twee landdrosdistrikte wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp (uitgesondert daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 749 van 19 Mei 1961 binne die landdrosdistrik Randfontein geval het, maar nie enige gedeelte wat voor die publikasie van Goewermentskennisgewing 2546 van 5 Desember 1947, soos gewysig by Goewermentskennisgewing 476 van 30 September 1966 binne die landdrosdistrik Krugersdorp geval het nie), Nigel [uitgesondert daardie gedeelte wat voor 1 Julie 1972 (Goewermentskennisgewing 871 van 26 Mei 1972 binne die landdrosdistrik Balfour geval het], Potchefstroom, Pretoria (uitgesondert daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 91 van 11 Januarie 1946 binne die landdrosdistrik Bronkhorstspruit geval het), Randburg, Roodepoort, Springs, in daardie gedeeltes van die landdrosdistrikte Koster en Brits wat voor die publikasie van Goewermentskennisgewing 1105 van 26 Julie 1963 en voor 1 Junie 1972 (Goewermentskennisgewing 872 van 26 Mei 1972) binne die landdrosdistrik Krugersdorp geval het en daardie gedeeltes van die landdrosdistrikte Warmbad en Cullinan wat voor die publikasie van onderskeidelik Goewermentskennisgewings 1410 van 23 Junie 1960 en 970 van 30 Mei 1968 binne die landdrosdistrik Pretoria geval het, in daardie gedeeltes van die landdrosdistrikte Brits, Odi en Moretele wat voor 1 Junie 1972 (Goewermentskennisgewing 870 van 26 Mei 1972) binne die landdrosdistrik Pretoria geval het, daardie gedeeltes van die landdrosdistrikte Oberholzer en Randfontein wat voor die publikasie van onderskeidelik Goewermentskennisgewings 1717 van 14 Augustus 1953 en 2546 van 5 Desember 1947 binne die landdrosdistrik Potchefstroom geval het, daardie gedeelte van die landdrosdistrik Westonaria wat voor die publikasie van Goewermentskennisgewing 1476 van 30 September 1966 binne die landdrosdistrik Roodepoort geval het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister ingevolge artikel 48 van die Wet vasstel, en bly van krag vir twee jaar of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

(A) Alle uitdrukings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waardaar van 'n Wet melding gemaak word, omvat dit alle wysings van sodanige Wet. Alle woordomskrywings wat hieronder uiteengesit word, dui die vernaamste pligte aan wat deur elke klas werknemer verrig word, maar dit omvat dié ander pligte wat volgens gewoonte en gebruik gewoonlik met so 'n beroep in die bedryf gepaard gaan. Tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

(1) "Wet" die Wet op Nywerheidsversoening, 1956 (Wet 28 van 1956), soos gewysig;

(2) "Gebied A" die landdrosdistrikte wat soos volg onder die provinsies gelys word:

(a) *Kaapprovinsie*.—Bellville, daardie gedeeltes van die landdrosdistrik Malmesbury wat voor die publikasie van Goewermentskennisgewing 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het, Die Kaap, Goodwood, Kimberley, Oos-London, daardie gedeeltes van die landdrosdistrik

Notices 2259 of 22 October 1948 and 1631 of 25 October 1957, fell within the Magisterial District of Kimberley, that portion of the Magisterial District of Herbert which, prior to the publication of Government Notice 1631 of 25 October 1957, fell within the Magisterial District of Kimberley; Kuils River, Port Elizabeth, that portion of the Magisterial District of Hankey which, prior to the publication of Government Notice 1515 of 4 October 1963, fell within the Magisterial District of Port Elizabeth, Simonstown, Uitenhage and Wynberg;

(b) *Natal*.—Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Pietermaritzburg, and in that portion of the Magisterial District of Pinetown which, prior to the publication of Government Notice 188 of 17 February 1967, fell within the Magisterial District of Durban;

(e) *Orange Free State*.—Bloemfontein [excluding that portion which, prior to 1 January 1972 (Government Notice 2076 of 19 November 1972), fell within the Magisterial District of Thaba Nchu] and those portions of the Magisterial Districts of Jagersfontein and Petrusburg which, prior to the publication of Government Notice 1106 of 26 July 1963, fell within the Magisterial District of Bloemfontein;

(d) *Transvaal*.—Benoni, Boksburg, Brakpan (excluding those portions of the latter two Magisterial Districts which, prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg), Germiston, Johannesburg, Kempton Park, Klerksdorp Krugersdorp (excluding that portion which, prior to the publication of Government Notice 749 of 19 May 1961, fell within the Magisterial District of Randfontein, but not any portion which, prior to the publication of Government Notice 2546 of 5 December 1947, as amended by Government Notice 1476 of 30 September 1966, fell within the Magisterial District of Krugersdorp), Potchefstroom, those portions of the Magisterial Districts of Koster and Brits which, prior to the publication of Government Notice 1105 of 26 July 1963, and prior to 1 June 1972 (Government Notice 872 of 26 May 1972) fell within the Magisterial District of Krugersdorp, Potchefstroom, those portions of the Magisterial Districts of Oberholzer and Randfontein which, prior to the publication of Government Notices 1717 of 14 August 1953 and 2546 of 5 December 1947, respectively, fell within the Magisterial District of Potchefstroom, Pretoria (excluding that portion which, prior to the publication of Government Notice 91 of 11 January 1946, fell within the Magisterial District of Bronkhorstspruit), those portions of the Magisterial Districts of Warm Baths and Cullinan which, prior to the publication of Government Notices 1410 of 23 June 1950 and 970 of 30 May 1968, respectively, fell within the Magisterial District of Pretoria, those portions of the Magisterial Districts of Brits, Odi and Moretele which, prior to 1 June 1972 (Government Notice 872 of 26 June 1972) fell within the Magisterial Districts of Pretoria, Randburg, Roodepoort, that portion of the Magisterial District of Westonaria which, prior to the publication of Government Notice 1476 of 30 September 1966, fell within the Magisterial District of Roodepoort, and Springs;

(3) "Area B" shall be deemed to be the Magisterial Districts listed under the provinces as follows:

(a) *Cape Province*.—Albany, Caledon, Hermanus, Hewu, King William's Town, Kirkwood, Kuils River, Mdantsane [excluding that portion which prior to 1 October 1971 (Government Notice 1482 of 27 August 1971) fell within the Magisterial District of Komga], Oudtshoorn, Paarl, Queenstown, Somerset West, Stellenbosch, Strand, Wellington, Worcester and Zwelitsha;

(b) *Orange Free State*.—Bethlehem, Kroonstad, those portions of the Magisterial Districts of Koppies, Odendaalsrus and Henneman which, prior to the publication of Government Notices 1469 of 12 July 1946, 2792 of 30 December 1949 and 790 of 30 May 1963, respectively, fell within the Magisterial District of Kroonstad;

(c) *Transvaal*.—Alberton, Delmas and Nigel [excluding that portion which prior to 1 July 1972 (Government Notice 871 of 26 May 1972) fell within the Magisterial District of Balfour];

(4) "caller" means an employee who is engaged in transmitting orders to kitchen staff and who may prepare trays for the execution of such orders;

(5) "car checker" means an employee at a drive-in cinema who checks the number of occupants in vehicles, who assists the cashier in the sale of tickets to patrons and who may direct the traffic of vehicles entering or leaving an establishment;

(6) "car checker/vendor" means an employee who in addition to performing the duties of a car checker, does vending at an establishment;

Warrenton wat voor die publikasie van Goewermentskenniswings 2259 van 22 Oktober 1948 en 1631 van 25 Oktober 1957 binne die landdrosdistrik Kimberley geval het, daardie gedeelte van die landdrosdistrik Herbert wat voor die publikasie van Goewermentskennisgewing 1631 van 25 Oktober 1957 binne die landdrosdistrik Kimberley geval het, Kuilsrivier, Port Elizabeth, daardie gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewermentskennisgewing 1515 van 4 Oktober 1963 binne die landdrosdistrik Port Elizabeth geval het, Simonstad, Uitenhage en Wynberg;

(b) *Natal*.—Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Pietermaritzburg en daardie gedeelte van die landdrosdistrik Pinetown wat voor die publikasie van Goewermentskennisgewing 188 van 17 Februarie 1967 binne die landdrosdistrik Durban geval het;

(c) *Oranje-Vrystaat*.—Bloemfontein [uitgesonderd daardie gedeelte wat voor 1 Januarie 1972 (Goewermentskennisgewing 2076 van 19 November 1972) binne die landdrosdistrik Thaba Nchu geval het en gedeelte van die landdrosdistrikte Jagersfontein en Petrusburg wat voor die publikasie van Goewermentskennisgewing 1106 van 26 Julie 1963 binne die landdrosdistrik Bloemfontein geval het];

(d) *Transvaal*.—Benoni, Boksburg, Brakpan (uitgesonderd daardie gedeeltes van laasgenoemde twee landdrosdistrikte wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 749 van 19 Mei 1961 binne die landdrosdistrik Randfontein geval het, maar nie enige gedeelte wat voor die publikasie van Goewermentskennisgewing 2546 van 5 Desember 1947, soos gewysig by Goewermentskennisgewing 1476 van 30 September 1966, binne die landdrosdistrik Krugersdorp geval het nie), daardie gedeeltes van die landdrosdistrikte Koster en Brits wat voor die publikasie van Goewermentskennisgewing 1105 van 26 Julie 1963 en voor 1 Junie 1972 (Goewermentskennisgewing 872 van 26 Mei 1972) binne die landdrosdistrik Krugersdorp geval het, Potchefstroom, daardie gedeeltes van die landdrosdistrikte Oberholzer en Randfontein wat voor die publikasie van onderskeidelik Goewermentskennisgewings 1717 van 14 Augustus 1953 en 2546 van 5 Desember 1947 binne die landdrosdistrik Potchefstroom geval het, Pretoria (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 91 van 11 Januarie 1946 binne die landdrosdistrik Bronkhorstspruit geval het), daardie gedeeltes van die landdrosdistrikte Warmbad en Cullinan wat voor die publikasie van onderskeidelik Goewermentskennisgewings 1410 van 23 Junie 1950 en 970 van 30 Mei 1968 binne die landdrosdistrik Pretoria geval het, daardie gedeeltes van die landdrosdistrikte Brits, Odi en Moretele wat voor 1 Junie 1972 (Goewermentskennisgewing 872 van 26 Junie 1972) binne die landdrosdistrik Pretoria geval het, Randburg, Roodepoort, daardie gedeelte van die landdrosdistrik Westonaria wat voor die publikasie van Goewermentskennisgewing 1476 van 30 September 1966 binne die landdrosdistrik Roodepoort geval het en Springs;

(3) "Gebied B" die volgende landdrosdistrikte, wat soos volg onder die provinsies gelys word:

(a) *Kaapprovincie*.—Albany, Caledon, Hermanus, Hewu, King William's Town, Kirkwood, Kuilsrivier, Mdantsane [uitgesonderd daardie gedeelte wat voor 1 Oktober 1971 (Goewermentskennisgewing 1482 van 27 Augustus 1971) binne die landdrosdistrik Komga geval het], Oudtshoorn, Paarl, Queenstown, Somerset-Wes, Stellenbosch, Strand, Wellington, Worcester en Zwelitsha;

(b) *Oranje-Vrystaat*.—Bethlehem, Kroonstad, daardie gedeeltes van die landdrosdistrikte Koppies, Odendaalsrus en Henneman wat voor die publikasie van onderskeidelik Goewermentskennisgewings 1469 van 12 Julie 1946, 2792 van 30 Desember 1949 en 790 van 30 Mei 1963 binne die landdrosdistrik Kroonstad geval het;

(c) *Transvaal*.—Alberton, Delmas en Nigel [uitgesonderd daardie gedeelte wat voor 1 Julie 1972 (Goewermentskennisgewing 871 van 26 Mei 1972) binne die landdrosdistrik Balfour geval het];

(4) "uitroeper" 'n werknemer wat bestellings oordra aan kombuispersonele en wat skinkborde gereed maak vir die uitvoering van sodanige bestellings;

(5) "motorkontroleur" 'n werknemer by 'n inrybioskoop wat nagaan hoeveel persone in 'n voertuig is, die kassier met die verkoop van kaartjies aan teatergangers bystaan en die verkeer reël van voertuie wat 'n bedryfsinrigting binnegaan of verlaat;

(6) "motorkontroleur/verkoper" 'n werknemer wat, benewens die verrigting van 'n motorkontroleur se pligte, goedere by 'n bedryfsinrigting verkoop;

(7) "car checker/vendor/counterhand" means an employee who, in addition to performing the duties of a car checker/vendor is engaged at a counter in a cinema selling meals, and/or refreshments and/or other goods;

(8) "cashier" means an employee other than a counterhand and/or counterhand assistant engaged mainly in the taking of cash;

(9) "cashier (advance booking)" means an employee—

(a) who sells tickets on the day(s) preceding any performance, such tickets entitling patrons to reserved seats at a particular performance, and/or

(b) who is required to account for all tickets received and issued and for the cash takings thereof;

(10) "cashier (rack or book)" means an employee who sells rack and/or book tickets to patrons entitling patrons to reserved seats at a particular performance on the day they are issued and who is required to account for all tickets received and issued;

(11) "cashier (roll and/or zigzag tickets)" means an employee who sells roll and/or zigzag tickets to patrons and who is required to account for all tickets received and issued: Provided that it shall not include any form of seat reservation;

(12) "cashier supervisor" means an employee other than a counterhand engaged mainly in the taking of cash and who supervises staff;

(13) "casual employee" means an employee who is employed by the same employer on not more than three days in any calendar week except when two public holidays occur in the same calendar week in which event such casual employee shall be permitted to work on not more than four days in that week;

(14) "cinema assistant" means an employee who, in addition to performing the duties of an unskilled worker, is employed in any one or more of the following activities:

(a) Assisting projectionists and cinematograph machine and sound technicians with checking of speakers;

(b) preparing and cooking all food items and wrapping and packing them into warmers and bain-maries;

(c) operating a machine used in the preparation of food and/or refreshments;

(d) selling refreshments and minerals from a tray to patrons in their cars;

(e) packing sugar and folding trays and stacking them; and

(f) wrapping goods;

(15) "Cinematograph and Theatre Industry" or "Industry" means (subject to the provisions of the Demarcation Determination published under Government Notice R. 1414 of 25 July 1975) 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 of 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, commissioners, 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;

(16) "cinematograph machine and sound technician" means an employee engaged in one or more of the following activities: Installing, erecting, maintaining and repairing sound and/or electronic apparatus and/or equipment;

(17) "cloakroom attendant" means an employee in an establishment who takes charge of the cloakroom;

(18) "continuity employee" means an employee who breaks down scripts in sequence and who puts scenes in sequence;

(19) "Council" means the Industrial Council of the Cinematograph and Theatre Industry of South Africa, registered in terms of the Industrial Conciliation Act, 1956 (Act 28 of 1956);

(7) "motorkontroleur / verkoper / toonbankbediener" 'n werkneem wat, benewens die verrigting van 'n motorkontroleur/ verkoper se pligte, eetware en/of verversings en/of ander goedere by 'n toonbank in 'n bioskoop verkoop;

(8) "kassier" 'n werkneem, uitgesonderd 'n toonbankbediener en/of toonbankbediener se assistent, wat hoofsaaklik kontant ontvang;

(9) "kassier" (vooruitbespreking) 'n werkneem—

(a) wat op die dag/dae wat enige vertoning voorafgaan, wat die teatergangers op bespreekte sitplekke vir 'n bepaalde vertoning geregig maak, en/of

(b) wat verantwoording moet doen vir alle kaartjies wat ontvang en uitgereik is en vir die kontant ontvangste daarvan;

(10) "kassier (rak- of boekkaartjies)" 'n werkneem wat rak-en/of boekkaartjies aan teatergangers verkoop, wat hulle geregig maak op bespreekte sitplekke vir 'n bepaalde vertoning op die dag waarop hulle uitgereik word, en wat verantwoording moet doen vir alle kaartjies wat ontvang en uitgereik is;

(11) "kassier (rol- en/of sigsagkaartjies)" 'n werkneem, wat rol- en/of sigsagkaartjies aan teatergangers verkoop en wat verantwoording moet doen vir alle kaartjies wat ontvang en uitgereik is: Met dien verstande dat dit alle vorms van sitplekbespreking uitsluit;

(12) "kassier-toesighouer" 'n werkneem, uitgesonderd 'n toonbankbediener, wat hoofsaaklik kontant ontvang en wat toesig hou oor personeel;

(13) "los werkneem" 'n werkneem wat hoogstens drie dae per kalenderweek by dieselfde werkgever in diens is, behalwe wanneer twee openbare vakansiedae in dieselfde kalenderweek val, in welke geval so 'n los werkneem toegelaat mag word om tot hoogstens vier dae in daardie week te werk;

(14) "bioskoopassistent" 'n werkneem wat benewens die pligte van 'n ongeskooleerde werker een of meer van die volgende werkzaamhede verrig:

(a) Projekteerdeers en rolprentmasjien- en klanktegnici met die nagaan van luidsprekers help;

(b) alle voedselitems berei en gaarmaak, dit toedraai en in voedselverwarmers en bain-maries verpak;

(c) 'n masjien bedien wat gebruik word by die bereiding van voedsel en/of verversings;

(d) verversings en mineraalwater vanaf 'n skinkbord aan teatergangers in hul motors verkoop;

(e) suiker verpak en skinkborde vrou en opstapel; en

(f) goedere toedraai;

(15) "Bioskoop- en Skouburgbedryf" of "Bedryf" (behoudens die Afbakeningsvasselling gepubliseer by Goewermentskennisgewing R. 1414 van 25 Julie 1975) die bedryf waarin—

(a) werkgewers en werknelmers met mekaar geassosieer is vir die oprigting van toneelrekwisite en die onderhoud en montering van elektriese en ander uitrusting, met inbegrip van rolprente van 35 mm, verbande met geboue of teaters waarin die toneelopvoerings, -vertonings en -aanbiedings van sodanige werkgewers plaasvind;

(b) die kontantontvangste van toneelopvoerings, -vertonings en -aanbiedings in (a) bedoel, ontvang en gehanteer word deur werkgewers in (a) bedoel;

(c) die kostuums van spelers en andere, in diens van werkgewers in (a) bedoel, deur sodanige werkgewers ontwerp, gemaak, versorg, herstel of verstel word;

(d) werkgewers in (a) bedoel, aan die publiek wat opvoerings, vertonings en aanbiedings bywoon in teaters wat aan sodanige werkgewers behoort, persoonlike bediening verskaf deur bemiddeling van plekaanwysers, portiers, joggies, deurwagters en dergelyke persone, uitgesonderd die verkaffing van verversings; en

(e) bioskoopuitrusting en/of -bybehore, met inbegrip van advertensiemateriaal en/of projeksiebybehore, deur 'n werkgever, in voorraad gehou, verkoop en/of verhuur word, tesame met die verspreiding van ontwikkelde rolprente van 35 mm vir openbare vertoning, en met inbegrip van herstelwerk aan enige van bogenoemde uitrusting en/of bybehore deur sodanige werkgewers met die doel om sodanige uitrusting en/of bybehore in voorraad te hou, te verkoop en/of te verhuur;

(16) "rolprentmasjien- en klanktegnikus" 'n werkneem wat een of meer van die volgende werkzaamhede verrig: Die installeering, oprigting, onderhoud en herstel van klank- en/of elektroniese apparaat en/of uitrusting;

(17) "kleedkameropsigter" 'n werkneem in 'n bedryfsinrigting wat oor die kleedkamer toesig hou;

(18) "kontinuiteitswerkneem" 'n werkneem wat 'n draaiboek in volgorde opbrek en 'n samesnit maak van tonele wat bymekaar hoort;

(19) "Raad" die Nywerheidsraad vir die Bioskoop- en Skouburgbedryf van Suid-Afrika, geregistreer kragtens die Wet op Nywerheidsversoening, 1956 (Wet 28 van 1956);

(20) "counterhand assistant" means an employee who is engaged at a counter in a theatre and/or cinema selling meals and/or refreshments and/or other goods;

(21) "counterhand" means an employee who in addition to performing the duties of a counterhand assistant may supervise other staff;

(22) "day" means a period of 24 consecutive hours calculated from the time an employee commences work;

(23) "delivery employee" means an employee who is engaged in delivering or conveying letters, messages or goods by means of a motor driven or assisted bicycle or tricycle;

(24) "despatcher" means an employee engaged in any one or more of the following activities:

- (a) Receiving goods into and/or from a store;
- (b) supervising and assembling and/or packing of goods;
- (c) checking and mass-measuring and/or marking and/or addressing of packaged goods;
- (d) clerical work in connection with the above-mentioned activities;

(25) "despatcher-supervisor" means an employee who may perform the tasks of a despatcher and who in addition, supervises the work of a despatcher;

(26) "doorman" means an employee who ensures that only authorised admissions are made to establishments and who may control patrons;

(27) "doorman/commissionnaire" means an employee who ensures that only authorised admissions are made to establishments and who may control patrons and who may supervise other staff;

(28) "dresser" means an employee employed in the theatre for the purpose of dressing artists and assisting the wardrobe mistress in the care and maintenance of clothes, costumes and wardrobe;

(29) "driver of a motor vehicle" means an employee other than a delivery employee, who is engaged in driving a motor vehicle, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle or the loading and all periods during which he is obliged to remain at his post in readiness to drive;

(30) "electrician" means an employee who has completed his apprenticeship as an electrician and is the holder of a certificate as such, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951 (Act 38 of 1951), or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act, or is in possession of a certificate recognised by the Council;

(31) "electrician's assistant" means an employee who is employed on the maintenance and servicing of electrical equipment under the supervision of an electrician;

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

(33) "emergency work" means—

(a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, act of God, theft or breakdown of plant, motor vehicle or machinery, must be done without delay;

(b) any work in connection with the loading or unloading of—

(i) trucks or vehicles of the South African Railways and Harbours;

(ii) vehicles used by a cartage contractor in the fulfilment of his contract;

(c) any work in connection with the guarding of premises or property for security reasons during building operations or structural alterations;

(34) "employee" means any person engaged on work for which a minimum rate of pay is prescribed in this Agreement;

(35) "establishment" means the premises wherein or whereon the Industry, as herein defined, is carried on;

(36) "film library counterhand/booking clerk" means an employee employed in a film library and who hires out films and/or cassettes and/or equipment related thereto and/or who takes cash for such orders and/or who takes and replaces films and/or equipment from stock and who performs all clerical work incidental thereto;

(37) "film repairer" means an employee engaged in one or more of the following activities:

- (a) Cleaning, (b) renovating, (c) repairing, (d) waxing of films, and (e) checking and splicing of films;

(20) "toonbankbediener se assistent" 'n werknemer wat by 'n toonbank in 'n skouburg en/of bioskoop eetware en/of verversings en/of ander goedere verkoop;

(21) "toonbankbediener" 'n werknemer wat benewens die pligte van 'n toonbankbediener se assistent, toesig kan hou oor ander personeel;

(22) "dag" 'n tydperk van 24 agtereenvolgende ure, bereken vanaf die tydstip waarop 'n werknemer begin werk;

(23) "besteller" 'n werknemer wat brieve, boodskappe of goedere met 'n kragfiet of driewiel aflewer of vervoer;

(24) "versender" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Goedere in en/of vanaf 'n pakhuis ontvang;

(b) toesig hou oor goedere en dit bymekaar maak en/of verpak;

(c) verpakte goedere nagaan en die massa daarvan meet en/of dit merk en/of adresseer;

(d) klerklike werk in verband met bogenoemde werksaamhede;

(25) "versender-toesighouer" 'n werknemer wat die take van 'n versender kan verrig en daarbenewens oor die werk van 'n versender toesig hou;

(26) "deurwag" 'n werknemer wat verseker dat slegs gemagtigde persone 'n bedryfsinrigting binnegaan en wat teatergangers mag beheer;

(27) "deurwag/portier" 'n werknemer wat verseker dat slegs gemagtigde persone 'n bedryfsinrigting binnegaan en wat teatergangers mag beheer en toesig kan hou oor ander personeel;

(28) "kleder" 'n werknemer wat in die skouburg artieste moet aantrek en die kostumier moet help met die versorging en onderhoud van die klere, kostuums and garderobe;

(29) "motorvoertuigdrywer" 'n werknemer, uitgesonderd 'n besteller, wat 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing omvat die uitdrukking "n motorvoertuig dryf" alle tye wanneer hy dryf en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag daarvan, en alle tye waartydens hy op sy pos moet bly gereed om te dryf;

(30) "elektrisiën" 'n werknemer wat sy vakleerlingskap as 'n elektrisiën moet voltooi het en die houer is van 'n sertifikaat met hierdie strekking, of wat 'n vaardigheidsertifikaat besit wat deur die Registrateur van Vakleerlinge kragtens artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951 (Wet 38 van 1951), aan hom uitgereik is of 'n sertifikaat wat deur genoemde Registrateur kragtens of artikel 2 (7) of artikel 7 (3) van genoemde Wet aan hom uitgereik is, of wat in besit is van 'n sertifikaat wat deur die Raad erken word;

(31) "elektrisiën se assistent" 'n werknemer wat elektriese uitrusting onder toesig van 'n elektrisiën onderhou en versien;

(32) "nooddienste" alle pligte wat weens onvoorsiene omstandighede sonder versuim buite gewone werkure verrig moet word;

(33) "noodwerk"—

(a) alle werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, natuurmag, diefstal of onklaarraking van uitrusting, motorvoertuig of masjinerie, sonder versuim gedoen moet word;

(b) alle werk in verband met die laai of aflaai van—

(i) spoorwaens of voertuie van die Suid-Afrikaanse Spoerweë en Hawens;

(ii) voertuie wat deur 'n karweier gebruik word by die uitvoering van sy kontrak;

(c) alle werk in verband met die bewaking van persele of eiendom, om veiligheidsredes, gedurende bouwersaamhede of strukturele veranderings;

(34) "werknemer" enige persoon wat werk verrig waarvoor 'n minimum loontarief in hierdie Ooreenkoms voorgeskryf word;

(35) "bedryfsinrigting" die perseel waarop of waarin die Bedryf soos hierin omskryf, uitgeoefen word;

(36) "filmtoteek-toonbankbediener/-besprekingsklerk" 'n werknemer wat in 'n filmtoteek werk, wat films en/of kasette en/of verwante uitrusting verhuur en/of kontant vir sodanige bestellings ontvang en/of films en/of uitrusting uit die voorraad neem en vervang en wat alle klerklike werk in verband daarmee verrig;

(37) "rolprentersteller" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

Rolprente: (a) Skoonmaak, (b) opknap, (c) herstel, (d) wakseer, en (e) nagaan en las;

(38) "fitter and turner" means an employee who has completed his apprenticeship as a fitter and turner and is the holder of a certificate as such, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951 (Act 38 of 1951), or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act, or is in possession of a certificate recognised by the Council;

(39) "fitter and turner's assistant" means an employee who assists a fitter and turner;

(40) "flyman" means an employee who raises and lowers scenery in stage productions and theatrical presentations;

(41) "griller" means an employee who is engaged in any one or more of the following activities:

(a) Preparing plain and toasted sandwiches; preparing fresh fruit and/or fruit salads and salads from fresh or prepared vegetables; hamburgers, hot dogs, waffles and pancakes, curry and rice, common pan food and grills; fish and chips; vetkoeks, fish cakes and grilled chickens;

(b) placing such items of food mentioned in paragraph (i) above, and cold prepared salad dressings, plating stews, boiled meats and/or vegetables either in plates or in containers;

(42) "handyman" means an employee, other than a cinematograph machine and sound technician, a fitter and turner, an upholsterer, an electrician or unskilled worker, who is engaged in any one or more of the following activities:

(a) Making minor repairs and/or adjustments to cinema seating and/or fittings;

(b) effecting minor repairs and/or renovations on buildings; and

(c) effecting minor repairs and/or renovations to fixtures and/or fittings on an establishment;

(43) "literature seller" means an employee who sells programmes, magazines and other literature appertaining to the Industry;

(44) "midnight show" means a cinema or theatre performance which commences not earlier than 23h00 and continues after midnight on any day, such midnight shows to be additional performances over and above the normal number of weekly performances of a particular cinema;

(45) "motion picture film editor" means an employee who assembles films from the rough stage to the completed product stage;

(46) "motor vehicle" means any power driven vehicle with an engine capacity exceeding 50 cm³;

(47) "on call" means that an employee is obliged to be available at all times by telephone and/or page boy radio during a period of work;

(48) "packer/wrapper" means an employee engaged in packing and/or wrapping edibles for sale, delivery or despatch;

(49) "poster artist" means an employee engaged in any one or more of the following activities:

Designing, creating and painting advertising displays and/or silk screens;

(50) "poster artist's assistant" means an employee who assists a poster artist;

(51) "property maker" means an employee engaged in any one or more of the following activities:

Designing, making and repairing of theatre and stage props and who is responsible for the safe keeping of the theatre stage props;

(52) "property master" means an employee who supervises the maintenance and/or placement of stage props in position at theatrical performances;

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

(54) "scenic artist" means an employee who designs and/or paints scenery;

(55) "seamstress" means an employee engaged in any one or more of the following activities:

The making, repairing and altering of clothes, costumes, curtains, furnishings and wardrobe for theatre and cinema purposes;

(56) "shift in and out" means any one or more of the following activities:

(a) The moving in and erection of theatrical equipage preceding the presentation of a theatrical performance;

(b) assisting with theatrical equipage during rehearsals;

(c) the dismantling and moving out of theatrical equipage following the closing down of any theatrical show;

(57) "slide artist" means an employee who designs and/or creates and/or makes slides;

(38) "passer en draaier" 'n werknemer wat sy vakleerlingskap as passer en draaier moet voltooi het en die houer is van 'n sertifikaat met hierdie strekking of wat 'n vaardigheidssertifikaat besit wat deur die Registrateur van Vakleerlinge kragtens artikel 6(6) van die Wet op Opleiding van Ambagsmanne, 1951 (Wet 38 van 1951), aan hom uitgereik is, of 'n sertifikaat wat deur genoemde Registrateur kragtens of artikel 2(7) of artikel 7(3) van genoemde Wet aan hom uitgereik is, of wat in besit is van 'n sertifikaat wat deur die Raad erken word;

(39) "passer en draaier se assistent" 'n werknemer wat 'n passer en draaier bystaan;

(40) "vliegwerker" 'n werknemer wat dekor tydens toneelopvoerings en skouburgaanbiedings ophys en laat sak;

(41) "roosterbediener" 'n werknemer wat een of meer van die volgende werkzaamhede verrig:

(a) toebroodjies en roostertoebroodjies berei en/of gaarmaak; vars vrugte en/of vrugteslaie, en slaaië uit vars of bereide groente berei; hamburgers, worsbroodjies, wafels en pannekoek, kerrie en rys, gewone panvoedsel en roostergeregte, vis en skyfies, vetkoek, viskoekies en geroosterde hoenders berei;

(b) sodanige voedselitems, in paragraaf 1 hierbo gesmel, en koue bereide slaaisouse, gestoofde geregte, gekookte vleis en/of groente of in borde of in houers plaas;

(42) "faktotum" 'n werknemer, uitgesonderd 'n rolprentmasjien- en klanktegnikus, 'n passer en draaier, 'n stoffeerd, 'n elektriën of 'n ongeskoold arbeider, wat een of meer van die volgende werkzaamhede verrig:

(a) Geringe herstelwerk en/of verstelwerk aan sitplekke en/of los toebehore van bioskope;

(b) geringe herstelwerk en/of opknapwerk aan geboue; en

(c) geringe herstelwerk en/of opknapwerk aan vaste of los toebehore in 'n bedryfsinrigting;

(43) "leesstofverkoper" 'n werknemer wat programme, tidskrifte en ander leesstof wat op die bedryf betrekking het, verkoop;

(44) "middernavertoning" 'n bioskoop- of skouburgvertoning wat nie voor 23h00 begin nie en na middernag op enige dag voortgesit word; sodanige middernagvertonings moet, bo en behalwe die gewone aantal weeklikse vertonings van 'n bepaalde bioskoop, bykomende vertonings wees;

(45) "rolprentredakteur" 'n werknemer wat 'n samesnit van rolprente maak vanaf die vlugafdrukstadium tot by die finale redaksiestadium;

(46) "motorvoertuig" enige kragaangedrewe voertuig met 'n enjinkapasiteit van meer as 50 cm³;

(47) "beskikbaar" dat 'n werknemer te alle tye per telefoon en/of radiotelefoon gedurende 'n werkperiode bereik moet kan word;

(48) "verpakker/toedraaier" 'n werknemer wat eetgoed vir verkoop, aflevering of versending verpak en/of toedraai;

(49) "plakkaatkunstenaar" 'n werknemer wat een of meer van die volgende werkzaamhede verrig:

Sieradvertenties en/of syskermis ontwerp, skep en skilder;

(50) "plakkaatkunstenaar se assistent" 'n werknemer wat 'n plakkaatkunstenaar help;

(51) "toneelrekvisietemaker" 'n werknemer wat een of meer van die volgende werkzaamhede verrig:

Skouburg- en toneelrekvisiete ontwerp, maak en herstel en verantwoordelik is vir die veilige bewaring van die toneelrekvisiete;

(52) "toneelbaas" 'n werknemer wat toesig hou oor die onderhoud en/of rangskikking van toneelrekvisiete by toneelopvoerings;

(53) "dieselde werkewer" ook enige venootskap, verwante of filialmaatskappy of -firma;

(54) "dekorkunstenaar" 'n werknemer wat dekor ontwerp en/of skilder;

(55) "naaldwerkster" 'n werknemer wat een of meer van die volgende werkzaamhede verrig:

Klere, kostuums, gordyne, toebehore en garderobe vir skouburg- en bioskoopdoeleindes maak, herstel en verstel;

(56) "hantering van toneeluitrusting" een of meer van die volgende werkzaamhede:

(a) Toneeluitrusting vóór die aanbieding van 'n toneelopvoering inbring en oprig;

(b) help met toneeluitrusting gedurende repetisies;

(c) toneeluitrusting na die sluiting van 'n toneelopvoering afbrek en uitneem;

(57) "skyfiekunstenaar" 'n werknemer wat skyfies ontwerp en/of skep en/of maak;

(58) "slide artist's assistants" means any employee who assists a slide artist;

(59) "spread-over" in relation to any employee, means the period in any day reckoned from the time when such employee first commences work until he finally ceases work for that day, and for the purposes of this definition "day" means a period of 24 consecutive hours reckoned from the time of the said commencement of work;

(60) "stage doorkeeper" means an employee who takes charge of the stage door, checks in all persons participating in the stage presentation and who also prevents the admittance of unauthorised persons;

(61) "stage electric" means an employee who under the direction of the electrician handles electrical equipment for stage presentation;

(62) "stage hand" means an employee who handles and/or moves and/or places scenery and effects in position under the direction of the stage mechanist;

(63) "stage mechanist" means an employee who is responsible for the repairing and erection and/or setting up of stage scenery and effects for stage productions, including carpentry;

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

(65) "stand-by duty" means that an employee who is required to present himself for duty at a particular establishment shall remain on duty for the period of work for the purposes of emergency servicing, wherever he may be required;

(66) "storeman salesman assistant" means an employee who assists a storeman salesman supervisor;

(67) "storeman salesman supervisor" means an employee who is engaged in any one or more of the following activities:

Selling, receiving and issuing articles and/or equipage and who is responsible for the stock under his control and who may supervise storemen salesman assistants;

(68) "unskilled worker" means an employee engaged in one or more of the following activities 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 and/or property by day, for not more than eight hours, on any day;

(d) delivering and/or collecting parcels and/or letters and/or messages and/or goods on foot or by means of a bicycle, tricycle or other hand or foot propelled vehicle;

(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 and/or serving tea or similar beverages;

(o) operating hand pumps;

(p) working of curtains at cinema performances;

(q) changing electric globes, and toilet rolls and towels in cloakrooms;

(r) gardening;

(s) operating a pop-corn machine;

(69) "upholsterer" means an employee engaged in any one or more of the following activities:

Cutting material, stuffing covers, making and/or repairing seats, armrests, chair backs, armchairs and couches, and removing, laying out and installing carpets and underfelts, and hanging curtains and drapings;

(70) "upholsterer's assistant" means an employee who assists an upholsterer;

(71) "usher/hostess" means an employee whose main duty is to usher patrons to seats at an establishment;

(72) "usher/hostess supervisor" means an employee who may perform the duties of an usher/hostess and who supervises the duties and activities of an usher/hostess at an establishment;

(58) "skyfiekunstenaar se assistent" 'n werknemer wat 'n skyfiekunstenaar help;

(59) "werkdagindeling," ten opsigte van enige werknemer, die tydperk in enige dag bereken vanaf die tyd wanneer die werknemer eerste begin werk totdat hy vir daardie dag final ophou werk, en vir die toepassing van hierdie omskrywing beteken "dag" 'n tydperk van 24 agtereenvolgende ure bereken vanaf die tydstip waarop genoemde werk 'n aanvang geneem het;

(60) "toneelingangwag" 'n werknemer wat oor die toneelingang toesig hou, alle persone wat aan die verhoogaanbieding deelneem, inlaat, en verhinder dat ongemagtige persone binnegaan;

(61) "toneelelektrisiën" 'n werknemer wat onder toesig van die elektrisiën, elektriese uitrusting vir toneelaanbiedings hanter;

(62) "toneelhelper" 'n werknemer wat dekor en goedere onder toesig van die toneelmeganis, hanteer en/of verskuif en/of in posisie plaas;

(63) "toneelmeganis" 'n werknemer wat verantwoordelik is vir die herstel en oprigting en/of rangskikking van toneeldekor en goedere vir toneelopvoerings, met inbegrip van timmerwerk;

(64) "toneelwerk" die indiensneming van individue in verband met verhoogaanbiedings, hetsy ingelyf by bioskoopvertonings of by toneelopvoerings

(65) "gereedheidsdiens" dat 'n werknemer van wie vereis word om hom by 'n bepaalde bedryfsinrigting vir diens aan te meld, vir die werkperiode op diens moet bly om nooddien te verrig waar sy dienste ook al nodig mag wees;

(66) "pakhuisman-verkoperaassistent" 'n werknemer wat 'n pakhuisman-verkopertoesighouer help;

(67) "pakhuisman-verkopertoesighouer" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

Artikels en/of uitrusting verkoop, ontvang en uitrek en wat verantwoordelik is vir die voorraad onder sy beheer en wat toesig kan hou oor die pakhuisman-verkoperaassistent;

(68) "ongeskoolde werker" 'n werknemer wat een of meer van die volgende werksaamhede in 'n bedryfsinrigting verrig:

(a) Persele, werkinkels, skouburge of bioskope, masjinerie, implemente, gereedskap, voertuie en ander artikels skoonmaak;

(b) brandstof na stoomketels dra af daaroor voer en as verwyder;

(c) persele en/of eiendom bedags vir hoogstens agt uur per dag bewaak;

(d) pakkette en/of brieke en/of boodskappe en/of goedere te voet of met 'n fiets, driewiel of ander hand- of voetaangedrewe voertuig aflewer en/of afhaal;

(e) plakkate, stilfoto's en ander advertensiemateriaal omruil;

(f) pakkette toedraai, goedere dra, verskuif, opstapel of uitpak;

(g) latrines, buitegeboue en derglike geboue of strukture awfuit;

(h) laai of aflaai;

(i) lere, toue of tydelike strukture vashou;

(j) dagha, beton, klip of bitumen met die hand meng en met 'n hark, skopgraaf, vurk of heg strooi;

(k) kiste, bale, sakke of ander houers op pakkette merk, brandmerk, sjabloneer of etikette daaraan vasmaak;

(l) masjinerie wat stilstaan, olie of smeer;

(m) gereedskap, uitrusting, skroewe, spykers, hout, bord of seil dra en aange;

(n) tee of dergelike dranke maak en/of bedien;

(o) handpompe bedien;

(p) gordyne tydens bioskoopvertonings hanter;

(q) elektriese gloeilampe en, toiletpapier en handdoeke in kleekamers omruil;

(r) tuinwerk verrig;

(s) 'n springmieliesmajien bedien;

(69) "stoffeeder" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

Materiaal sny, oortreksels opstop, sitplekke, armleunings, stoelruglenings, leunstoele en rusbanke maak en/of herstel, tapyte en ondervilt verwyder, uitsprei en installeer en gordyne en draperings ophang;

(70) "stoffeeder se assistent" 'n werknemer wat 'n stoffeeder bystand;

(71) "plekaanwyser/gasvrou" 'n werknemer wie se vernaamste plig is om plekke aan te tergangers in 'n bedryfsinrigting aan te wys;

(72) "plekaanwyser/gasvrou-toesighouer" 'n werknemer wat die pligte van 'n plekaanwyser/gasvrou kan verrig en wat toesig hou oor die pligte en werksaamhede van 'n plekaanwyser/gasvrou in 'n bedryfsinrigting;

(73) "usher/hostess/vendor/counterhand assistant" means an employee whose main duty is to usher, but who in addition vends and sells edibles, beverages and literature appertaining to the Industry;

(74) "wage" means the amount of money payable to an employee in terms of clause 4 in respect of his ordinary hours of work as prescribed in clause 6: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, it means such higher amount;

(75) "waiter" means an employee who is engaged for the purpose of serving patrons, to answer calls and/or to perform such other services for the comfort and convenience of patrons;

(76) "wardrobe mistress" means an employee who is responsible for one or more of the following activities:

The care, maintenance, repair, cleaning and storing of the clothes and costumes used in theatrical productions;

(77) "wardrobe mistress supervisor" means an employee engaged in one or more of the following activities:

The design and control of the making of clothes and costumes used in the Industry, and who may supervise the duties of a wardrobe mistress;

(78) "watchman" means an employee, other than an unskilled worker, who is engaged in guarding premises or other immovable or movable property;

(79) "week", in relation to any employee, means the period of seven days within which the working week of that employee ordinarily falls.

(B) For the purpose of this Agreement an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

4.—WAGES

(1) (a) Subject to the provisions of paragraph (b), the minimum wages which shall be paid to and accepted by each employee shall be as set out hereunder:

WAGE SCHEDULE

(73) "plekaanwyser / gasvrou / verkoper / toonbankbediener-assistent" 'n werknemer wie se vernaamste plig is om plekke aan te wys, maar wat daarbenewens eetgoed, dranke en leesstof wat op die Bedryf betrekking het, verkoop;

(74) "loon" die bedrag betaalbaar aan 'n werknemer ingevolge klosule 4 vir sy gewone werkure soos in klosule 6 voorgeskryf: Met dien verstande dat as 'n werkgewer 'n werknemer gereeld 'n hoër bedrag, as dié in klosule 4 voorgeskryf, vir sodanige gewone werkure betaal, dit sodanige hoër bedrag beteken;

(75) "kelner" 'n werknemer wat in diens geneem word om teatergangers te bedien, om oproepe te beantwoord en/of sodanige ander dienste vir die gerief en gemak van teatergangers te verrig;

(76) "kostumier" 'n werknemer wat vir een of meer van die volgende werksaamhede verantwoordelik is:

Die versorging, onderhoud, herstel, skoonmaak en berging van die klere en kostuums wat in toneelopvoerings gebruik word;

(77) "kostumier-toesighouer" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

Klere en kostuums wat in die Bedryf gebruik word, ontwerp en beheer oor die maak daarvan uitoefen, en wat toesig kan hou oor die pligte van 'n kostumier;

(78) "wag" 'n werknemer, uitgesonderd 'n ongeskoolde arbeider, wat persele of ander vaste of roerende eiendom bewaak;

(79) "week", met betrekking tot enige werknemer, die periode van sewe dae waarin die werkweek van daardie werknemer gewoonlik val.

(B) Vir die toepassing van hierdie Ooreenkoms moet 'n werknemer geag word in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik in diens is.

4.—LONE

(1) (a) Behoudens paragraaf (b), is die minimum lone wat aan elke werknemer betaal en deur hom aanvaar moet word, soos hieronder uiteengesit:

Classes of employees	Minimum wages					
	Area A			Area B		
	Per hour	Per week	Per month	Per hour	Per week	Per month
	R	R	R	R	R	R
1. Caller:						
Male..	0,41	18,04	78,11	0,35	15,40	66,68
Female.....	0,37	16,28	70,49	0,31	13,64	59,06
2. Car checker.....	0,51	22,44	97,17	0,45	19,80	85,73
3. Car checker/vendor.....	0,52	22,88	99,07	0,48	21,12	91,45
4. Car checker/vendor/counterhand.....	0,52	22,88	99,07	0,44	19,36	83,83
5. Cashier.....	0,63	27,72	120,03	0,61	26,84	116,22
6. Cashier (advance booking).....	0,95	41,80	180,99	0,86	37,84	163,85
7. Cashier (rack or book).....	0,75	33,00	142,89	0,64	28,16	121,93
8. Cashier (roll and/or zigzag tickets).....	0,63	27,72	120,03	0,61	26,84	116,22
9. Cashier supervisor.....	1,15	50,60	219,10	0,98	43,12	186,71
10. Cinema assistant:						
Male..	0,41	18,04	78,11	0,35	15,40	66,68
Female.....	0,37	16,28	70,49	0,31	13,64	59,06
11. Cinematograph machine and sound technician:						
First year.....	0,46	20,24	87,64	0,40	17,60	76,21
Second year.....	0,53	23,32	100,98	0,48	21,12	91,45
Third year.....	0,78	34,32	148,61	0,69	30,36	131,46
Thereafter.....	1,30	57,20	247,68	1,19	52,36	226,72
12. Cloakroom attendant.....	0,39	17,16	74,30	0,36	15,84	68,59
13. Continuity employee.....	0,65	28,60	123,84	0,55	24,20	104,79
14. Counterhand.....	0,80	35,20	152,42	0,68	29,92	129,55
15. Counterhand assistant.....	0,45	19,80	85,73	0,38	16,72	72,40
16. Delivery employee.....	0,40	17,60	76,21	0,34	14,96	64,78
17. Despatcher:						
First year.....	0,63	27,72	120,03	0,59	25,96	112,41
Second year.....	0,75	33,00	142,89	0,69	30,36	131,45
Third year.....	0,86	37,84	163,85	0,79	34,76	150,51
Thereafter.....	0,97	42,68	184,80	0,87	38,28	165,75
18. Despatcher supervisor head.....	1,11	48,84	211,48	0,95	41,80	180,99
19. Doorman.....	0,50	22,00	95,26	0,46	20,24	87,64
20. Doorman/commissionnaire.....	0,90	39,60	171,47	0,77	33,88	146,70
21. Dresser.....	0,75	33,00	142,89	0,69	30,36	131,45
22. Driver of motor vehicle the unladen mass of which together with the unladen mass of any trailers drawn by such vehicle—						
(a) does not exceed 1 300 kg.....	0,51	22,44	97,16	0,51	22,44	97,16
(b) exceeds 1 300 kg but does not exceed 2 722 kg.....	0,56	26,64	106,69	0,51	22,44	97,16
(c) exceeds 2 722 kg.....	0,75	33,00	149,89	0,75	33,00	142,89
23. Electrician.....	1,26	55,44	240,06	1,18	51,92	224,81

WAGE SCHEDULE

Classes of employees	Minimum wages					
	Area A			Area B		
	Per hour	Per week	Per month	Per hour	Per week	Per month
24. Electrician's assistant.....	R 0,63	R 27,72	R 120,03	R 0,59	R 25,96	R 112,41
25. Film library counterhand/booking clerk.....	R 0,70	R 30,80	R 133,36	R 0,60	R 26,40	R 114,31
26. Film repairer.....	R 0,42	R 18,48	R 80,02	R 0,40	R 17,60	R 76,20
27. Fitter and turner.....	R 1,26	R 55,44	R 240,06	R 1,18	R 51,92	R 224,81
28. Fitter and turner's assistant.....	R 0,63	R 27,72	R 120,03	R 0,54	R 23,76	R 102,88
29. Flyman.....	R 0,61	R 26,84	R 116,22	R 0,56	R 24,64	R 106,69
30. Griller:						
Male.....	R 0,41	R 18,04	R 78,11	R 0,35	R 15,40	R 66,68
Female.....	R 0,37	R 16,28	R 70,49	R 0,31	R 13,64	R 59,06
31. Handyman.....	R 0,70	R 30,80	R 133,36	R 0,60	R 26,40	R 114,31
32. Literature seller.....	R 0,43	R 18,92	R 81,92	R 0,37	R 16,28	R 70,49
33. Motion picture film editor.....	R 0,68	R 29,92	R 129,55	R 0,58	R 25,52	R 110,50
34. Packer/wrapper:						
Male.....	R 0,40	R 17,60	R 76,21	R 0,34	R 14,96	R 64,78
Female.....	R 0,36	R 15,84	R 68,59	R 0,31	R 13,64	R 59,06
35. Poster artist.....	R 1,26	R 55,44	R 240,06	R 1,18	R 51,92	R 224,81
36. Poster artist's assistant.....	R 0,49	R 21,56	R 93,35	R 0,45	R 19,80	R 85,73
37. Property maker.....	R 1,26	R 55,44	R 240,06	R 1,18	R 51,92	R 224,81
38. Property master.....	R 0,75	R 33,00	R 142,89	R 0,64	R 28,16	R 121,93
39. Scenic artist.....	R 1,26	R 55,44	R 240,06	R 1,18	R 51,92	R 224,81
40. Seamstress.....	R 0,50	R 22,00	R 95,26	R 0,45	R 19,80	R 85,73
41. Slide artist.....	R 0,54	R 23,76	R 102,88	R 0,49	R 21,56	R 93,35
42. Slide artist's assistant.....	R 0,37	R 16,28	R 70,49	R 0,34	R 14,96	R 64,78
43. Stage doorkeeper.....	R 0,75	R 33,00	R 142,89	R 0,69	R 30,36	R 131,46
44. Stage electrix.....	R 0,75	R 33,00	R 142,89	R 0,69	R 30,36	R 131,46
45. Stage hand.....	R 0,75	R 33,00	R 142,89	R 0,69	R 30,36	R 131,46
46. Stage mechanist.....	R 1,26	R 55,44	R 240,06	R 1,18	R 51,92	R 224,81
47. Storeman salesman assistant.....	R 0,56	R 24,64	R 106,69	R 0,54	R 23,76	R 102,88
48. Storeman salesman supervisor head.....	R 1,12	R 49,28	R 213,38	R 1,00	R 44,00	R 190,52
49. Unskilled worker:						
Male.....	R 0,38	R 16,72	R 72,40	R 0,32	R 14,08	R 60,97
Female.....	R 0,32	R 14,08	R 60,97	R 0,27	R 11,88	R 51,44
50. Upholsterer.....	R 1,26	R 55,44	R 240,06	R 1,18	R 51,92	R 224,81
51. Upholsterer's assistant.....	R 0,63	R 27,72	R 120,03	R 0,54	R 23,76	R 102,88
52. Usher/hostess.....	R 0,41	R 18,04	R 78,11	R 0,35	R 15,40	R 66,68
53. Usher/hostess supervisor head.....	R 0,60	R 26,40	R 114,31	R 0,56	R 24,64	R 106,69
54. Usher/hostess/vendor/counterhand assistant.....	R 0,45	R 19,80	R 85,73	R 0,42	R 18,48	R 80,02
55. Waiter.....	R 0,41	R 18,04	R 78,11	R 0,35	R 15,40	R 66,68
56. Wardrobe mistress.....	R 0,63	R 27,72	R 120,03	R 0,58	R 25,52	R 110,50
57. Wardrobe mistress supervisor head.....	R 1,26	R 55,44	R 240,06	R 1,18	R 51,92	R 224,81
58. Watchman.....	R 0,27	R 19,44	R 84,18	R 0,23	R 16,56	R 71,70

LOONSTAAT

Klasse werknemers	Minimum lone					
	Gebied A			Gebied B		
	Per uur	Per week	Per maand	Per uur	Per week	Per maand
1. Uitroeper:						
Man.....	R 0,41	R 18,04	R 78,11	R 0,35	R 15,40	R 66,68
Vrou.....	R 0,37	R 16,28	R 70,49	R 0,31	R 13,64	R 59,06
2. Motorkontroleur.....	R 0,51	R 22,44	R 97,17	R 0,45	R 19,80	R 85,73
3. Motorkoñroleur/verkoper.....	R 0,52	R 22,88	R 99,07	R 0,48	R 21,12	R 91,45
4. Motorkontroleur/verkoper/toonbankbediener.....	R 0,52	R 22,88	R 99,07	R 0,44	R 19,36	R 83,83
5. Kassier.....	R 0,63	R 27,72	R 120,03	R 0,61	R 26,84	R 116,22
6. Kassier (vooruitbespreking).....	R 0,95	R 41,80	R 180,99	R 0,86	R 37,84	R 163,85
7. Kassier (rak- of boekkaartjies).....	R 0,75	R 33,00	R 142,89	R 0,64	R 28,16	R 121,93
8. Kassier (rol- en/of sigsagkaartjies).....	R 0,63	R 27,72	R 120,03	R 0,61	R 26,84	R 116,22
9. Kassier-toesighouer.....	R 1,15	R 50,60	R 219,10	R 0,98	R 43,12	R 186,71
10. Bioskoopassistent:						
Man.....	R 0,41	R 18,04	R 78,11	R 0,35	R 15,40	R 66,68
Vrou.....	R 0,37	R 16,28	R 70,49	R 0,31	R 13,64	R 59,06
11. Rolprentmasjien- en klanktegnikus:						
Eerste jaar.....	R 0,46	R 20,24	R 87,64	R 0,40	R 17,60	R 76,21
Tweede jaar.....	R 0,53	R 23,32	R 100,98	R 0,48	R 21,12	R 91,45
Derde jaar.....	R 0,78	R 34,32	R 148,61	R 0,69	R 30,36	R 131,46
Daarna.....	R 1,30	R 57,20	R 247,68	R 1,19	R 52,36	R 226,72
12. Kleedkameropsigter.....	R 0,39	R 17,16	R 74,30	R 0,36	R 15,84	R 68,59
13. Kontinuiteitswerknemer.....	R 0,65	R 28,60	R 123,84	R 0,55	R 24,20	R 104,79
14. Toonbankbediener.....	R 0,80	R 35,20	R 152,42	R 0,68	R 29,92	R 129,55
15. Toonbankbediener se assistent.....	R 0,45	R 19,80	R 85,73	R 0,38	R 16,72	R 72,40
16. Besteller.....	R 0,40	R 17,60	R 76,21	R 0,34	R 14,96	R 64,78

LOONSTAAT

Klasse werknemers	Minimum lone					
	Gebied A			Gebied B		
	Per uur	Per week	Per maand	Per uur	Per week	Per maand
R	R	R	R	R	R	R
17. Versender:						
Eerste jaar.....	0,63	27,72	120,03	0,59	25,96	112,41
Tweede jaar.....	0,75	33,00	142,89	0,69	30,36	131,45
Derde jaar.....	0,86	37,84	163,85	0,79	34,76	150,51
Daarna.....	0,97	42,68	184,80	0,87	38,28	165,75
18. Versender-toesighouer.....	1,11	48,84	211,48	0,95	41,80	180,99
19. Deurwag.....	0,50	22,00	95,26	0,46	20,24	87,64
20. Deurwag/portier.....	0,90	39,60	171,47	0,77	33,88	146,70
21. Kleder.....	0,75	33,00	142,89	0,69	30,36	131,45
22. Drywer van 'n motorvoertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwaens wat deur sodanige voertuig getrek word—						
(a) hoogstens 1 300 kg is.....	0,51	22,44	97,16	0,51	22,44	97,16
(b) meer as 1 300 kg maar hoogstens 2 722 kg is.....	0,56	26,64	106,69	0,51	22,44	97,16
(c) meer as 2 722 kg is.....	0,75	33,00	149,89	0,75	33,00	142,89
23. Elektrisiën.....	1,26	55,44	240,06	1,18	51,92	224,81
24. Elektrisiën se assistent.....	0,63	27,72	120,03	0,59	25,96	112,41
25. Filmtoek/toonbankbediener/-besprekingsklerk.....	0,70	30,80	133,36	0,60	26,40	114,31
26. Rolprenthersteller.....	0,42	18,48	80,02	0,40	17,60	76,20
27. Passer en draaier.....	1,26	55,44	240,06	1,18	51,92	224,81
28. Passer en draaier se assistent.....	0,63	27,72	120,03	0,54	23,76	102,88
29. Vliegwerker.....	0,61	26,84	116,22	0,56	24,64	106,69
30. Roosterbediener:						
Man.....	0,41	18,04	78,11	0,35	15,40	66,68
Vrou.....	0,37	16,28	70,49	0,31	13,64	59,06
31. Faktotum.....	0,70	30,80	133,36	0,60	26,40	114,31
32. Leesstoofverkoper.....	0,43	18,92	81,92	0,37	16,28	70,49
33. Rolprentredakteur.....	0,68	29,92	129,55	0,58	25,52	110,50
34. Verpakker/toedraaier:						
Man.....	0,40	17,60	76,21	0,34	14,96	64,78
Vrou.....	0,36	15,84	68,59	0,31	13,64	59,06
35. Plakkaatkunstenaar.....	1,26	55,44	240,06	1,18	51,92	224,81
36. Plakkaatkunstenaar se assistent.....	0,49	21,56	93,35	0,45	19,80	85,73
37. Toneelrekwietsiemaker.....	1,26	55,44	240,06	1,18	51,92	224,81
38. Toneelbaas.....	0,75	33,00	142,89	0,64	28,16	121,93
39. Dekorkunstenaar.....	1,26	55,44	240,06	1,18	51,92	224,81
40. Naaldwerkster.....	0,50	22,00	95,26	0,45	19,80	85,73
41. Skyfiekunstenaar.....	0,54	23,76	102,88	0,49	21,56	93,35
42. Skyfiekunstenaar se assistent.....	0,37	16,28	70,49	0,34	14,96	64,78
43. Toneelingangwag.....	0,75	33,00	142,89	0,69	30,36	131,46
44. Toneelelektrisiën.....	0,75	33,00	142,89	0,69	30,36	131,46
45. Toneelhelper.....	0,75	33,00	142,89	0,69	30,36	131,46
46. Toneelmeganis.....	1,26	55,44	240,06	1,18	51,92	224,81
47. Pakhuisman-verkoper-assistent.....	0,56	24,64	106,69	0,54	23,76	102,88
48. Pakhuisman-verkoper-toesighouer.....	1,12	49,28	213,38	1,00	44,00	190,52
49. Ongeskoolde werker:						
Man.....	0,38	16,72	72,40	0,32	14,08	60,97
Vrou.....	0,32	14,08	60,97	0,27	11,88	51,44
50. Stoffeerdery.....	1,26	55,44	240,06	1,18	51,92	224,81
51. Stoffeerdery se assistent.....	0,63	27,72	120,03	0,54	23,76	102,88
52. Plekaanwyser/gasvrou.....	0,41	18,04	78,11	0,35	15,40	66,68
53. Plekaanwyser/gasvrou-toesighouer.....	0,60	26,40	114,31	0,56	24,64	106,69
54. Plekaanwyser/gasvrou/toonbankbediener-assistent.....	0,45	19,80	85,73	0,42	18,48	80,02
55. Kelner.....	0,41	18,04	78,11	0,35	15,40	66,68
56. Kostumier.....	0,63	27,72	120,03	0,58	25,52	110,50
57. Kostumier-toesighouer.....	1,26	55,44	240,06	1,18	51,92	224,81
58. Wag.....	0,27	19,44	84,18	0,23	16,56	71,70

(b) (i) A minimum of three hours' pay shall be paid to employees for work performed during each work period for three hours or less.

(ii) Should an employee in any week work less than the minimum prescribed hours of work, such employee shall be entitled to payment of wages for the hours actually worked at the hourly rate prescribed for such an employee.

(iii) No employer shall reduce the wages of an employee who, prior to the date on which 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 in the same job as defined herein: Provided that this shall not apply—

(aa) in the case of an employee holding a temporary appointment reverting to his former employment;

(ab) to an employee who agrees in writing to transfer to an employee class which provides for a lower wage.

(b) (i) 'n Minimum van drie uur se besoldiging moet betaal word aan werknemers vir werk wat gedurende elke werksperiode vir drie uur of minder as drie uur verrig word.

(ii) Indien 'n werknemer in 'n bepaalde week minder as die minimum voorgeskrewe werkure werk, is sodanige werknemer geregtig op betaling van 'n loon vir die ure werlik gewerk teen die uurskalf voorgeskryf vir sodanige werknemer.

(iii) Geen werkgewer mag die loon verminder van 'n werknemer wat voor die datum waarop hierdie Ooreenkoms in werking tree of daarne, 'n hoër loon betaal word as die minimum voorgeskryf in hierdie Ooreenkoms, so lank hy voortgaan om in diens te bly van dieselfde werkgewer in dieselfde werk soos hier omskryf: Met dien verstande dat dit nie van toepassing is nie—

(aa) in die geval van 'n werknemer wat 'n aanstelling tydelik bekleé en later na sy vorige werk terugkeer;

(ab) op 'n werknemer wat skriftelik instem om oorgeplaa te word na 'n werknemersklas wat vir 'n laer loon voorsiening maak.

(2) *Basis of contract.*—(a) For the purposes of this clause, the contract of employment of an employee, other than a casual employee, shall be on a weekly basis.

(b) Nothing in this Agreement shall be so construed as to prevent any employee from performing work in a class for which a wage equal to or less is prescribed, than that prescribed for the employee.

(3) *Differential wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the total on any day, either in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in subclause (1) shall pay to such employee not less than the hourly wage calculated at the higher rate for the hours worked in the higher job on that day: Provided that the provisions of this subclause shall not apply where the difference between the classes in terms of subclause (1) is based on age or sex.

(4) *Transfer allowances and travelling expenses.*—(a) An employee may be transferred by an 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:

(i) If possible, reasonable notice of any such transfer shall be given to the employee;

(ii) if a transfer is immediate or without reasonable notice, the employer shall arrange and provide accommodation until such time as the transfer becomes permanent; and

(iii) the employer shall pay 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.

(b) No wages or other remuneration shall be paid for time spent in travelling to or from work or whilst travelling on tour outside normal working hours, other than hereinafter provided:

(i) 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: Provided that if he has to travel on a Sunday or statutory public holiday to a place 200 km or more from the town where he is normally employed, he shall be paid a special allowance of R5 on that day;

(ii) an employee who is called upon to act as a relieving hand at, or who is temporarily seconded to any establishment 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 seconded; and

(iii) employees on tour, who are unable to return home daily shall be paid, in addition to the payment of their fares, a subsistence allowance at the end of each week at the rate of R5 per day, excepting unskilled workers, who shall be paid at the rate of R2,50 per day.

(c) (i) An employee, other than an unskilled worker, who travels by train shall be supplied with first-class train accommodation;

(ii) an unskilled worker who travels by train shall be supplied with second-class accommodation.

(d) Any allowances and expenses payable to an employee in terms of paragraphs (a), (iii) and (b), (i) and (ii) shall be paid by an employer within 14 days of the employee's written claim thereof: Provided that an employee shall submit any such claim within 21 days of entitlement.

5.—PAYMENT OF REMUNERATION

(1) (a) *Employees other than casual employees.*—Except as provided in clauses 4 and 10, any amount due to an employee shall be paid either weekly or monthly in cash or by uncrossed cheque during the hours of work on the usual pay-day of the establishment for such employees: Provided that, in the case of an organisation having a central pay-roll system, should employment terminate before the usual pay-day and such termination was subject to one day's notice only, any amount due to an employee shall be paid within four days of the date of termination.

(b) Every employee shall be given a statement on payment showing the period to which the payment relates, his total earnings, ordinary time, overtime, Sunday and public holiday pay, allowances and deductions: Provided that information in respect of time need not be furnished in the case of employees in receipt of a basic salary of R300 or more per month.

(2) *Kontrakgrondslag.*—(a) Vir die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag wees.

(b) Niks in hierdie Ooreenkoms moet so vertolk word dat dit 'n werknemer verhinder om werk te verrig in 'n klas waarvoor 'n loon voorgeskryf word wat gelyk is aan, of minder is as dié wat vir die werknemer voorgeskryf is nie.

(3) *Differensiële loon.*—'n Werkewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam een uur op 'n dag, hetsy benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié van sy eie klas in subklousule (1) voorgeskryf word, moet daardie werknemer vir daardie dag minstens die uurloon betaal, bereken teen die hoër skaal vir die ure op daardie dag gewerk in die ander hoër besoldigde klas werk: Met dien verstande dat hierdie subklousule nie van toepassing is nie wanneer die verskil tussen die klasse ingevolge subklousule (1) op ouderdom of geslag berus.

(4) *Verplasingsstoelaes en reiskoste.*—(a) 'n Werkewer kan 'n werknemer van een bedryfsinrigting na 'n ander verplaas: Met dien verstande dat as die bedryfsinrigting waarheen die werknemer verplaas word, in 'n ander dorp is en 'n verandering van woonplek nodig maak, die volgende voorwaardes van toepassing is:

(i) Indien moontlik, moet 'n werknemer 'n redelike tyd vooraf kennis gegee word van so 'n verplasing;

(ii) as 'n verplasing onmiddellik of sonder redelike kennisgewing geskied, moet die werkewer huisvesting reël en verskaf totdat die verplasing permanent word; en

(iii) die werkewer moet alle bykomende uitgawes betaal wat die werknemer en sy gesin redelikerwyse aangaan en wat voortspruit uit 'n verplasing, soos treinkaartjies, etes en bedgeodoen op treine, die koste van die verpakking en vervoer van meubels en huisraad.

(b) Geen lone of ander besoldiging moet betaal word nie vir tyd wat in beslag geneem word deur na en van die werk te reis nie of terwyl die werknemer buite gewone werkure op toer is, uitgesonderd die volgende:

(i) Benewens sy gewone besoldiging moet alle reiskoste betaal word aan 'n werknemer van wie vereis word om buite die dorp te werk waar hy gewoonlik werk: Met dien verstande dat as hy op 'n Sondag of statutêre openbare vakansiedag na 'n plek moet reis 200 km of meer vanaf die dorp waar hy gewoonlik werk, hy 'n spesiale toelae van R5 op daardie dag betaal moet word;

(ii) 'n werknemer van wie vereis word om af te los by of wat tydelik afgestaan word aan 'n ander bedryfsinrigting as dié waar hy gewoonlik werk, moet terugbetaling ontvang vir alle bykomende koste wat redelickerwyse deur hom aangegaan is terwyl hy aldus afgelos het of afgestaan is; en

(iii) werknemers op toer wat nie elke dag na hul huis kan terugkeer nie moet, benewens betaling van hul reisgeld, 'n verblyfteloae van R5 per dag aan die einde van elke week ontvang, uitgesonderd ongeskoolde arbeiders, aan wie R2,50 per dag betaal moet word.

(c) (i) 'n Werknemer, uitgesonderd 'n ongeskoolde werker, wat per trein reis, moet van eersteklasakkommodesie op treine voorsien word;

(ii) 'n ongeskoolde werker wat per trein reis, moet van tweedeklasakkommodesie voorsien word.

(d) Alle toelaes en uitgawes wat ingevolge paragraue (a) (iii) en (b) (i) en (ii) aan 'n werknemer betaalbaar is, moet binne 14 dae nadat die werknemer 'n skriftelike eis daarom ingestel het, deur die werkewer betaal word: Met dien verstande dat 'n werknemer enige sodanige eis moet indien binne 21 dae nadat hy daarop geregtig is.

5.—BETALING VAN BESOLDIGING

(1) (a) *Werknemers uitgesonderd los werknemers.*—Behoudens klousules 4 en 10, moet alle bedrae wat aan 'n werknemer veruskuldig is, of weekliks of maandeliks in kontant of per ongekruiste tjeuk gedurende die werkure op die gewone betaaldag van die bedryfsinrigtings vir so 'n werknemer betaal word: Met dien verstande dat, as diens, in die geval van 'n organisasie met 'n sentrale loonstaatsel, voor die gewone betaaldag beëindig word, en sodanige beëindiging slegs aan een dag kennigewing onderworpe was, alle bedrae wat aan 'n werknemer veruskuldig is binne vier dae na die datum van beëindiging betaal moet word.

(b) Aan elke werknemer moet daar by betaling 'n staat gegee word wat die tydperk aandui waarop die betaling betrekking het, sy totale verdienste, betaling vir gewone tyd, betaling vir oortydwerk, betaling vir Sondae en openbare vakansiedae, toelaes en aftrekings: Met dien verstande dat inligting in verband met tyd nie verstrek hoof te word nie in die geval van werknemers wat 'n basiese salaris van R300 of meer per maand ontvang.

(2) *Casual employees.*—(a) With the consent of the employee, an employer shall pay a casual employee either daily, weekly or monthly.

(b) On termination of employment all remuneration due to a casual employee shall be immediately due and payable.

(3) *Premiums.*—No payment shall be made to or accepted by the employer, either directly or indirectly, in respect of the employment or training of an employee: Provided that this sub-clause shall not apply in respect of training schemes to which the employer is legally required to contribute.

(4) *Purchase of goods.*—The employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.

(5) *Board and lodging.*—Except as provided in the Bantu (Urban Areas) Consolidation Act, Act 25 of 1945, the employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

(6) *Deductions from remuneration.*—An employer shall not levy any fines against his employee, nor shall he make any deductions, whether directly or indirectly, from his employee's remuneration: Provided that he may make the following deductions:

(a) *Unauthorised absence.*—Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instruction or at the request of his employer, a deduction may be made from his earnings which is proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work, at the time of such absence.

(b) *Court orders.*—A deduction of any amount which the employer is legally or by order of any competent court required or permitted to make, shall be made from an employee's remuneration.

(c) *Board and lodging with the employer.*—Whenever an employee agrees, or is required in terms of the Bantu (Urban Areas) Consolidation Act, Act 25 of 1945, to accept board or lodging or board and lodging with the employer, a deduction may be made from an employee's remuneration not exceeding the amount specified hereunder:

	<i>Per week</i>	<i>Per month</i>
	R	R
(i) Board.....	2,00	8,67
(ii) Lodging.....	1,00	4,33
(iii) Board and lodging.....	3,00	13,00

(d) *Rent.*—With the written consent of an employee, a deduction may be made from the employee's remuneration of any amount which the employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any township under the control of such council or other local authority.

(e) *Trade Union and Industrial Council Fees.*—Deductions for—

(i) trade union entrance fees, monthly subscriptions and levies, with the employee's consent;

(ii) employee's contributions to the Industrial Council.

(f) *Other specified deductions.*—With the written consent of the employee, an employer may make any one or more of the following deductions:

(i) Deductions for holiday, sick benefit, insurance, savings, provident and pension funds;

(ii) welfare donations to organisations registered in terms of the Welfare Organisation Act, Act 4 of 1947;

(iii) staff social club contributions which includes contributions to staff presentation funds, Christmas Tree funds, and Christmas party or dance funds;

(iv) loans—any amount advanced to an employee in respect of housing loans and/or advances in respect of medical expenses and/or the purchase of expensive personal items: Provided that such deduction does not exceed one third of the employee's remuneration.

(7) *Liability.*—Cashiers shall be personally responsible for their cash floats and all moneys received by them from the sales of tickets. Cashiers shall further be responsible for the tickets issued to them and shall make good any deficiency in respect of money or tickets: Provided that—

(i) when cash and/or tickets have been handed over to, signed for and accepted as correct by the employers or their authorised representatives, the responsibility of the cashier shall cease;

(2) *Los werkneemers.*—(a) 'n Werknemer kan, met die werkneemers se toestemming, 'n los werkneemers daagliks, weekliks of maandeliks betaal.

(b) By diensbeëindiging moet alle besoldiging wat aan 'n los werkneemers verskuldig is, onmiddellik betaal word.

(3) *Premies.*—Geen bedrag mag regstreeks of onregstreeks aan die werkgever vir die indiensneming of opleiding van 'n werkneemers betaal word nie: Met dien verstande dat hierdie subklousule nie van toepassing is op opleidingskemas waartoe die werkgever regtens verplig is om by te dra nie.

(4) *Koop van goedere.*—Die werkgever mag nie van sy werkneemers vereis om enige goedere van hom of van 'n winkel, plek of persoon deur hom aangewys, te koop nie.

(5) *Kos en inwoning.*—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, Wet 25 van 1945, mag die werkgever nie van sy werkneemers vereis om kos of inwoning of kos en inwoning by hom of by 'n persoon of plek deur hom aangewys, aan te neem nie.

(6) *Aftrekking van besoldiging.*—'n Werkgever mag sy werkneemers geen boetes ople of enige bedrae, hetsy regstreeks of onregstreeks, van sy werkneemers se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

(a) *Ongemagtigde afwesigheid.*—Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werkneemers om 'n ander rede as op las of op versoek van sy werkgever van die werk afwesig is, kan 'n bedrag van sy inkoms afgetrek word in verhouding tot die typerk van sy afwesigheid en bereken op die grondslag van die loon wat so 'n werkneemers ten tye van sodanige afwesigheid vir sy gewone werkure ontvang het.

(b) *Hofbevele.*—'n Bedrag wat die werkgever regtens of ingevolge of kragtens 'n bevel van 'n bevoegde hof moet of mag aftrek, moet van 'n werkneemers se besoldiging afgetrek word.

(c) *Kos en inwoning by die werkgever.*—Wanneer 'n werkneemers daar toe instem of daar ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, Wet 25 van 1945, van hom vereis word om kos of inwoning of kos en inwoning van die werkgever aan te neem, kan hoogstens die volgende bedrae van 'n werkneemers se besoldiging afgetrek word:

	<i>Per week</i>	<i>Per maand</i>
	R	R
(i) Kos.....	2,00	8,67
(ii) Inwoning.....	1,00	4,33
(iii) Kos en inwoning.....	3,00	13,00

(d) *Huurgeld.*—Met die skriftelike toestemming van 'n werkneemers kan enige bedrag van die werkneemers se besoldiging afgetrek word wat die werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het vir die huur van 'n huis of akkommodasie in 'n hostel wat deur so 'n werkneemers bewoon word in 'n dorpsgebied onder die beheer van so 'n raad of ander plaaslike bestuur.

(e) *Vakvereniging- en Nywerheidsraadgeld.*—Aftrekking vir—

(i) vakvereniging se intreegeld, maandelikse bydraes tot en heffings deur vakvereniging, met die werkneemers se toestemming;

(ii) werkneemers se bydraes tot die Nywerheidsraad.

(f) *Ander gespesifieerde aftrekking.*—Met die skriftelike toestemming van die werkneemers kan 'n werkgever een of meer van die volgende bedrae aftrek:

(i) bedrae vir vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- en pensioenfondse;

(ii) welsyndonasies aan organisasies wat ingevolge die Wet op Welsynorganisasies, Wet 4 van 1947, geregistreer is;

(iii) bydraes tot personeel se sosiale klubs wat bydraes tot personeelgeskenkfondse, Kersboomfondse en Kersparty- of dansfondse insluit; en

(iv) lenings—alle bedrae ten opsigte van huislenings aan 'n werkneemers voorgeskei en/of geld voorgeskei vir mediese onkoste en/of die aankoop van duur persoonlike artikels: Met dien verstande dat sodanige aftrekking hoogstens een derde van die werkneemers se besoldiging is.

(7) *Aanspreeklikheid.*—Kassiers is persoonlik verantwoordelik vir hul kaskontant en alle geld wat hulle uit die verkoop van kaartjies ontvang. Kassiers is voorts verantwoordelik vir die kaartjies wat aan hulle uitgereik word en moet alle tekorte ten opsigte van geld of kaartjies aansuiwer: Met dien verstande dat—

(i) die verantwoordelikheid van die kassier ophou wanneer die kontant en/of kaartjies aan die werkgewers of hul gemagtigde verteenwoordigers oorhandig is en as korrek aanvaar en daarvoor geteken is;

(ii) should any other person whatsoever handle either the cash or the tickets before the cashier has had an opportunity to reconcile the cash and tickets and hand these over to the employer, the cashier shall not be held responsible for any deficiency in cash takings and/or tickets, and no deduction may be made, either directly or indirectly, from the cashier's remuneration in respect of any such shortages.

6.—ORDINARY HOURS OF WORK

(1) No employer shall require or permit an employee—

- (a) to work for more than 44 hours in any week;
- (b) to work in the case of a casual employee, for more than eight and a half hours on any one day;
- (c) to work in the case of an employee who ordinarily works a five-day week, for more than nine hours on any day;
- (d) to work in the case of an employee who ordinarily works a six-day week, for more than eight hours on any day;
- (e) to work for a spread-over of more than 14 hours on any one day;

(f) to work, in the case of a watchman, for more than 12 hours on any one day or 72 hours in any one week: Provided that an employer may in lieu of granting his watchman one day of rest of 24 consecutive hours per week, pay such watchman not less than double his hourly wage in respect of the hours worked on his day of rest, with a minimum payment of double the day's wage.

(2) *Female employees.*—No employer shall require or permit a female employee under the age of 18 years of age to work after 20h00 on any day, unless suitable motor transport is provided at the employer's expense to her home within 30 minutes after completion of her day's work.

7.—OVERTIME

(1) All time worked other than on a Sunday or a statutory public holiday, in excess of the number of ordinary hours of work prescribed in clause 6 (1) shall be overtime.

(2) *Limitation on overtime.*—An employer shall not require or permit an employee to work for more than 10 hours overtime per week: Provided that this limitation shall not apply in the case of emergency work, nor shall it apply to employees engaged in "shift in and out", nor to employees on "stand-by" duty, nor to employees "on call" nor to watchmen, nor to employees working at "midnight show" performances, nor to employees in receipt of a basic salary of R300 or more per month.

(3) *Payment for overtime.*—(a) An employer shall pay an employee who works overtime at the following rates:

(i) One and a third times the normal rate of wage in respect of overtime worked in excess of the ordinary hours as prescribed in clause 6 (1);

(ii) double the normal rate of wage in respect of any overtime worked in excess of double the ordinary hours as prescribed in clause 6 (1).

(b) The overtime shall be calculated in the following manner:

(i) Ordinary hourly wage $\times 1\frac{1}{3} \times$ hours overtime worked in respect of overtime worked as described in paragraph (a) (i);

(ii) ordinary hourly wage $\times 2 \times$ hours worked in respect of overtime worked as described in paragraph (a) (ii).

8.—INTERVALS

(1) *Meal interval.*—The employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

(i) the employer may agree in writing with his employee to reduce the period of such interval to not less than half an hour;

(ii) when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may, at the request of the employee, be reduced to 30 minutes;

(2) *Rest interval.*—The employer shall grant to each of his employees a rest interval of not less than 10 minutes as is practicable during each morning, afternoon and evening work period, and during such interval such employee shall not be required or permitted to perform any work, and such interval

(ii) as enige ander persoon hoe ook al die kontant of die kaartjies hanteer voordat die kassier die geleentheid gehad het om die kontant en kaartjies te rekonsilieer en dit aan die werkewer te oorhandig, die kassier nie verantwoordelik gehou mag word vir 'n tekort in die kontantontvangste en/of kaartjies nie en 'geen bedrag, hetso regstreeks of onregstreeks, vir sodanige tekorte van die kassier se besoldiging afgetrek mag word nie.

6.—GEWONE WERKURE

(1) 'n Werkewer mag van 'n werknemer vereis of hom toelaat om—

- (a) meer as 44 uur in 'n bepaalde week te werk nie;
- (b) in die geval van 'n los werknemer, meer as acht en 'n half uur op 'n bepaalde dag te werk nie;

(c) in die geval van 'n werknemer wat gewoonlik 'n werkweek van vyf dae het, meer as nege uur op 'n bepaalde dag te werk nie;

(d) in die geval van 'n werknemer wat gewoonlik 'n werkweek van ses dae het, meer as acht uur op 'n bepaalde dag te werk nie;

(e) volgens 'n werkdagindeling van meer as 14 uur op 'n bepaalde dag te werk nie;

(f) in die geval van 'n wag, meer as 12 uur op 'n bepaalde dag of 72 uur in 'n bepaalde week te werk nie: Met dien verstaande dat 'n werkewer, in plaas daarvan om aan sy wag 'n rusdag van 24 agtereenvolgende ure per week toe te staan, so 'n wag minstens dubbel sy urloof kan betaal vir die ure wat op sy rusdag gewerk is, met 'n minimum betaling van dubbel die dag se loon.

(2) *Vroulike werknemers.*—'n Werkewer mag nie van 'n vroulike werknemer onder die ouderdom van 18 jaar vereis of haar toelaat om na 20h00 op 'n bepaalde dag te werk nie, tensy geskikte motorvervoer na haar huis, binne 30 minute na voltooiing van haar dag se werk, op die werkewer se koste beskikbaar gestel word.

7.—OORTYDWERK

(1) Alle tyd wat daar, uitgesonderd op 'n Sondag of 'n statutêre openbare vakansiedag, langer gewerk word as die getal gewone werkure in klousule 6 (1) voorgeskryf, moet geag word oortydwerk te wees.

(2) *Beperking op oortydwerk.*—'n Werkewer mag nie van 'n werknemer vereis of hom toelaat om meer as 10 uur oortydwerk per week te verrig nie: Met dien verstaande dat hierdie beperking nie van toepassing is nie op werknemers wat noodwerk verrig, werknemers wat besig is met die "hantering van toneeluitrusting", werknemers op "gereedheidsdiens", werknemers wat "beskikbaar" moet wees, wagte, werknemers wat by middernagvertonings diens doen of werknemers wat 'n basiese salaris van R300 of meer per maand ontvang.

(3) *Betalings vir oortydwerk.*—(a) 'n Werkewer moet 'n werknemer wat oortydwerk verrig die volgende lone betaal:

(i) Een en 'n derde maal die gewone loon ten opsigte van die oortydwerk verrig bo en behalwe die gewone ure soos in klousule 6 (1) voorgeskryf;

(ii) dubbel die normale loontarief ten opsigte van oortydwerk verrig bo en behalwe dubbel die gewone werkure soos in klousule 6 (1) voorgeskryf.

(b) Die loon vir oortydwerk moet op die volgende wyse bereken word:

(i) Gewone urloon $\times 1\frac{1}{3} \times$ ure oortyd gewerk ten opsigte van oortydwerk verrig soos in paragraaf (a) (i) beskryf;

(ii) gewone urloon $\times 2 \times$ ure gewerk ten opsigte van oortydwerk verrig soos in paragraaf (a) (ii) beskryf.

8.—POUSES

(1) *Etenspouse.*—Die werkewer mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen sonder 'n etenspouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstaande dat—

(i) die werkewer skriftelik met sy werknemer kan ooreenkomm om die duur van sodanige pouse tot minstens 'n halfuur te verkort;

(ii) wanneer daar op enige dag weens oortydwerk van 'n werkewer vereis word om aan 'n werknemer 'n tweede etenspouse toe te staan, sodanige pouse op versoek van die werkewer niet 30 minute verkort kan word;

(2) *Ruspose.*—Die werkewer moet aan elk van sy werknemers 'n ruspose van minstens 10 minute wanneer doenlik gedurende elkeoggend-, middag- en aandwerktydperk toestaan, en gedurende sodanige pouse mag daar nie van 'n werknemer vereis of mag hy nie toegelaat word om enige werk te verrig

shall be deemed to be part of the ordinary hours of work of such employee. Provided that no rest interval need be granted to any employee who works less than three consecutive hours during the morning, the afternoon or the evening.

9.—SUNDAYS, PUBLIC HOLIDAYS AND MIDNIGHT SHOWS

(1) *Sunday work.*—Whenever an employee works on a Sunday his employer shall either—

(a) pay the employee—

- (i) if he so works for a period not exceeding four hours, not less than his daily wage;
- (ii) if he so works more than four hours but not exceeding his ordinary daily hours of work he shall be paid double his daily wage;
- (iii) if he so works in excess of his ordinary daily hours of work he shall be paid double his ordinary hourly wage in respect of the hours so worked; or

(b) pay him at a rate not less than one and one third times his ordinary wage in respect of the total period worked by him on such Sunday, and grant him within 14 days of such Sunday one day's leave and pay him in respect thereof not less than his daily wage. Provided that where such an employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked four hours.

The provisions of this subclause shall not apply to casuals and to watchmen, nor to an employee who is in receipt of a basic salary of R300 or more per month, nor to employees whose normal hours of work commence before and extend into a Sunday.

(2) *Public holidays.*—(a) An employee, if so required by the employer, shall work on any statutory public holiday.

(b) When an employee is not required or permitted to work on a statutory public holiday, the employer shall pay him for that day not less than his ordinary daily wage.

(c) When an employee is called upon to work, or is on "stand-by" duty, or "on call" on a statutory public holiday, he shall either—

(i) be paid double his hourly rate in respect of the number of hours worked; or

(ii) be paid an amount calculated at a rate of not less than one and one third of his ordinary wage for the total period worked by him on such statutory public holiday, and granted within 14 days of such statutory public holiday one day's leave and be paid in respect thereof not less than his daily wage:

Provided that the provisions of this subclause shall not apply to casuals and to watchmen, nor to an employee who is in receipt of a basic salary of R300 or more per month. Provided further that this subclause shall not apply to employees whose normal hours of work commence before and extend into a statutory public holiday.

(3) *Midnight shows.*—Any employee who works during a midnight show shall be paid at not less than double the hourly rates for all hours worked. Provided that an employee who so works for less than three hours shall be deemed to have worked for three hours.

PART II

10.—ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), the employer shall grant his employee, other than a casual employee, in respect of each completed period of 12 months of employment with him—

(a) in the case of a watchman, 21 work days' leave;

(b) in the case of an employee who works a five-day week, 15 work days' leave;

(c) in the case of every other employee, 18 work days' leave; and shall pay not later the last work day before the date of commencement of the leave—

(i) in the case of a watchman, not less than an amount equal to 21 work days' pay;

(ii) in the case of an employee referred to in paragraph (b) or (c), an amount of not less than three times the weekly wage;

which he was receiving immediately before the commencement of the leave.

(2) The leave prescribed in subclause (1) shall be granted at a time to be fixed by the employer. Provided that—

(i) if such leave has not been granted earlier, it shall be granted so as to commence within four months after the completion of the 12 months of employment to which it

nie, en sodanige pouse moet geag word deel van die gewone werkure van sodanige werknemer uit te maak. Met dien verstande dat geen responde toegestaan hoef te word nie aan 'n werknemer wat minder as drie agtereenvolgende ure gedurende dieoggend, middag of aand werk.

9.—SONDAE, OPENBARE VAKANSIEDAE EN MIDDERNAGVERTONINGS

(1) *Werk op Sondaе.*—Waar 'n werknemer op 'n Sondag werk, moet sy werkgever hom of—

(a) (i) as hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon betaal;

(ii) as hy aldus vir langer as vier uur, maar hoogstens sy gewone getal daagliks werkure werk, dubbel sy dagloon betaal;

(iii) as hy aldus meer as sy gewone getal daagliks werkure werk, dubbel sy gewone uurloon vir die ure aldus gwerk, betaal; of

(b) minstens een en 'n derde mal sy gewone loon betaal vir die totale tydperk deur hom op sodanige Sondag gwerk, en hom binne 14 dae na sodanige Sondag een dag verlof toestaan en hom minstens sy daagliks loon daarvoor betaal: Met dien verstande dat wanneer daar van so 'n werknemer vereis word of hy toegelaat word om minder as vier uur op sodanige Sondag te werk, hy geag moet word vier ure te gwerk het.

Hierdie subklousule is nie van toepassing op los werknemers en wagte nie, ook nie op werknemers wat 'n basiese salaris van R300 of meer per maand ontvang nie en ook nie op werknemers wie se gewone werkure voor 'n Sondag begin en tot in die Sondag voortduur nie.

(2) *Openbare vakansiedae.*—(a) 'n Werknemer moet op enige statutêre openbare vakansiedag werk as die werkgever dit vereis.

(b) Wanneer daar nie van 'n werknemer vereis of hy nie toegelaat word om op 'n statutêre openbare vakansiedag te werk nie, moet die werkgever hom vir daardie dag minstens sy gewone dagloon betaal.

(c) Wanneer 'n werknemer op 'n statutêre openbare vakansiedag moet werk of op "gereedheidsdiens" of "beskikbaar" is, moet hy of—

(i) dubbel sy uurloon betaal word vir die getal ure gwerk, of

(ii) 'n bedrag betaal word, bereken teen 'n skaal van minstens een en 'n derde van sy gewone loon vir die totale tydperk deur hom op sodanige statutêre openbare vakansiedag gwerk, en binne 14 dae na sodanige statutêre openbare vakansiedag een dag verlof toegestaan word en minstens sy daagliks loon daarvoor betaal word:

Met dien verstande dat hierdie subklousule nie van toepassing is op los werknemers en wagte nie, ook nie op 'n werknemer wat 'n basiese salaris van R300 of meer per maand ontvang nie: Voorts met dien verstande dat hierdie subklousule nie van toepassing is op werknemers wie se gewone werkure voor 'n statutêre openbare vakansiedag begin en tot in die vakansiedag strek nie.

(3) *Middernagvertonings.*—'n Werknemer wat gedurende 'n middernagvertoning werk, moet minstens dubbel die uurlone betaal word vir alle ure wat hy gwerk het: Met dien verstande dat 'n werknemer wat aldus vir minder as drie uur werk, geag moet word vir drie ure te gwerk het.

DEEL II

10.—JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, vir elke voltooide tydperk van 12 maande diens by hom verlof toestaan van—

(a) in die geval van 'n wag, 21 werkdae;

(b) in die geval van 'n werknemer wat vyf dae per week werk, 15 werkdae;

(c) in die geval van alle ander werknemers, 18 werkdae; en moet hy die werknemer voor of op die laaste werkdag voor die aanvangsdatum van die verlof—

(i) in die geval van 'n wag, 'n bedrag gelyk aan minstens 21 werkdae se besoldiging betaal;

(ii) in die geval van 'n werknemer in paragraaf (b) of (c) bedoel, 'n bedrag van minstens drie maal die weekloon betaal; wat hy onmiddellik vóór die aanvang van die verlof ontvang het.

(2) Die verlof in subklousule (1) voorgeskryf, moet toegestaan word op 'n tyd wat die werkgever bepaal: Met dien verstande dat—

(i) as sodanige verlof nie vroeër toegestaan is nie; dit moet word dat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het

relates, or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer may grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 11 nor, unless the employee so requests and the employer agrees in writing, with any period of military training under the Defence Act, 1957;

(iii) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at such employee's written request during the period of 12 months of employment to which the period of leave relates, and such written request shall be retained by the employer for at least three years;

(iv) when an employer requires his employee to take leave before the expiration of the 12 months of employment to which it relates, the employer shall grant such employee the full period of leave accruable for 12 months of employment and shall pay such employee in respect of such leave an amount not less than that which the employee would be entitled to at the date on which the leave would normally accrue: Provided that where an employee's employment terminates before the expiration of the 12 months in respect of which the leave was granted in terms of this proviso, the employer may set-off, against any remuneration due to the employee at the termination of employment, the difference between the amount paid to the employee in terms thereof and the amount to which he would have been entitled at termination in terms of subclause (5), if the leave had not been granted to him.

(3) At the written request of an employee the employer may permit one week's leave per annum to be accumulated up to a total of seven weeks.

(4) An employee whose employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1), read with subclause (3), in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment, an amount of not less than—

- (a) in the case of a watchman seven twenty-fourths; and
- (b) in the case of every other employee, one-fourth;

of the weekly wage he was receiving immediately before the date of such termination: Provided that—

(i) where an employee has been in the employ of the employer for one month or more and such employee's contract of employment terminates in any month after the completion of two weeks' employment in that month, such uncompleted month shall be deemed for the purposes of this subclause to be a completed month;

(ii) an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the fourth proviso to subclause (2);

(iii) an employee who leaves his employment without having given and served the period of notice prescribed in clause 13, unless in failing to give such notice or to work during such period he was acting within his legal rights, shall not be entitled to any payment by virtue of this subclause.

(5) An employee who has become entitled to a period of leave prescribed in subclause (1), read with subclause (3), and whose employment terminates before such leave has been granted, shall upon termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

(6) An employer shall not pay leave pay in lieu of granting annual leave.

(7) For the purposes of this clause, the expression "employment" shall be deemed to include—

(a) any period in respect of which the employer, in terms of clause 13 pays an employee in lieu of notice;

(b) any period during which an employee is absent—

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 11;

(iii) on the instructions or at the request of his employer;

(iv) with the consent of or condonation of the employer;

(v) for any other reason not being in breach of the contract of employment;

amounting in the aggregate in any year to not more than 10 weeks; and

of, as die werkewer en werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkewer sodanige verlof aan die werknemer moet toestaan met ingang van 'n datum hoogstens twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) die tydperk van verlof nie met siekteleverlof wat ingevolge klosule 11 toegestaan is of, tensy die werknemer dit versoek en die werkewer skriftelik daartoe instem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1975, mag saamval nie;

(iii) 'n werkewer al die dae geleenthedsverlof wat op sodanige werknemer se skriftelike versoek met volle besoldiging aan hom toegestaan is gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk kan aftrek, en sodanige skriftelike versoek moet minstens drie jaar lank deur die werkewer bewaar word;

(iv) indien 'n werkewer van sy werknemer vereis om verlof te neem voor die verstryking van die 12 maande diens waarop dit betrekking het, die werkewer aan so 'n werknemer die volle verloftydperk moet toestaan wat vir 12 maande diens mag ooploop en so 'n werknemer vir sodanige verlof minstens die bedrag moet betaal waarop die werknemer geregtig sou gewees het op die datum waarop die verlof normaalweg sou oopgeloop het: Voorts met dien verstaande dat indien 'n werknemer se diens beëindig word voor die verstryking van die 12 maande waarvoor verlof kragtens hierdie voorbehoudsbepaling toegestaan is, die werkewer die verskil tussen die bedrag wat daarkragtens aan die werknemer betaal is en die bedrag waarop hy by beëindiging kragtens subklosule (5) geregtig sou gewees het as die verlof nie aan hom toegestaan was nie, kan aftrek van enige besoldiging wat by diensbeëindiging aan die werknemer verskuldig is.

(3) Die werkewer kan op die skriftelike versoek van 'n werknemer toelaat dat een week verlof per jaar ooploop tot 'n totaal van sewe weke.

(4) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande beëindig word voordat die verloftydperk oopgeloop het wat in subklosule (1), gelees met subklosule (3), vir daardie termyn voorgeskryf word, moet daar by sodanige diensbeëindiging, benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige dienstermyn 'n bedrag betaal word van minstens—

(a) in die geval van 'n wag, sewe vier-en-twintigste van die weekloon; en

(b) in die geval van alle ander werknemers, een kwart van die weekloon;

wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstaande dat—

(i) waar 'n werknemer vir een maand of meer in diens was van sy werkewer en sodanige werknemer se dienskontrak word in enige maand na die voltooiing van twee weke diens in daardie maand beëindig, sal sodanige onvoltooide maand vir die toepassing van hierdie subklosule geag word 'n voltooide maand te wees.

(ii) 'n werkewer 'n pro rata-bedrag kan optrek vir alle verloftydperke wat ingevolge die vierde voorbehoudsbepaling van subklosule (2) aan 'n werknemer toegestaan is;

(iii) 'n werknemer wat sy diens verlaat sonder om die kennis te gee en sonder om die kennismewigstermyn in klosule 13 voorgeskryf, uit te dien, nie op enige betaling ingevolge hierdie subklosule geregtig is nie, tensy hy binne sy wetlike regte gehandel het toe hy versuim het om sodanige kennis te gee of gedurende sodanige kennismewigstermyn te werk.

(5) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof voorgeskryf in subklosule (1), gelees met subklosule (3), en wie se diens beëindig word voordat sodanige verlof toegestaan is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy vir die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom toegestaan was.

(6) 'n Werknemer mag nie verlofbesoldiging betaal in plaas van jaarlikse verlof toe te staan nie.

(7) Vir die toepassing van hierdie klosule moet die uitdrukking "diens" geag word die volgende te omvat:

(a) Alle tydperke waarvoor die werkewer 'n werknemer ingevolge klosule 13 betaal in plaas van kennis te gee;

(b) alle tydperke waarin 'n werknemer afwesig is—

(i) met verlof kragtens hierdie klosule;

(ii) met siekteleverlof kragtens klosule 11;

(iii) op las of op versoek van sy werkewer;

(iv) met die goedkeuring of kondonasié van die werkewer;

(v) om enige ander rede wat nie in stryd met die dienskontrak is nie;

wat altesaam in 'n bepaalde jaar hoogstens 10 weke beloop; en

(c) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training; and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Agreement, become entitled to a period of annual leave in terms of any law, on 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 coming into force of this Agreement and to whom any law providing for annual leave applied but who has not become entitled to a period of leave in terms thereof, on the date on which such employment commenced;

(iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date of the coming into force of this Agreement, whichever is the later.

11.—SICK LEAVE

(1) Subject to the provisions of subclause (2), the employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity—

(a) in the case of an employee who works a five-day week, not less than 30 work-days; and

(b) in the case of every other employee, not less than 36 work-days;

sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five day week, one work-day in respect of each completed period of five weeks of employment and, in the case of every other employee, one work-day in respect of each completed month of employment;

(ii) this clause shall not apply to an employee at whose written request the employer makes contributions at least equal to those made by the employee to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in the aggregate the equivalent of his wage for 30 to 36 work-days, as the case may be, in each cycle of 36 months of employment;

(iii) where the employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees in respect of any incapacity, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;

(iv) if in respect of any period of incapacity covered by this clause the employer is required by any other law to pay an employee his full wage, the provisions of this clause shall not apply.

(2) The employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee is absent without permission on any Saturday or statutory public holiday or on a work-day immediately before or after a statutory public holiday or who has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate the employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce a certificate in respect of any absence from work.

(3) For the purposes of this clause, the expression—

(a) "employment" shall be deemed to include—

(i) any period during which an employee is absent—

(aa) on leave in terms of clause 10;

(bb) on the instructions or at the request of his employer;

(cc) on sick leave in terms of subclause (1);

(dd) with the consent or condonation of his employer;

(ee) for any reason not being in breach of the contract of employment;

(c) alle tydperke waarin 'n werknemer afwesig is terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van 'n bepaalde tydperk van sodanige opleiding as diens te eis nie; en diens word geag te begin—

(i) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Ooreenkoms kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas kragtens sodanige wet op sodanige verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat reeds in diens was voor die inwerkingtreding van hierdie Ooreenkoms en op wie enige wet wat vir jaarlike verlof voorsiening maak, van toepassing was, maar wat nie daarkragtens op 'n tydperk van verlof geregtig geword het nie, op die datum waarop sodanige diens begin het;

(iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgever begin werk het of, op die datum van inwerkingtreding van hierdie Ooreenkoms, naamlik die jongste datum.

11.—SIEKTEVERLOF

(1) Behoudens subklousule (2), moet die werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongesiktheid van die werk afwesig is, siekteverlof toestaan van—

(a) in die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens 30 werkdae; en

(b) in die geval van alle ander werknemers, altesaam minstens 36 werkdae;

gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, en aan so 'n werknemer vir 'n tydperk van afwesigheid kragtens hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie op meer siekteverlof met volle besoldiging geregtig is nie as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag vir elke voltooide tydperk van vyf weke diens en, in die geval van alle ander werknemers, een werkdag vir elke voltooide maand diens;

(ii) hierdie klosule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek die werkgever bydraai wat minstens gelyk is aan dié wat die werknemer self bydra, aan 'n fonds of organisasie betaal wat die werknemer aanwys en wat aan die werknemer waarborg dat, in geval van sy ongesiktheid in die omstandighede uiteengesit, altesaam die ekwivalent van sy loon vir 30 tot 36 werkdae, na gelang van die geval, in elke tydkring van 36 maande diens aan hom betaal sal word;

(iii) waar die werkgever regtens geldte vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer moet betaal en dit wel vir enige ongesiktheid betaal, die bedrag aldus betaal, afgetrek kan word van die bedrag wat ingevolge hierdie klosule ten opsigte van afwesigheid weens ongesiktheid verskuldig is;

(iv) as die werkgever ingevolge 'n ander wet 'n werknemer se volle loon aan hom moet betaal vir 'n tydperk van ongesiktheid wat deur hierdie klosule gedek word, hierdie klosule nie van toepassing is nie.

(2) Die werkgever kan, as 'n opskortende voorwaarde vir die betaling deur hom van enige bedrag wat 'n werknemer ingevolge hierdie klosule eis vir afwesigheid van sy werk vir langer as twee agtereenvolgende dae, van die werknemer vereis om 'n sertifikaat in te dien wat deur 'n geregistreerde mediese praktisyen onderteken is en waarin die aard en duur van die werknemer se ongesiktheid vermeld word: Met dien verstande dat wanneer 'n werknemer sonder toestemming op 'n Saterdag of statutêre openbare vakansiedag of op 'n werkdag onmiddellik vóór of ná 'n statutêre openbare vakansiedag afwesig is of gedurende 'n tydperk van tot agt weke by twee of meer geleenthede betaling kragtens hierdie klosule ontvang het sonder om so 'n sertifikaat in te dien, die werkgever gedurende die tydperk van agt weke onmiddellik ná die laaste sodanige geleenthed, van hom kan vereis om so 'n sertifikaat vir enige afwesigheid van sy werk in te dien.

(3) Vir die toepassing van hierdie klosule—

(a) moet "diens" geag word die volgende te omvat:

(i) Enige tydperk waarin 'n werknemer afwesig is—

(aa) met verlof kragtens klosule 10;

(bb) op las of op versoek van sy werkgever;

(cc) met siekteverlof kragtens subklousule (1);

(dd) met toestemming of kondonasié van sy werkgever;

(ee) om enige rede wat nie instryd is met die dienskontrak nie;

amounting in the aggregate, in any year, to not more than 10 weeks; and

(ii) any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training;

and any period of employment which an employee has had with the employer immediately before the date of the coming into force of this Agreement shall, for the purposes of this clause, be deemed to be employment under this Agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;

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

12.—OVERALLS AND UNIFORM CLOTHING

Any employer who requires an employee to wear any distinctive clothing, shall supply such clothing free of charge and it shall remain the property of the employer.

13.—TERMINATION OF EMPLOYMENT

(1) An employer or employee, who desires to terminate the contract of employment, shall give—

(a) in the case of a casual employee, four hours' notice;

(b) during the first four weeks of employment, not less than one work-day's notice;

(c) in the case of a weekly paid employee, one week's notice after the first four weeks of employment;

(d) in the case of a monthly paid employee, two weeks' notice after the first four weeks of employment;

(e) in the case of a full-time student employed for the duration of any school, college or university holidays, one day's notice;

of his intention to terminate the contract, or an employer and an employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

(i) in the case of one work-day's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination;

(iii) in the case of two weeks' notice, double the weekly wage which the employee is receiving at the time of such termination;

Provided that this shall not affect—

(i) the right of the employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;

(ii) any written agreement between the employer and his employee which provides for such period of notice of equal duration on both sides for longer than prescribed in this clause;

(iii) the right of the employer to terminate the contract of an employee without notice if the employee has absented himself for three days or longer without a reasonable excuse.

(2) The notice referred to in subclause (1) shall be given, in writing, except in the case of an employee who is unable to read and write, and shall take effect from the day after that on which it was given: Provided that the period of notice shall not run concurrently with, nor shall notice be given during the employee's absence on annual leave, or on sick leave, or during any period an employee is undergoing military training in pursuance of the Defence Act, 1957.

14.—PROHIBITION OF EMPLOYMENT

No employer shall knowingly employ a person who is under the age of 15 years.

wat in 'n bepaalde jaar altesaam hoogstens 10 weke beloop; en

(ii) enige tydperk waarin 'n werknemer afwesig is terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van 'n bepaalde tydperk van sodanige opleiding as diens te eis nie;

en enige dienstdydtperk van 'n werknemer by die werkewer onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms moet vir die toepassing van hierdie klousule geag word diens ingevolge hierdie Ooreenkoms te wees, en alle siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan so 'n werknemer toegestaan is, moet geag word kragtens hierdie Ooreenkoms toegestaan te gewees het;

(b) beteken "ongeskikktheid" onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering wat veroorsaak is deur 'n ongeluk waaroor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, en moet dit slegs as ongeskikktheid beskou word gedurende 'n tydperk waarvoor geen betaling vir arbeidsongeskikktheid ingevolge daardie Wet betaalbaar is nie.

12.—OORKLERE EN EENVORMIGE KLERE

Enige werkewer wat van 'n werknemer vereis om onderskeidende klere te dra, moet sodanige klere kosteloos verskaf en dit moet die eiendom van die werkewer bly.

13.—DIENSBEËINDIGING

(1) 'n Werkewer of 'n werknemer wat die dienskontrak wil beëindig, moet—

(a) in die geval van 'n los werknemer, vier uur kennis gee;

(b) gedurende die eerste vier weke diens, minstens een werkdag kennis gee;

(c) in die geval van 'n weeklikbesoldigde werknemer, een week kennis gee na die eerste vier weke diens;

(d) in die geval van 'n maandeliks besoldigde werknemer, twee weke kennis gee na die eerste vier weke diens;

(e) in die geval van 'n voltydse student wat vir die duur van 'n skool-, kollege- of universiteitsvakansie werk, een dag kennis gee;

van sy voorneme om die dienskontrak te beëindig, of 'n werkewer en 'n werknemer kan die kontrak beëindig deur die werknemer of die werkewer, na gelang van die geval in plaas van sodanige kennisgewing, 'n bedrag te betaal van—

(i) in die geval van een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van 'n week kennisgewing minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(iii) in die geval van twee weke kennisgewing, minstens twee maal die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang:

Met dien verstande dat dit nie die volgende raak nie:

(i) Die reg van die werkewer of 'n werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;

(ii) enige skriftelike ooreenkoms tussen die werkewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn van gelyke duur vir albei partye en vir langer as dié in hierdie klousule voorgeskryf;

(iii) die reg van die werkewer om 'n werknemer se dienskontrak sonder kennisgewing te beëindig indien die werknemer drie dae of langer sonder 'n redelike verskoning van die werk weggeblaas het.

(2) Die kennisgewing in subklousule (1) bedoel, moet skriftelik geskied, behalwe waar 'n werknemer nie kan lees en skryf nie, en word van krag op die dag na dié waarop dit gegee is: Met dien verstande dat die kennisgewingstermyn nie mag saamval met, of kennis nie gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof of met siekteverlof, of gedurende enige tydperk waartydens 'n werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan nie.

14.—VERBOD OP INDIENSNEMING

Geen werkewer mag wetens 'n persoon onder die ouderdom van 15 jaar in diens neem nie.

PART III**15.—RECORDS**

(1) *Time and wage records.*—(a) Every employer shall in respect of, and at each place where he conducts business, keep available for inspection at all times and in the form prescribed by the regulations under the Industrial Conciliation Act, 1956, Act 28 of 1956), an up-to date record of the earnings paid to, and the time worked by each of his employees. All entries shall be in ink.

(b) Every employer shall retain the completed record referred to in paragraph (a) of this subclause for a period of three years subsequent to the date of the last entry in it.

(c) Every employer shall upon the commencement of employment of every employee, enter into the record referred to in paragraph (a) of this subclause—

- (i) the name of the employee;
- (ii) the class of his employment;
- (iii) the date of commencement of his employment; and
- (iv) the rate of wages to be paid.

(2) *Attendance record.*—(a) An employer shall provide each employee with and keep in his establishment a daily attendance register substantially in the form of Annexure B or a time recorder in which provision is made for the following and in which is recorded by the employee:

- (i) The time the employee commenced work;
 - (ii) the time of commencement and termination of each meal or other interval, which is not reckonable as ordinary hours of work; and
 - (iii) the time the employee finished work for the day.
- (b) An employer shall retain such record for a period of not less than three years.

16.—CERTIFICATE OF SERVICE

An employer shall, when requested by an employee upon the termination of his employment, supply such employee with a certificate of service showing full names of the employer and employee, the nature of the employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination. This certificate shall be substantially in the form of Annexure A hereto.

17.—EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in or at the place where his employees are working, a legible copy of this Agreement in both official languages in a prominent place accessible to his employees.

PART IV**18.—ADMINISTRATION OF AGREEMENT**

The Council shall be the body responsible for the Administration of this Agreement.

19.—AGENTS OF THE COUNCIL

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An agent shall be entitled to enter any establishment and may question the employer or any employees and inspect the records of wages paid; time worked and payments made for overtime, for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

20.—REGISTRATION OF EMPLOYERS

(1) Every employer, unless he has already done so, shall in respect of each place at which he carries on business, complete a statement in the form of Annexure E to this Agreement and lodge such statement with the Secretary of the Council not later than 30 days after the date—

(a) on which this Agreement comes into operation in the case of any place(s) of business which he is operating at that date; or

(b) of the commencement of business at any such place.

(2) Every employer shall notify the Secretary of the Council of any change in—

- (a) the ownership; and/or
- (b) the name; and/or
- (c) the partners, directors;

within one month after such change, in a statement in the form of Annexure C hereto.

DEEL III**15.—REGISTERS**

(1) *Tyd- en loonregister.*—(a) Elke werkgever moet ten opsigte van en by elke plek waar hy besigheid dryf, te alle tye en in die vorm voorgeskryf in die regulasies opgestel kragtens die Wet op Nywerheiderversoening, 1956 (Wet 28 van 1956), in bygehoue register van die verdienste wat aan elk van sy werknemers betaal is, asook van die tyd deur elkeen gewerk, vir inspeksie beskikbaar hou. Alle inskrywings moet met ink gedoen word.

(b) Elke werkgever moet die ingevulde register, vermeld in paraagraaf (a) van hierdie subklousule bewaar vir 'n tydperk van drie jaar na die datum van die laaste inskrywing daarin.

(c) By die aanvang van elke werknemer se diens moet elke werkgever die volgende inligting inskryf in die register in paraagraaf (a) van hierdie subklousule bedoel:

- (i) Die naam van die werknemer;
- (ii) sy klas diens;
- (iii) die datum waarop hy begin werk het; en
- (iv) die loontarief wat betaal moet word.

(2) *Bywoningsregister.*—(a) 'n Werkgever moet elke werknemer voorsien van en in sy bedryfsinstigting 'n daagliks bywoningsregister hou wat wesenlik in die vorm van Aanhangaal B is, of 'n tydregistreerder waarin voorsiening gemaak word vir, en die werknemer die volgende aanteken:

- (i) Die tyd waarop die werknemer begin werk het;
- (ii) die tyd waarop elke maaltyd of ander pouse wat nie as gewone werkure gereken word nie, en begin en geëindig het; en
- (iii) die tyd waarop die werknemer werk vir die dag voltooi het.

(b) 'n Werkgever moet sodanige register vir 'n tydperk van minstens drie jaar bewaar.

16.—DIENSSERTIFIKAAT

'n Werkgever moet wanneer 'n werknemer, by beëindiging van sy diens, daarom vra, sodanige werknemer voorsien van 'n dienssertifikaat waarin die name van die werkgever en werknemer voluit, die aard van die diens, die datum van inwerkintreding en beëindiging van die kontrak en die tarief van besoldiging op die datum van sodanige beëindiging aangegee word. Hierdie sertifikaat moet wesentlik in die vorm van Aanhangaal A hiervan wees.

17.—VERTONING VAN OOREENKOMS

Elke werkgever moet in of op die plek waar sy werknemers werk, 'n leesbare eksemplaar van hierdie Ooreenkoms, in albei amptelike tale en op 'n opvallende plek waartoe werknemers toegang het, oppak en opgeplak hou.

DEEL IV**18.—ADMINISTRASIE VAN OOREENKOMS**

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is.

19.—AGENTE VAN DIE RAAD

Die Raad moet een of meer angewese persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms. 'n Agent is daarop geregtig om enige bedryfsinstigting binne te gaan en kan die werkgever of enige werknemers ondervra en die registers van lone betaal, tyd gewerk en betaling vir oortydwerk ondersoek ten einde vas te stel of hierdie Ooreenkoms nagekom word of nie.

20.—REGISTRASIE VAN WERKGEWERS

(1) Elke werkgever moet, tensy hy dit alreeds gedoen het, vir elke plek waar hy 'n besigheid dryf, 'n staat, in die vorm van Aanhangaal E van hierdie Ooreenkoms, invul en sodanige staat by die Sekretaris van die Raad indien, hoogsens 30 dae na die datum—

(a) waarop hierdie Ooreenkoms van krag word in die geval van enige plek/plekke waar hy 'n besigheid op daardie datum dryf; of

(b) waarop besigheid op sodanige plek 'n aanvang geneem het.

(2) Elke werkgever moet die Sekretaris van die Raad in kennis stel van enige verandering in—

- (a) die eienaarskap; en/of
- (b) die naam; en/of
- (c) die vennote, direkteure;

binne een maand na sodanige verandering en wel in 'n staat in die vorm van Aanhangaal C hiervan.

21.—EMPLOYMENT OF TRADE UNION LABOUR

(1) Except as is provided for in subclause (2), no employee eligible for membership of the Trade Union who is not a member of the Trade Union shall be employed by an employer who is a member of the employers' organisation and no employee who is a member of the Trade Union shall work for an employer who is not a member of the employers' organisation.

(2) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of his employment in the Industry refused any invitation from the Trade Union to become a member thereof, the provisions of this clause shall immediately come into operation.

(3) Apart from any person's rights in terms of section 51 (10) of the Industrial Conciliation Act, the Council may grant exemption from the provisions of subclause (1) for any good and sufficient reason and, further, the said subclause shall not apply to persons who, in the opinion of the Council, have been refused membership of a party to this Agreement without reasonable cause, and who have reported such refusal to the Council within 14 days thereof.

22.—TRADE UNION REPRESENTATIVES ON COUNCIL

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

23.—TRADE UNION MEMBERSHIP FEES

Every employer shall deduct from the wages of each member of the Trade Union in his employ, the membership fees payable by the employees to the Trade Union in terms of the Union's Constitution, and shall pay to—

The Secretary of the Trade Union
P.O. Box 8752
Johannesburg, 2000

not later than the 15th of each month, the amount thus deducted and render a written statement containing the following details in respect of each employee from whose wages subscriptions have been deducted:

- (a) Surname, initials, sex, race and occupation;
- (b) amount and period in respect of which subscriptions were deducted;
- (c) name and address of the employer; and
- (d) address of establishment at which employee works.

24.—EXPENSES OF THE COUNCIL

(1) The funds of the Council, which shall be vested in and administered by the Council, shall be provided for in the following manner:

(a) From the payments to be made to each of his employees to whom this Agreement applies, and at the time of payment thereof, every employer shall deduct the levies specified in subclause (2) of this clause;

(b) to the levies deducted in terms of paragraph (a) every employer shall contribute and add levies of an equal amount.

(2) The contribution in terms of subclause (1) (a), shall be at the rate set out hereunder:

For all employees: 9c per week, or $(4\frac{1}{2} \times 9c \text{ per week}) = 39c$ per month.

(3) Every employer shall pay the total amount of the levies payable and render the statement of details, which shall be substantially in the form of Annexure D to this Agreement, to the Secretary of the Council by not later than the 15th day of each month immediately following the month to which the levies and details relate.

(4) The provisions of this clause shall not apply to an employee who works on less than two days of any one week.

25.—EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may grant exemptions from any of the provisions of this Agreement to any employer or employee.

(2) Application for exemption stating full details and the reasons exemption is required shall be submitted, in writing, to the Secretary of the Council.

(3) The Council shall fix the conditions subject to which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice has been given, in writing, to the person concerned, withdraw any licence of exemption even if the period for which such exemption was granted has not expired.

21.—INDIENSNEMING VAN VAKVERENIGINGARBEID

(1) Behoudens subklousule (2), mag geen werknemer wat in aanmerking kom vir lidmaatskap van die vakvereniging en wat nie lid van die vakvereniging is nie, deur 'n werkewer wat lid van die werkewersorganisasie is in diens geneem word nie, en mag geen werknemer wat lid van die vakvereniging is vir 'n werkewer werk wat nie lid van die werkewersorganisasie is nie.

(2) Die bepaling van hierdie klosule is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Republiek van Suid-Afrika nie: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van sy diens in die bedryf 'n uitnodiging van die vakvereniging om lid daarvan te word, geweier het, hierdie klosule onmiddellik in werking tree.

(3) Afgesien van die regte van enige persoon ingevolge artikel 51 (10) van die Wet op Nywerheidsversoening, kan die Raad vrystelling van subklousule (1) om goeie en voldoende redes toestaan en is genoemde subklousule voorts nie van toepassing nie op persone wat na die mening van die Raad lidmaatskap van 'n party by hierdie Ooreenkoms sonder redelike gronde geweier is en wat sodanige weierung binne 14 dae daarna aan die Raad gerapporteer het.

22.—VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Elke werkewer moet aan sy werknemers wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad na te kom.

23.—VAKVERENIGINGLEDEGELD

Elke werkewer moet van die loon van elke lid van die vakvereniging in sy diens die ledegeld aftrek wat deur die werknemer aan die vakvereniging ingevolge die vakvereniging se konstitusie betaalbaar is en moet die bedrag aldus afgetrek voor of op die 15de dag van elke maand betaal aan—

Die Sekretaris van die Vakvereniging
Posbus 8752
Johannesburg, 2000

en 'n skriftelike staat aan hom voorlê wat die volgende besonderhede bevat oor elke werknemer van wie se loon ledegeld afgetrek is:

- (a) Familiennaam, voorletters, geslag, ras en beroep;
- (b) bedrag en tydperk waarvoor ledegeld afgetrek is;
- (c) naam en adres van die werkewer; en
- (d) adres van bedryfsinstigting waar werknemer werk.

24.—UITGAWES VAN DIE RAAD

(1) Daar moet soos volg voorsiening gemaak word vir die fondse van die Raad wat by die Raad moet berus en deur hom geadministreer moet word:

(a) Elke werkewer moet die heffings in subklousule (2) van hierdie klosule bepaal, afgetrek van die besoldiging wat betaal moet word aan elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is;

(b) elke werkewer moet 'n gelyke bedrag bydra tot en voeg by die heffings wat ooreenkomstig paragraaf (a) afgetrek is.

(2) Die bydrae ooreenkomstig subklousule (1) (a) moet geskied teen die koers soos hieronder uiteengesit:

Vir alle werknemers: 9c per week, of $(4\frac{1}{2} \times 9c \text{ per week}) = 39c$ per maand.

(3) Elke werkewer moet die totale bedrag van die heffings wat betaalbaar is, aan die Sekretaris van die Raad betaal en die staat met besonderhede wat wesentlik in die vorm van Aanhangsel D van hierdie Ooreenkoms moet wees, voor of op die 15de dag van elke maand wat onmiddellik volg op die maand waarop die heffings en besonderhede betrekking het, by hom indien.

(4) Hierdie klosule is nie van toepassing op 'n werknemer wat minder as twee dae per week werk nie.

25.—VRYSTELLINGS

(1) Behoudens die voorbehoudsbeplaging van artikel 51 (3) van die Wet, kan die Raad vrystelling van enige van die beplatings van hierdie Ooreenkoms aan 'n werkewer of werknemer verleen.

(2) Aansoek om vrystelling waarin volle besonderhede verstrekk moet word, asook die redes waarom vrystelling gevra word, moet skriftelik aan die Sekretaris van die Raad gerig word.

(3) Die Raad moet die voorwaardes vasstel waarop sodanige vrystelling verleen word: Met dien verstande dat die Raad, as hy dit goeddink en nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek, selfs as die tydperk waarvoor vrystelling verleen is, nie verstryk het nie.

(4) The Secretary of the Council shall issue to every employee or employer granted exemption a licence duly signed 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.

(5) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of such licence issued; and
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

26.—EMPLOYEES' REGISTER

Every employer shall not later than the 15th day of each month forward to—

The Secretary of the Industrial Council
P.O. Box 6649
Johannesburg, 2000

a list of all persons employed during the preceding month for whom minimum wages are prescribed in the Agreement and the rate of wages, occupation, date of engagement and the number of hours worked per week and/or per month of each employee.

27.—ULTRA VIRES

Should any of the provisions of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force for the unexpired period of this Agreement.

Signed at Johannesburg on behalf of the parties hereto on this 23rd day of May 1975.

A. H. STODEL, Chairman of the Council.

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

H. COHN, Secretary of the Council.

(4) Die Sekretaris van die Raad moet aan elke werknemer of werkewer aan wie vrystelling verleen is, 'n sertifikaat uitreik wat deur hom onderteken is en die volgende meld:

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

(5) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, agtereenvolgens nommer;
- (b) 'n afskrif behou van elke sertifikaat wat uitgereik is; en
- (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkewer stuur.

26.—WERKNEMERS SE REGISTER

Elke werkewer moet voor of op die 15de dag van elke maand 'n lys van alle persone wat gedurende die vorige maand in diens geneem is, en vir wie minimum lone in die Ooreenkoms voorgeskryf word, asook die loonskaal, beroep, datum van indiensneming en die getal ure wat weekliks en/of maandeliks deur elke werknemer gewerk is, stuur aan—

Die Sekretaris van die Nywerheidsraad
Posbus 6649
Johannesburg, 2000.

27.—ULTRA VIRES

As 'n hof met regsvvoegdheid enigeen van die bepalings van hierdie Ooreenkoms *ultra vires* verklaar, moet die oorblywende bepalings van hierdie Ooreenkoms geag word die Ooreenkoms uit te maak, en bly dit van krag vir die onverstreke tydperk van hierdie Ooreenkoms.

Namens die partye op hede die 23ste dag van Mei 1975 te Johannesburg onderteken.

A. H. STODEL, Voorsitter van die Raad.

A. E. NICHOLSON, Ondervoorsitter van die Raad.

H. COHN, Sekretaris van die Raad.

ANNEXURE A

Certificate of service issued in terms of clause 16 of the Industrial Council Agreement of the Cinematograph and Theatre Industry of South Africa.

I/We,
carrying on business under the style of
at
hereby certify that Mr/Mrs/Miss was employed by me/us
from the day of 19 to the day of 19
in the occupation of
On termination of employment his/her wage was rand cents per hour/week/month.

..... Signature of employer or person authorised
by him

Delete whichever inapplicable.

AANHANGSEL A

Dienssertifikaat kragtens klousule 16 van die Nywerheidsraadooreenkoms vir die Bioskoop- en Skouburgbedryf van Suid-Afrika uitgereik.

Ek/Ons,
wat besigheid dryf onder die naam
te
verklaar hierby dat mnr./mev./mej. by my/ons in diens was
vanaf die dag van 19 tot die dag van 19
in die beroep van
By diensbeëindiging was sy/haar loon rand sent per uur/week/maand.

Handtekening van werkewer of persoon deur
hom gemagtig

Skrap wat nie van toepassing is nie.

ANNEXURE B

DAILY ATTENDANCE REGISTER

Name of employee	Surname	Initials	Employee class (occupation)	BASIS OF ENGAGEMENT Rate per hour/week/month	MONTH ENDING	Day	Month	Year
------------------	---------	----------	-----------------------------	---	--------------	-----	-------	------

EMPLOYEE'S DAILY ENTRIES MUST BE MADE AND SIGNED IN INK

DATE	Day of week	HOURS WORKED										Total number of overtime hours worked	Signature of employee	Remarks by employer	Remarks by Industrial Council agent						
		1st work period			2nd work period			3rd work period			4th work period			5th work period			Midnight show				
		B R E A K	Time work started	Time work stopped	Number of hours worked	B R E A K	Time work started	Time work stopped	Number of hours worked	B R E A K	Time work started	Time work stopped	Number of hours worked	B R E A K	Time work started	Time work stopped	Number of hours worked	B R E A K	Time work started	Time work stopped	Number of hours worked
1																					
2																					
3																					
4																					
5																					
6																					
7																					
8																					
9																					
10																					
11																					
12																					
13																					
14																					
15																					
16																					
17																					
18																					
19																					
20																					
21																					
22																					
23																					
24																					
25																					
26																					
27																					
28																					
29																					
30																					
31																					

This document shall be kept for a period of not less than three years from the date of the last entry.

TOTAL OVERTIME WORKED FOR THE MONTH

Checked by

Signed by employer or authorised representative

AANHANGSEL B

DAAGLIKSE BYWONINGSREGISTER

Naam van werknemer	Familienaam	Voorletters	Klas werknemer (beroep)	GRONDSLAG VAN INDIENSNEMING Loonskala per uur/week/maand	MAAND EINDIGENDE	Dag	Maand	Jaar
--------------------	-------------	-------------	-------------------------	---	------------------	-----	-------	------

WERKNEMERS SE DAAGLIKSE INSKRYWING MOET MET INK GEDOE EN ONDERTEKEN WORD

D A T U M	Dag van week	URE GEWERK																		Opmerkings van werkgever. As werknemer afwesig is, moet die rede vir sy afwezigheid gemeld word en deur die werkgever onderteken word	Opmerkings van Nywerheidsraad se agent					
		1ste werkperiode			2de werkperiode			3de werkperiode			4de werkperiode			5de werkperiode			Middernagvertoning			Totale getal oortydure gewerk		Handtekening van werknemer				
		P O U S E	Begin-tyd van werk	Op-houtyd van werk	Getal ure ge-werk	P O U S E	Begin-tyd van werk	Op-houtyd van werk	Getal ure ge-werk	P O U S E	Begin-tyd van werk	Op-houtyd van werk	Getal ure ge-werk	P O U S E	Begin-tyd van werk	Op-houtyd van werk	Getal ure ge-werk	P O U S E	Begin-tyd van werk	Op-houtyd van werk	Getal ure ge-werk	Daag-likhs	Week-likhs	Week-likhs		
1																										
2																										
3																										
4																										
5																										
6																										
7																										
8																										
9																										
10																										
11																										
12																										
13																										
14																										
15																										
16																										
17																										
18																										
19																										
20																										
21																										
22																										
23																										
24																										
25																										
26																										
27																										
28																										
29																										
30																										
31																										

Hierdie dokument moet vir 'n tydperk van minstens drie jaar vanaf die datum van die jongste inskrywing gehou word.

TOTALE OORTYD IN DIE MAAND GEWERK

Nagesien deur

Deur werkgever of gemachtigde verteenwoordiger onderteken

ANNEXURE C

THE INDUSTRIAL COUNCIL OF THE CINEMATOGRAPH AND THEATRE INDUSTRY OF SOUTH AFRICA
NOTIFICATION OF CHANGES OF PARTICULARS

The Secretary
 P.O. Box 6649
 Johannesburg
 2000

Dear Sir,

In accordance with clause 20 (2) of the Industrial Council Agreement, I have to advise you of the following changes in the particulars contained in the statement(s) previously furnished to you under clause 20 (1) of the said Agreement, with effect from.....

1. Name under which business is carried on.....
2. Address of head office or registered office in the Republic.....
3. Address at which business is carried on.....
4. Description, names and addresses of management:

<i>Description</i>	<i>Full name</i>	<i>Residential addresses</i>
Proprietor.....		
Partners.....		

Directors (in case of company).....	

Yours faithfully,

.....
 Signature of employer or person authorised by him

AANHANGSEL C

DIE NYWERHEIDSRAAD VIR DIE BIOSKOOP- EN SKOUBURGBEDRYF VAN SUID-AFRIKA
KENNISGEWING VAN VERANDERINGS VAN BESONDERHEDE

Datum.....

Die Sekretaris
 Posbus 6649
 Johannesburg
 2000

Meneer,

Ingevolge klosule 20 (2) van die Nywerheidsraadooreenkoms, stel ek u in kennis van die volgende veranderings, met ingang van, in die besonderhede vervat in die staat/state wat voorheen ingevolge klosule 20 (1) van genoemde Ooreenkoms aan u verstrek is:

1. Naam waaronder besigheid gedryf word.....
2. Adres van hoofkantoor of geregistreerde kantoor in die Republiek.....
3. Adres waar besigheid gedryf word.....
4. Beskrywing, name en adresse van bestuur:

<i>Beskrywing</i>	<i>Naam voluit</i>	<i>Woonadres</i>
-------------------	--------------------	------------------

Eienaar.....		
Vennote.....		

Direkteure (in geval van 'n maatskappy).....		

Die uwe,

.....
 Handtekening van werkgewer of persoon deur hom gemagtig

ANNEXURE D

INDUSTRIAL COUNCIL FOR THE CINEMATOGRAPH AND THEATRE INDUSTRY OF SOUTH AFRICA
EMPLOYERS' MONTHLY RETURN OF INDUSTRIAL COUNCIL CONTRIBUTIONS

The Secretary
P.O. Box 6649
Johannesburg
2000

Name of establishment:	Address of establishment:		
	Area A or B (delete whichever is not applicable)		
Contributions in respect of the employees listed below for the month ending:	Day	Month	Year

	Employee's name	Sex	Race	Occupation	Rate per hour	No. of hours worked per week	Basic salary weekly or monthly	No. of weeks	Employee's contributions: 9c per week, or 39c per month	These columns must be completed every month		
										Date engaged	Date of termination	Amount of pro rata leave pay paid
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
Amount due on behalf of employees.....										N.B.—No fees due on behalf of an employee who works on less than two days in any week.		
+ Equal amount due by employer.....												
Total amount due.....												

AANHANGSEL D

NYWERHEIDSRAAD VIR DIE BIOSKOOP- EN SKOUBURGBEDRYF VAN SUID-AFRIKA
WERKGEWERS SE MAANDELIKSE OPGawe VAN BYDRAES VIR NYWERHEIDSRAAD

Die Sekretaris
Posbus 6649
Johannesburg
2000

Naam van bedryfsinrigting:	Adres van bedryfsinrigting:		
	Gebied A of B (skrap wat nie van toepassing is nie)		
Bydraes van werknemers hieronder vermeld vir die maand eindigende:	Dag	Maand	Jaar

Werknemer se naam	Ge-slag	Ras	Beroep	Loon-skaal per uur	Getal ure per week ge-werk	Basiese salaris weekliks of maandeliks	Getal weke	Werknemer se bydraes: 9c per week, of 39c per maand	Hierdie kolomme moet elke maand ingeval word		
									Datum aangestel	Datum van diens-beëindiging	Bedrag van pro rata-verlof betaal
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
Bedrag betaalbaar namens werknemers.....									L.W.—Geen bedrag verskuldig namens 'n werknemer wat minder as twee dae per week werk nie.		
+ Gelyke bedrag verskuldig deur werkgewer.....											
Totale bedrag verskuldig.....											

ANNEXURE E

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

REGISTRATION OF EMPLOYERS

Note.—The information to be submitted on this form is to be limited only to the activities of the business within the area of jurisdiction of the Council.

The Secretary
P.O. Box 6649
Johannesburg
2000

Dear Sir,

In accordance with clause 20 of the Industrial Council Agreement, I hereby furnish the following particulars in connection with this business:

1. Name under which business is carried on.....
2. Address at which business is carried on.....
3. (a) Magisterial area in which business is carried on.....
(b) State whether Area A or B [refer clause 3 (3) and (4)].
4. Address of head office or registered office in the Republic.....
5. Date commenced trading (includes date of new ownership and/or date of change of name and/or date of change of address of the business and/or date of change of partners or directors).
6. Description, names and addresses of management:

<i>Description</i>	<i>Full name</i>	<i>Residential address</i>
Proprietor.....		
Partners.....		

Directors (in case of company).....

Yours faithfully,

Date..... Signature of employer or person authorised by him.....

Notes:

- (1) Delete irrelevant headings at 6.
- (2) If space is insufficient, attach a supplementary statement.

N.B.—A separate registration return is required in respect of each place where an employer carries on business.

AANHANGSEL E

DIE NYWERHEIDSRAAD VIR DIE BIOSKOOP- EN SKOUBURGBEDRYF VAN SUID-AFRIKA
REGISTRASIE VAN WERKGEWERS

Opmerking.—Die inligting wat op hierdie vorm verstrekk moet word, moet net tot die werksaamhede van die besigheid binne die Raad se regssgebied beperk word.

Die Sekretaris
Posbus 6649
Johannesburg
2000

Meneer,

Ingevolge klousule 20 van die Nywerheidsraadooreenkoms verstrekk ek hierby die volgende besonderhede in verband met hierdie besigheid:

1. Naam waaronder besigheid gedryf word.....
2. Adres waar besigheid gedryf word.....
3. (a) Landdroogebied waarin besigheid gedryf word.....
(b) Meld of dit Gebied A of B is [kyk klousule 3 (3) en (4)].
4. Adres van hoofkantoor of geregistreerde kantoor in die Republiek.....
5. Datum met handeldrywery begin (sluit in datum van nuwe eienaarskap en/of datum van naamverandering en/of datum van adresverandering van die besigheid en/of datum van verandering van vennote of direkteure).
6. Beskrywing, name en adresse van bestuur:

<i>Beskrywing</i>	<i>Naam voluit</i>	<i>Woonadres</i>
Eienaar.....		
Vennote.....		

Direkteure (in geval van 'n maatskappy).....

Die uwe,

Datum.....

Handtekening van werkgewer of persoon deur
hom gemagtig

Opmerkings:

- (1) Skrap ontoepaslike opskrifte by 6.

- (2) As ruimte onvoldoende is, heg aanvullende staat aan.

L.W.—'n Aparte registrasievorm word vereis vir elke plek waar 'n werkgewer besigheid dryf.

No. R. 1906

9 October 1975

No. R. 1906

9 Oktober 1975

INDUSTRIAL CONCILIATION ACT, 1956.

CINEMATOGRAPH AND THEATRE INDUSTRY—
CANCELLATION OF GOVERNMENT NOTICE

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice R. 1344 of 11 July 1975 with effect from the second Monday after the date of publication of this notice.

M. VILJOEN, Minister of Labour.

WET OP NYWERHEIDSVERSOENING, 1956
BIOSKOOP- EN SKOUBURGBEDRYF.—INTREKKING VAN GOEWERMENSKENNISGEWING

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewing R. 1344 van 11 Julie 1975 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

M. VILJOEN, Minister van Arbeid.

AGROCHEMOPHYSICA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Biochemistry, Biometry, Soil Science, Agricultural Engineering, Agricultural Meteorology and Analysis Techniques. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at 50 cents per copy or R2 per annum, post free (foreign 60 cents per copy or R2,40 per annum).

AGROCHEMOPHYSICA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Biochemie, Biometriek, Grondkunde, Landbou-ingenieurswese, Landbouwerkunde en Ontledingstegnieke. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskritte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen 50 cent per eksemplaar of R2 per jaar, posvry (buitelands 60 cent per eksemplaar of R2,40 per jaar).

FLORA OF SOUTHERN AFRICA

A taxonomic treatment of the flora of the Republic of South Africa, Lesotho, Swaziland and South-West Africa. To be completed in 33 volumes, not in numerical sequence.

Now available:

Vol. 1 (1966). Price R1,75. Overseas: R2,20. Post free.

Vol. 13 (1970). Price R10. Overseas: R12. Post free.

Vol. 26 (1963). Price R4,60. Overseas: R5,75. Post free.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

FLORA VAN SUIDELIKE AFRIKA

'n Taksonomiese behandeling van die flora van die Republiek van Suid-Afrika, Lesotho, Swaziland en Suidwes-Afrika. Sal bestaan uit 33 volumes, nie in numeriese volgorde nie.

Reeds beskikbaar:

Vol. 1 (1966). Prys R1,75. Oorsee: R2,20. Posvry.

Vol. 13 (1970). Prys R1. Oorsee: R12. Posvry.

Vol. 26 (1963). Prys R4,60. Oorsee: R5,75. Posvry.

Verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria.

Buy National Savings Certificates
Koop Nasionale Spaarsertifikate

BOTHALIA

Bothalia is a medium for the publication of botanical papers dealing with the flora and vegetation of Southern Africa. One or two parts of the journal are published annually.

The following parts are available:

Vol. 3 Part 1 out of print	Vol. 7 Part 1 1958 R2
2 1937 75c	2 1960 R3
3 1938 75c	3 1961 R3
4 1939 75c	4 1962 R3
Vol. 4 Part 1 1941 75c	Vol. 8 Part 1 1962 R3
2 1942 75c	2 1964 R3
3 1948 75c	3 1965 R3
4 1948 75c	4 1965 R3
Vol. 5 1950 R3	Supplement
Vol. 6 Part 1 1951 R1,50	Vol. 9 Part 1 1966 R3
2 1954 R2,50	2 1967 R3
3 1956 R2	3 and 4
4 1957 R2	1969 R6
Vol. 10 Part 1 1969 R3	
	2 1971 R3
	3 1971 R3
	4 1972 R3

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

BOTHALIA

Bothalia is 'n medium vir die publikasie van plantkundige artikels oor die flora en plantegroei van Suidelike Afrika. Een of twee dele van die tydskrif word jaarliks gepubliseer.

Die volgende dele is beskikbaar:

Vol. 3 Deel 1 uit druk	Vol. 7 Deel 1 1958 R2
2 1937 75c	2 1960 R3
3 1938 75c	3 1961 R3
4 1939 75c	4 1962 R3
Vol. 4 Deel 1 1941 75c	Vol. 8 Deel 1 1962 R3
2 1942 75c	2 1964 R3
3 1948 75c	3 1965 R3
4 1948 75c	4 1965 R3
Vol. 5 1950 R3	Supplement
Vol. 6 Deel 1 1951 R1,50	Vol. 9 Deel 1 1966 R3
2 1954 R2,50	2 1967 R3
3 1956 R2	3 en 4
4 1957 R2	1969 R6
Vol. 10 Deel 1 1969 R3	
	2 1971 R3
	3 1971 R3
	4 1972 R3

Verkrybaar van die Direkteur, Afdeling Landbouinligting, Privaatsak X144, Pretoria.

THE ONDERSTEPOORT JOURNAL OF VETERINARY RESEARCH

The Onderstepoort Journal of Veterinary Research is printed by the Government Printer, Pretoria, and is obtainable from the Director, Division of Agricultural Information, Department of Agricultural Technical Services, Private Bag X144, Pretoria, 0001, to whom all communications should be addressed.

This publication is a continuation of the Reports of the Government Veterinary Bacteriologist of the Transvaal which date back to 1903 and of which 18 have appeared up to 1932. These were followed by 40 volumes of the Onderstepoort Journal. At present each volume comprises four numbers which are obtainable at R1,35 (overseas postage 10c extra) per number from the above address.

Directors of laboratories etc. desiring to exchange publications are invited to communicate with the Director, Veterinary Research Institute, P.O. Onderstepoort, 0110, Republic of South Africa.

THE ONDERSTEPOORT JOURNAL OF VETERINARY RESEARCH

Die "Onderstepoort Journal of Veterinary Research" word deur die Staatsdrukker, Pretoria, gedruk en is verkrybaar van die Direkteur, Afdeling Landbouinligting, Departement van Landbou-tegniese Dienste, Privaatsak X144, Pretoria, 0001, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Hierdie publikasie is 'n voortsetting van die "Reports of the Government Veterinary Bacteriologist of the Transvaal" wat terugdateer tot 1903 en waarvan 18 verskyn het tot 1932. Dit is gevolg deur 40 volumes van die "Onderstepoort Journal". Tans bestaan elke volume uit vier nommers wat teen R1,35 (oorsee posgeld 10 sent ekstra) per nommer van bogenoemde adres verkrybaar is.

Direkteure van laboratoriums ens. wat begerig is om publikasies om te ruil moet in verbinding tree met die Direkteur, Navorsings-instituut vir Veearsenykunde, P.O. Onderstepoort, 0110, Republiek van Suid-Afrika.

MEMOIRS OF THE BOTANICAL SURVEY OF SOUTH AFRICA

The memoirs are individual treatises, usually of an ecological nature, but sometimes taxonomic or concerned with economic botany. Thirty-nine numbers have been published, some of which are out of print.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

MEMOIRS VAN DIE BOTANIESE OPNAME VAN SUID-AFRIKA

Die memoirs is individuele verhandelings, gewoonlik ekologies van aard, maar soms handel dit oor taksonomiese of ekonomiese-plantkundige onderwerpe. Negeen-dertig nommers is reeds gepubliseer waarvan sommige uit druk is.

Verkrybaar van die Direkteur, Afdeling Landbouinligting, Privaatsak X144, Pretoria.

IMPORTANT ANNOUNCEMENT

Closing Times for Legal Notices and Government Notices

AMENDMENT OF CLOSING TIMES FOR LEGAL NOTICES AND GOVERNMENT NOTICES

LATE NOTICES WILL BE PUBLISHED IN THE SUBSEQUENT ISSUES.

As 28 and 31 March, 8 May, 14 August, 1 September, 10 October, 16, 25 and 26 December 1975, are public holidays, the closing times for acceptance of legal notices, Government notices, etc., will be as follows:

15h00 on Wednesday, 19 March for the issue of Thursday, 27 March.

15h00 on Wednesday, 26 March for the issue of Friday, 4 April.

15h00 on Thursday, 1 May for the issue of Friday, 9 May.

15h00 on Thursday, 7 August for the issue of Friday, 15 August.

15h00 on Thursday, 28 August for the issue of Friday, 5 September.

15h00 on Thursday, 2 October for the issue of Thursday, 9 October.

15h00 on Thursday, 11 December for the issue of Friday, 19 December.

15h00 on Monday, 15 December for the issue of Wednesday, 24 December.

15h00 on Monday, 22 December for the issue of Friday, 2 January 1976.

BELANGRIKE AANKONDIGING

Sluitingstye vir Wetlike Kennisgewings en Goewermentskennisgewings

WYSIGING VAN SLUITINGSTYE VIR WETLIKE KENNISGEWINGS EN GOEWERMENTSKENNISGEWINGS

LAAT KENNISGEWINGS SAL IN DIE DAAROPVOLGENDE UITGAWES GEPLAAS WORD.

Aangesien 28 en 31 Maart, 8 Mei, 14 Augustus, 1 September, 10 Oktober, 16, 25 en 26 Desember 1975, openbare vakansiedae is, sal die sluitingstye vir die aanname van wetlike kennisgewings en Goewermentskennisgewings, ens., as volg wees:

15h00 op Woensdag, 19 Maart vir die uitgawe van Donderdag, 27 Maart.

15h00 op Woensdag, 26 Maart vir die uitgawe van Vrydag, 4 April.

15h00 op Donderdag, 1 Mei vir die uitgawe van Vrydag, 9 Mei.

15h00 op Donderdag, 7 Augustus vir die uitgawe van Vrydag, 15 Augustus.

15h00 op Donderdag, 28 Augustus vir die uitgawe van Vrydag, 5 September.

15h00 op Donderdag, 2 Oktober vir die uitgawe van Donderdag, 9 Oktober.

15h00 op Donderdag, 11 Desember vir die uitgawe van Vrydag, 19 Desember.

15h00 op Maandag, 15 Desember vir die uitgawe van Woensdag, 24 Desember.

15h00 op Maandag, 22 Desember vir die uitgawe van Vrydag, 2 Januarie 1976.

Buy National Savings Certificates

Koop Nasionale Spaarsertifikate

To ensure a

Satisfactory Telephone Service

- Read the special services and other information pages of your directory for useful hints and directions.
- Avoid long conversations.
- Be sure of the number you want before making a call.
- Answer your telephone promptly and speak distinctly.

Om 'n

Bevredigende Telefoon diens

te verseker:

- Lees die nuttige wenke en aanwysings wat op die bladsye in verband met spesiale dienste en oor ander inligting in u telefoongids voorkom.
- Maak u gesprekke so kort moontlik.
- Wees seker dat u die regte nommer het voordat u 'n oproep maak.
- Beantwoord u telefoon onmiddellik en praat duidelik.

Buy National Savings Certificates

Koop Nasionale Spaarsertifikate

GOEWERMENTSKENNISGEWINGS

CONTENTS

No.	Page
GOVERNMENT NOTICES	
Labour, Department of	
<i>Government Notices</i>	
R.1905. Cinematograph and Theatre Industry ...	1
R.1906. Cinematograph and Theatre Industry: Cancellation of Government Notice	27

INHOUD

No.	Bladsy
GOEWERMENTSKENNISGEWINGS	
Arbeid, Departement van	
<i>Goewermentskennisgewings</i>	
R.1905. Bioskoop- en Skouburgbedryf ...	1
R.1906. Bioskoop- en Skouburgbedryf: Intrekking van Goewermentskennisgewing	27

