



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 3380

REGULATION GAZETTE No. 3380

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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 309

26 Februarie 1982

WET OP ARBEIDSVERHOUDINGE, 1956

BIOSKOOP- EN SKOUBURGBEDRYF

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 Maart 1982 en vir die tydperk wat op 28 Februarie 1983 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) 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 1 Maart 1982 en vir die tydperk wat op 28 Februarie 1983 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BIOSKOOP- EN SKOUBURGBEDRYF VAN SUID-AFRIKA

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangaan tussen die

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

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

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 309

26 February 1982

LABOUR RELATIONS ACT, 1956

CINEMATOGRAPH AND THEATRE INDUSTRY

I, Stephanus Petrus Botha, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 March 1982 and for the period ending 28 February 1983, 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; and

(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 1 March 1982 and for the period ending 28 February 1983, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

S. P. BOTHA, Minister of Manpower.

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 by and 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 (hierna die "werknemers" of die "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 toepassingsbestek van Ooreenkoms.
2. Geldigheidsduur.
3. Woordoms krywing.
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 werknemers van vakvereniging.
22. Vakverenigingvertegenwoordigers in die Raad.
23. Vakverenigingsledegeld.
24. Uitgawes van die Raad.
25. Vystellings van die Ooreenkoms.
26. Aanstellingsbrief.
27. *Ultra vires*.

DEEL I

1. GEBIED EN TOEPASSINGSBESTEK 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 werknemers wat lede is van die vakvereniging;

(b) in die volgende gebiede:

(i) *Kaaprovinsie*.—In die landdrostrikte Albany, Bellville, in daardie gedeelte van die landdrostrik Malmesbury wat voor die publikasie van Goewermenskennisgewing 171 van 8 Februarie 1957 binne die landdrostrik Bellville geval het, Caledon, Die Kaap, Oos-Londen, Goodwood, Hermanus, Kimberley, in daardie gedeeltes van die landdrostrik Warrenton wat voor die publikasie van Goewermenskennisgewings 2259 van 22 Oktober 1948 en 1631 van 25 Oktober 1957 binne die landdrostrik Kimberley geval het, in daardie gedeelte van die landdrostrik Herbert wat voor die publikasie van Goewermenskennisgewing 1631 van 25 Oktober 1957 binne die landdrostrik Kimberley geval het, King William's Town (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing 2551 van 16 November 1979 nie binne die landdrostrik King William's Town geval het nie), Kirkwood, Kuilsrivier, Oudtshoorn, Paarl, Port Elizabeth (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing 1974 van 26 September 1980 binne die landdrostrik Hankey geval het), in daardie gedeelte van die landdrostrik Hankey wat voor die publikasie van Goewermenskennisgewing 1515 van 4 Oktober 1963 binne die landdrostrik Port Elizabeth geval het, Queenstown, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Wellington, Worcester en Wynberg;

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

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

being the 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 uniform clothing.
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 the Council.
20. Registration of employers.
21. Employment of trade union labour.
22. Trade union representatives on the Council.
23. Trade union membership fees.
24. Expenses of the Council.
25. Exemptions from Agreement.
26. Letter of Appointment.
27. *Ultra vires*.

PART I

1. AREA AND SCOPE OF APPLICATION

(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 Districts 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, 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 (excluding that portion which, prior to the publication of Government Notice 2551 of 16 November 1979, did not fall within the Magisterial District of King William's Town), Kirkwood, Kuils River, Oudtshoorn, Paarl, Port Elizabeth (excluding that portion which, prior to the publication of Government Notice 1974 of 26 September 1980, fell within the Magisterial District of Hankey), 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 and Wynberg;

(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) *Oranje-Vrystaat*.—In die landdrostrikte Bethlehem, Bloemfontein [uitgesonderd daardie gedeelte wat voor 1 Januarie 1972 (Goewermentskennisgewing 2076 van 19 November 1971) binne die landdrostrik Thaba Nchu geval het], Kroonstad, in daardie gedeeltes van die landdrostrikte Jagersfontein en Petrusburg wat voor die publikasie van Goewermentskennisgewing 1106 van 26 Julie 1963 binne die landdrostrik Bloemfontein geval het en in daardie gedeeltes van die landdrostrikte 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 landdrostrik Kroonstad geval het;

(iv) *Transvaal*.—In die landdrostrikte Alberton, Benoni, Boksburg, Brakpan (uitgesonderd daardie gedeeltes van laasgenoemde twee landdrostrikte wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrostrik Heidelberg geval het), Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 749 van 19 Mei 1961 binne die landdrostrik 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 landdrostrik Krugersdorp geval het nie), Nigel [uitgesonderd daardie gedeelte wat voor 1 Julie 1972 (Goewermentskennisgewing 871 van 26 Mei 1972) binne die landdrostrik Balfour geval het], Potchefstroom, Pretoria (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 91 van 11 Januarie 1946 binne die landdrostrik Bronkhorstspuit geval het), Randburg, Roodepoort, Springs, Wonderboom, in daardie gedeeltes van die landdrostrikte 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 landdrostrik Krugersdorp geval het, in daardie gedeeltes van die landdrostrikte Warmbad en Cullinan wat voor die publikasie van onderskeidelik Goewermentskennisgewings 1410 van 23 Junie 1950 en 970 van 30 Mei 1968 binne die landdrostrik Pretoria geval het, in daardie gedeelte van die landdrostrik Brits wat voor 1 Junie 1972 (Goewermentskennisgewing 870 van 26 Mei 1972) binne die landdrostrik Pretoria geval het, in daardie gedeeltes van die landdrostrikte Oberholzer, Randfontein en Westonaria wat voor die publikasie van onderskeidelik Goewermentskennisgewings 1717 van 14 Augustus 1953 en 2546 van 5 Desember 1947 en 1745 van 1 September 1978 binne die landdrostrik Potchefstroom geval het en in daardie gedeelte van die landdrostrik Westonaria wat voor die publikasie van Goewermentskennisgewing 1476 van 30 September 1966 binne die landdrostrik 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. GELDIGHEDSDUUR

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

3. WOORDOMSKRYWING

(A) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenings, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van sodanige wet. Alle omskrywings wat hieronder uiteengesit word, dui die vernaamste pligte aan wat deur elke graad 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 Nywerheidsversoenings, 1956 (Wet 28 van 1956);
- (2) "Gebied A" die landdrostrikte wat soos volg onder die provinsies gelys word:

(a) *Kaaprovinsie*.—Bellville, daardie gedeelte van die landdrostrik Malmesbury wat voor die publikasie van Goewermentskennisgewing 171 van 8 Februarie 1957 binne die landdrostrik Bellville geval het, Die Kaap, Goodwood, Kimberley, Oos-Londen, daardie gedeeltes van die landdrostrik Warrenton wat voor die publikasie van Goewermentskennisgewings 2259 van 22 Oktober 1948 en 1631 van 25 Oktober 1957 binne die landdrostrik Kimberley geval het, daardie gedeelte van die landdrostrik Herbert wat voor die publikasie van Goewermentskennisgewing 1631 van 25 Oktober 1957 binne die landdrostrik Kimberley geval het, Port Elizabeth, daardie gedeelte van die landdrostrik Hankey wat voor die publikasie van Goewermentskennisgewing 1515 van 4 Oktober 1963 binne die landdrostrik Port Elizabeth geval het (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1974 van 26 September 1980 binne die landdrostrik Hankey 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 landdrostrik Umlazi geval het), Pietermaritzburg en daardie gedeelte van die landdrostrik Pinetown wat voor die publikasie van Goewermentskennisgewing 188 van 17 Februarie 1967 binne die landdrostrik Durban geval het;

(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 Bronkhorstspuit), Randburg, Roodepoort, Springs, Wonderboom, 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 that portion of the Magisterial District of Brits 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, Randfontein and Westonaria which, prior to the publication of Government Notices 1717 of 14 August 1953 and 2546 of 5 December 1947, and 1745 of 1 September 1978 respectively, fell within the Magisterial District of Potchefstroom and 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 one year 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 grade 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);
- (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 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, 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 (excluding that portion which, prior to the publication of Government Notice 1974 of 26 September 1980, fell within the Magisterial District of Hankey), 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 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;

(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 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;

(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 dié 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, Randfontein en Westonaria wat voor die publikasie van onderskeidelik Goewermentskennisgewings 1717 van 14 Augustus 1953, No. 2546 van 5 Desember 1947 en 1745 van 1 September 1978 binne die landdrosdistrik Potchefstroom geval het, Pretoria (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 91 van 11 Januarie 1946 binne die landdrosdistrik Bronkhorstspuit 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, Springs en Wonderboom;

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

(a) *Kaaprovinsie*.—Albany, Caledon, Hermanus, King William's Town (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 2551 van 16 November 1979 nie binne die landdrosdistrik King William's Town geval het nie), Kirkwood, Kuilsrivier, Oudtshoorn, Paarl, Queenstown, Somerset-Wes, Stellenbosch, Strand, Wellington en Worcester;

(b) *Oranje-Vrystaat*.—Bethlehem, Kroonstad, 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;

(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) "kalendermaand" die tydperk vanaf die eerste dag van 'n bepaalde maand tot die laaste dag van daardie maand;

(5) "uitroeper" 'n werknemer wat een of meer van die volgende werksaamhede in 'n bedryfsinrigting verrig:

(a) Bestellings oordra aan kombuispersoneel;

(b) skinkborde gereed maak vir die uitvoering van sodanige bestellings;

(c) akteurs en/of verhoogpersoneel aansê;

(6) "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;

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

(8) "motorkontroleur-verkoper-toonbankbediener" 'n werknemer wat, benewens die verrigting van 'n motorkontroleurverkoper se pligte, eetgoed en/of verversings en/of ander goedere by 'n toonbank in 'n bioskoop verkoop;

(9) "kassier" 'n werknemer, uitgesonderd 'n toonbankbediener, wat die kontant vir die verkoop van goedere en/of kaartjies in ontvangs neem en wat sake hanteer wat regstreeks daarmee gepaard gaan;

(10) "kassier-toesighouer" 'n werknemer, uitgesonderd 'n toonbanktoesighouer, wat hoofsaaklik die kontant in ontvangs neem en sake hanteer wat regstreeks daarmee gepaard gaan en toesig oor die personeel hou;

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

(c) *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 1476 of 30 September 1966, fell within the Magisterial District of Krugersdorp), 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 Districts of Oberholzer, Potchefstroom, those portions of the Magisterial Districts of Randfontein and Westonaria which, prior to the publication of Government Notices 1717 of 14 August 1953, 2546 of 5 December 1947 and 1745 of 1 September 1978 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 Bronkhorstspuit), those portions of the Magisterial Districts of Warmbaths 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 District 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, Springs and Wonderboom;

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

(a) *Cape Province*.—Albany, Caledon, Hermanus, King William's Town (excluding that, portion which, prior to the publication of Government Notice 2551 of 16 November 1979, did not fall within the Magisterial District of King William's Town), Kirkwood, Kuils River, Oudtshoorn, Paarl, Queenstown, Somerset West, Stellenbosch, Strand, Wellington and Worcester;

(b) *Orange Free State*.—Bethlehem, Kroonstad, 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;

(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) "calendar month" means the period from the first day of a particular month to the last day of that month;

(5) "caller" means an employee who is engaged in one or more of the following activities in an establishment:

(a) Transmitting orders to kitchen staff;

(b) preparing trays for the execution of such orders;

(c) alerting actors and/or stage staff;

(6) "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;

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

(8) "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 edibles and/or refreshments and/or other goods;

(9) "cashier" means an employee, other than a counterhand, engaged in the taking of cash for the sale of goods and/or tickets and who deals with matters directly incidental thereto;

(10) "cashier-supervisor" means an employee, other than a counterhand-supervisor, engaged mainly in the taking of cash and matters directly incidental thereto and who supervises staff;

(11) "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;

(12) "bioskoopassistent" 'n werknemer wat benewens die pligte van 'n algemene werker een of meer van die volgende werksaamhede verrig:

- (a) Projekteerders en rolprentmasjiën- en klanktegnici help;
- (b) alle voedselitems berei en gaarmaak, dit toedraai en in voedselverwarmers en bains-marie verpak;
- (c) 'n masjiën 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 vou en opstapel;
- (f) goedere toedraai;
- (g) toebebroodjies en roostertoebebroodjies berei, vars vrugte en/of vrugteslaai en slaai uit vars of bereide groente berei; hamburgers, worsbroodjies, wafels en pannekoek, kerrie en rys, gewone panvoedsel en roostergerigte, vis en skyfies, vetkoek, viskoekies en geroosterde hoenders berei; en
- (h) sodanige voedselitems in paragraaf (g) hierbo bedoel en koue bereide slaaisouse, gestoofde geregte, gekookte vleis en/of groente of in borde of in houters plaas;

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

- (a) werkgewers en werknemers met mekaar geassosieer is vir die oprigting van toneelrekwisiete en die onderhoud en montering van elektriese en ander uitrusting, met inbegrip van rolprente van 35 mm, in verband 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 ander 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 dergelike persone, uitgesonderd die verskaffing van verversings; en
- (e) bioskoopuitrusting en/of -bybehore, met inbegrip van advertensiemateriaal en/of projeksiëbybehore, deur 'n werkgewer in voorraad gehou, verkoop en/of verhuur word, en waarin ontwikkelde rolprente van 35 mm vir openbare vertoning versprei word, en dit sluit ook in herstelwerk aan al bogenoemde uitrusting en/of bybehore deur sodanige werkgewer met die doel om sodanige uitrusting en/of bybehore in voorraad te hou, te verkoop en/of te verhuur;

(14) "rolprentmasjiën- en klanktegnikus" 'n werknemer wat een of meer van die volgende werksaamhede verrig: die installering, oprigting, onderhoud en herstel van klank- en/of elektroniese apparaat en/of uitrusting;

(15) "klerk/filmotekaris" 'n werknemer in diens in 'n bioskoop en/of skouburg en/of filмотеек en/of rolprentverspreidingsbedryfsinrigting wat een of meer van die volgende werksaamhede verrig:

- (a) Skryfwerk;
- (b) tikwerk;
- (c) liasseerwerk en alle ander soorte klerklike werk, met inbegrip van 'n skakelbordoprateur;
- (d) rolprente en/of kassette en/of uitrusting in verband daarmee uithuur en/of verkoop;
- (e) kontant in ontvangs neem;
- (16) "kleedkameropsigter" 'n werknemer in 'n bedryfsinrigting wat oor die kleedkamer toesig hou;

(17) "kompleks" 'n bedryfsinrigting waarin twee of meer bioskope en/of skouburge geleë is wat deur dieselfde werkgewer bedryf word;

(18) "kontinuiteitswerknemer" 'n werknemer wat 'n draaiboek in volgorde opbreek 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) "toonbankbediener" 'n werknemer wat by 'n toonbank in 'n bedryfsinrigting eetgoed en/of verversings en/of ander goedere verkoop;

(21) "toonbankbediener-toesighouer" 'n werknemer in 'n bedryfsinrigting wat benewens die pligte van 'n toonbankbediener toesig oor ander personeel hou;

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

(23) "dagloon" 'n bedrag wat bepaal word deur die gewone weekloon te deel deur die gemiddelde getal dae per week gewerk;

(24) "besteller" 'n werknemer wat briewe, boodskappe of goedere met 'n kragfiets of driewiel aflewer of vervoer;

(12) "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;
- (b) preparing and cooking all food items and wrapping and packing them into warmers and bain-marie;
- (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;
- (f) wrapping goods;
- (g) 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 foods and grills; fish and chips; vetkoeks, fish cakes and grilled chickens; and
- (h) placing such items of food mentioned in paragraph (g) above and cold prepared salad dressings, plating stews, boiled meats and/or vegetables either in plates or in containers;

(13) "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 takings 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, commissionaires, page boys, doorkeepers and the like by such employers, but not the provision of refreshments; and
- (e) is carried on the stocking, selling and/or hiring out of cinematograph equipment and/or accessories, including advertising material and/or projection accessories, undertaken by an employer in conjunction with the distribution of 35 mm processed film for public exhibition, and includes the repair of any of the said equipment and/or accessories by such employer for the purpose of stocking, selling and/or hiring out by him of such equipment and/or accessories;

(14) "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;

(15) "clerk/film librarian" means an employee engaged in a cinema and/or theatre and/or film library and/or film distribution establishment who is engaged in any one or more of the following activities:

- (a) Writing;
- (b) typing;
- (c) filing and any other form of clerical work and includes a telephone switchboard operator;
- (d) hiring out and/or selling of films and/or cassettes and/or equipment relating thereto;
- (e) taking cash;

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

(17) "complex" means an establishment in which two or more cinemas and/or theatres are situated and operated by the same employer;

(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);

(20) "counterhand" means an employee who is engaged at a counter in an establishment selling edibles and/or refreshments and/or other goods;

(21) "counterhand-supervisor" means an employee in an establishment who in addition to performing the duties of a counterhand supervises other staff;

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

(23) "daily wage" means an amount determined by dividing the weekly ordinary wage by the average number of days worked per week;

(24) "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;

(25) "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;

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

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

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

(29) "kleider/kleedster" 'n werknemer wat in die skouburg artieste moet aantrek en die kostumier moet help met die versorging en onderhoud van die klere, kostuums en garderobe;

(30) "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 vraag daarvan, en alle tye waartydens hy op sy pos moet bly gereed om te dryf;

(31) "elektrisiën" 'n werknemer wat sy vakleerlingskap as elektrisiën voltooi het en die houër is van 'n sertifikaat met hierdie strekking, of wat 'n vaardigheidssertifikaat 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 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;

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

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

(34) "noodwerk"—

(a) alle werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, natuurgeweld, diefstal of onklaar-raking 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 Spoorweë 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 bouwerksaamhede of strukturele veranderings;

(35) "werknemer" iemand wat werk verrig waarvoor 'n minimum loontarief in hierdie Ooreenkoms voorgeskryf word;

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

(37) "rolprent" ook alle woorde wat deur middel van letters of klanke op of in verband met 'n bioskooprolprent voortgebring word, alle prente wat vir vertoon deur middel van 'n meganiese toestel bedoel is, alle dele van 'n bioskooprolprent wat vertoon word ten einde sodanige rolprent te adverteer, alle vertoonde illustrasies van sake in verband met 'n bioskooprolprent, en alle rolprentkassette magnetiese bandkassette of videoplate vir openbare vertoon, maar nie rolprente wat deur die Suid-Afrikaanse Uit-saakorporasie of 'n staatsdepartement ingevoer of gemaak word nie;

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

Rolprente (a) skoonmaak, (b) opknep, (c) herstel, (d) wakseer, en (e) nagaan en las;

asook alle klerklike werk wat daarmee gepaard gaan;

(39) "passer en draaier" 'n werknemer wat sy vakleerlingskap as passer en draaier voltooi het en die houër is van 'n sertifikaat met hierdie strekking of wat 'n vaardigheidssertifikaat 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 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;

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

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

(25) "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;

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

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

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

(29) "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;

(30) "driver of a motor vehicle" means an employee other than a delivery employee, who is engaged in driving a motor vehicle, and for the purposes 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 load and all periods during which he is obliged to remain at his post in readiness to drive;

(31) "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;

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

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

(34) "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;

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

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

(37) "film" includes any words produced by letters or sounds upon or in connection with a cinematograph film, any picture intended for exhibition through the medium of a mechanical device, any portion of a cinematograph film exhibited for the purpose of advertising such film, any exhibited illustration of any matter relating to any cinematograph film, and any film cassette, magnetic tape cassette or video-plate for public exhibition, but does not include any film imported or made by the South African Broadcasting Corporation or any Department of State;

(38) "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;

and shall include any clerical work incidental thereto;

(39) "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;

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

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

(42) "heeltidse werknemer" 'n werknemer wat volgens 'n vaste week- of maandloon in diens is en wat ingevolge klousule 6 (1) (a) en (b) 44 of 48 gewone ure per week werk, na gelang van wat op hom van toepassing is;

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

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

(b) brandstof na stoomketels dra of daarin voer en as verwyder;

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

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

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

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

(g) latrines, buitegeboue en dergelike geboue of strukture afwit;

(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, vurf of eg strooi;

(k) kiste, bale, sakke of ander houers of 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 aangee;

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

(o) handpompe bedien;

(p) gordyne tydens bioskoopvertonings hanteer;

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

(r) tuinwerk verrig;

(s) 'n springmielimasjien bedien;

(t) bioskoopkaartjies sorteer en/of stempel en/of in 'n rak plaas; en

(u) sitplekkoortreksels en/of ander dergelike materiaal was, stryk, verpak, sorteer en beklee;

(44) (a) "werknemer graad 1" 'n werknemer wat een of meer van die volgende beroepe beoefen:

Rolprentmasjien- en klanktegnikus (uitgesonderd 16 mm);

elektrisiën;

passer en draaier;

plakkaatkunstenaar;

toneel rekwisietemaker;

dekorkunstenaar;

stofferder;

kostumier-toesighouer;

verhoogmeganis;

(b) "werknemer graad 2" 'n werknemer wat een of meer van die volgende beroepe beoefen:

Kassier-toesighouer;

versender-toesighouer;

magasynman-verkoper-toesighouer;

(c) "werknemer graad 3" 'n werknemer wat een of meer van die volgende beroepe beoefen:

Klerk/filmotekaris;

deurwag-portier;

(d) "werknemer graad 4" 'n werknemer wat een of meer van die volgende beroepe beoefen:

Kassier (uitgesonderd kassiers by inrybioskope in diens);

rolprentmasjien- en klanktegnikus—16 mm;

toonbankbediener-toesighouer;

versender;

kleder/kleedster;

projekteerder—35 mm en hoër;

toneelbaas;

toneelingangwag;

verhoogelektrisiën;

verhooghandlanger;

(e) "werknemer graad 5" 'n werknemer wat een of meer van die volgende beroepe beoefen:

Kontinuiteitswerknemer;

faktotum;

rolprentfilmsamesteller;

(42) "full-time employee" means an employee who is engaged on a fixed weekly or monthly wage, and who works a 44 or 48 ordinary hourly week, as may be applicable to him, in terms of clause 6 (1) (a) and (b);

(43) "general worker" means an employee engaged in one or more of the following activities in an establishment:

(a) Cleaning premises, workshops, theatres, or cinemas, 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;

(t) sorting and/or stamping and/or racking cinema tickets; and

(u) washing, ironing, packing, sorting and clothing seat covers and/or other similar materials;

(44) (a) "Grade 1 employee" means an employee engaged in one or more of the following occupations:

Cinematograph machine and sound technician (other than 16 mm);

electrician;

fitter and turner;

poster artist;

property maker;

scenic artist;

upholsterer;

wardrobe mistress-supervisor;

stage mechanist;

(b) "Grade 2 employee" means an employee engaged in one or more of the following occupations:

Cashier-supervisor;

despatcher-supervisor;

storeman-salesman-supervisor;

(c) "Grade 3 employee" means an employee engaged in one or more of the following occupations:

Clerk/film librarian;

doorman-commissionaire;

(d) "Grade 4 employee" means an employee engaged in one or more of the following occupations:

Cashier (excluding cashiers employed in drive-in cinemas);

cinematograph machine and sound technician—16 mm;

counterhand-supervisor;

despatcher;

dresser;

projectionist—35 mm and above;

property master;

stage doorkeeper;

stage electrician;

stage hand;

(e) "Grade 5 employee" means an employee engaged in one or more of the following occupations:

Continuity employee;

handyman;

motion picture film editor;

(f) "werknemer graad 6" 'n werknemer wat 'n motorvoertuig dryf;
 (g) "werknemer graad 7" 'n werknemer wat een of meer van die volgende beroepe beoefen:

Kassier (in inrybioskope in diens);
 elektrisiën se assistent;
 passer en draaier se assistent;
 gordyntrekman;
 stoffeerder se assistent;
 plekaanwyser-gasvrou-toesighouer;
 kostumier;

(h) "werknemer graad 8" 'n werknemer wat een of meer van die volgende beroepe beoefen:

Motorkontroleur;
 motorkontroleur-verkoper;
 motorkontroleur-verkoper-toonbankbediener;
 deurwag;
 projekteerder (16 mm en laer);
 naaldwerkster;
 skyfiekunstenaar;
 magasynman-verkoperassistent;

(i) "werknemer graad 9" 'n werknemer wat een of meer van die volgende beroepe beoefen:

Kleedkameropsigter;
 toonbankbediener;
 besteller;
 rolprenthersteller;
 leesstofverkoper;
 plakkaatkunstenaar se assistent;
 skyfiekunstenaar se assistent;
 plekaanwyser-gasvrou;
 plekaanwyser-gasvrou-verkoper-toonbankbediener;
 kelner;

(j) "werknemer graad 10" 'n werknemer wat een of meer van die volgende beroepe beoefen:

Uitroeper;
 bioskoopassistent;
 verpakker-toedraaier;
 vervanger;

(k) "werknemer graad 11" 'n werknemer wat as 'n algemene werker diens doen;

(l) "werknemer graad 12" 'n werknemer wat as 'n wag diens doen;

(45) "faktotum" 'n werknemer, uitgesonderd 'n rolprentmasjiën- en klanktegnikus, 'n passer en draaier, 'n stoffeerder, 'n elektrisiën of 'n algemene werker, wat een of meer van die volgende werksaamhede 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;

(46) "leesstofverkoper" 'n werknemer wat programme, tydskrifte en ander leesstof verkoop wat op die Bedryf betrekking het;

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

(48) "maand" die tydperk wat strek vanaf 'n dag in 'n bepaalde maand tot en met die dag voor dié een wat in die volgende maand numeriek ooreenstem met eersgenoemde dag, bv. 7 April tot 6 Mei;

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

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

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

(52) "verpakker-toedraaier" 'n werknemer wat eetgoed en/of goedere vir verkoop, aflewering of versending verpak en/of toedraai, maar nie klerklike werk wat daarmee gepaard gaan nie;

(53) "deeltydse werknemer" 'n werknemer wat op 'n uurbasis in diens geneem en besoldig word;

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

Sieradvertensies en/of syskerms ontwerp, skep en skilder;

(f) "Grade 6 employee" means an employee engaged as a driver of a motor vehicle;

(g) "Grade 7 employee" means an employee engaged in one or more of the following occupations:

Cashier (employed in drive-in cinemas);
 electrician's assistant;
 fitter and turner's assistant;
 flyman;
 upholsterer's assistant;
 usher-hostess-supervisor;
 wardrobe mistress;

(h) "Grade 8 employee" means an employee engaged in one or more of the following occupations:

Car checker;
 car checker-vendor;
 car checker-vendor-counterhand;
 doorman;
 projectionist (16 mm and below);
 seamstress;
 slide artist;
 storeman-salesman assistant;

(i) "Grade 9 employee" means an employee engaged in one or more of the following occupations:

Cloakroom attendant;
 counterhand;
 delivery employee;
 film repairer;
 literature seller;
 poster artist's assistant;
 slide artist's assistant;
 usher-hostess;
 usher-hostess-vendor-counterhand;
 waiter;

(j) "Grade 10 employee" means an employee engaged in one or more of the following occupations:

Caller;
 cinema assistant;
 packer-wrapper;
 puller;

(k) "Grade 11 employee" means an employee engaged as a general worker;

(l) "Grade 12 employee" means an employee engaged as a watchman;

(45) "handyman" means an employee, other than a cinematograph machine and sound technician, a fitter and turner, an upholsterer, an electrician or a general 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 in an establishment;

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

(47) "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 performances of a particular cinema;

(48) "month" means the period extending from a day in any month up to and including the day preceding the day corresponding numerically to the first-mentioned day in the following month, e.g. 7 April to 6 May;

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

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

(51) "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;

(52) "packer-wrapper" means an employee engaged in packing and/or wrapping edibles and/or goods for sale, delivery or despatch, but excludes clerical work incidental thereto;

(53) "part time employee" means an employee who is engaged and paid on an hourly basis;

(54) "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;

(55) "plakkaatkunstenaar se assistent" 'n werknemer wat 'n plakkaatkunstenaar bystaan;

(56) "projekteerder" 'n werknemer wat een of meer van die volgende pligte verrig:

(a) Rolprente en skyfies projekteer en vorms invul wat daarop betrekking het;

(b) rolprente skoonmaak, opknop, herstel, terugdraai, bewas, nagaan en las;

(c) projeksie-uitrusting skoonmaak en geringe onderhoudswerk daaraan verrig;

(d) luidsprekers onderhou en herstel;

(e) elektriese gloeilampe vervang;

(f) plakkaat-, stilfoto's en ander advertensiemateriaal vervang;

(g) geringe herstel- en verstelwerk aan bioskoopstplekke, -uitrusting en geboue aanbring;

(h) die projeksiekamerterrein skoonmaak;

(i) die noodliginstallasie onderhou;

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

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

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

(59) "publiseer", met betrekking tot 'n rolprent, ook die verspreiding, verkoop, uithuur of aanbod of aanhou vir verkoop of uithuur daarvan vir openbare vertoon;

(60) "vervanger" 'n werknemer wat onder toesig rolprente en/of reklamemateriaal en/of uitrusting aan die voorraad in 'n bedryfsinrigting onttrek en dit vervang, maar nie klerklike werk wat daarmee gepaard gaan nie;

(61) "dieselfde werkgever" ook enige vennootskap, geassosieerde of filiaalmaatskappy of -firma;

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

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

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

(64) "hantering vir toneeluitrusting" een of meer van die volgende werksaamhede:

(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 afbreek en uitneem;

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

(66) "skyfiekunstenaar se assistent" 'n werknemer wat 'n skyfiekunstenaar bystaan;

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

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

(69) "verhoogelektrisiën" 'n werknemer wat elektriese uitrusting vir toneelaanbiedings hanteer, met inbegrip van 'n lig- en volgligbediener;

(70) "verhooghandlanger" 'n werknemer wat dekor en goedere onder toesig van die verhoogmeganis hanteer en/of verskuif en/of in posisie plaas;

(71) "verhoogmeganis" 'n werknemer wat verantwoordelik is vir die herstel en oprigting en/of rangskikking van verhoogdekor en -goedere vir toneelopvoerings, met inbegrip van timmerwerk;

(72) "toneelwerk" die indiensneming van individue in verband met verhoogaanbiedings wat of by bioskoopvertonings of by toneelopvoerings ingelyf is;

(73) "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 nooddiens te verrig waar sy dienste ook al nodig mag wees;

(74) "magasynman-verkoperassistent" 'n werknemer wat 'n magasynman-verkoper toesighouer bystaan;

(75) "magasynman-verkoper-toesighouer" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

Artikels en/of uitrusting verkoop, ontvang en uitreik en wat verantwoordelik is vir die voorraad onder sy beheer en wat toesig kan hou oor die magasynman-verkoperassistent;

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

(56) "projectionist" means an employee who is engaged in one or more of the following duties:

(a) Projecting films and slides and completing relevant forms thereto;

(b) cleaning, renovating, repairing, rewinding, waxing, checking and splicing of films;

(c) cleaning and minor maintenance of projection equipment;

(d) maintenance and repair of speakers;

(e) replacing of electric globes;

(f) changing poster, stills and other advertising material;

(g) making minor repairs and adjustments to cinema seating, equipment and building;

(h) cleaning projection room premises;

(i) maintenance of emergency lighting plants;

(57) "property master" 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;

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

(59) "publish", in relation to a film, means the distributing, selling, hiring out or offering or keeping for sale or hiring out thereof for public exhibition;

(60) "puller" means an employee engaged in an establishment for the purpose of withdrawing and/or replacing films and/or publicity material and/or equipment from stock under supervision and excludes any clerical work incidental thereto;

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

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

(63) "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;

(64) "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;

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

(66) "slide artist's assistant" means any employee who assists a slide artist;

(67) "spreadover", 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;

(68) "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;

(69) "stage electrician" means an employee who handles electrical equipment for stage presentation and includes a lighting and follow spot operator;

(70) "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;

(71) "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;

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

(73) "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;

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

(75) "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 storeman-salesman assistants;

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

Materiaal sny, oortreksels opstop, sitplekke, armleunings, stoelrugleunings, leunstoel en rusbanke maak en/of herstel, tapye en ondervilt verwyder, uitsprei en installeer en gordyne en draperings hang;

(77) "stofferder se assistent" 'n werknemer wat 'n stofferder onder toesig bystaan;

(78) "plekaanwyser-gasvrou" 'n werknemer wie se vernaamste plig dit is om plekke aan teatergangers in 'n bedryfsinrigting aan te wys;

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

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

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

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

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

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

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

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

(85) "wag" 'n werknemer, uitgesonderd 'n algemene werker wat personeel of ander vaste of roerende eiendom bewaak;

(86) "week", met betrekking tot 'n werknemer, die tydperk van sewe agtereenvolgende dae waarin die werkweek van daardie werknemer gewoonlik val;

(87) "gewone weekloon" ten opsigte van—

(a) 'n heeltydse werknemer, sy maandloon gedeel deur vier en 'n derde;

(b) 'n deeltidse werknemer, 'n bedrag wat bepaal word deur die werknemer se totale basiese loon (uitgesonderd oortydloon) oor die laaste 13 weke deur 13 te deel of, ingeval die tydperk gewerk minder as 13 weke is, die totale basiese loon gedeel deur die getal weke wat hy werklik gewerk het.

(B) Vir die toepassing van hierdie Ooreenkoms moet 'n werknemer geag word in daardie graad werk 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:

Werknemers wat uurliks, weekliks of maandeliks betaal word

LOONTABEL

Werknemersgrade	Minimum loon					
	Gebied A			Gebied B		
	Per uur	Per week	Per maand	Per uur	Per week	Per maand
	R	R	R	R	R	R
Graad 1	1,86	81,84	354,63	1,72	75,68	327,94
Graad 2	1,66	73,04	316,50	1,45	63,80	276,46
Graad 3	1,41	62,04	268,83	1,12	49,28	213,54
Graad 4	1,20	52,80	228,79	1,05	46,20	200,19
Graad 5	1,01	44,44	192,57	0,88	38,72	167,78
Graad 6	0,76	33,44	144,90	0,71	31,24	135,37
Graad 6 {	1 300 kg en minder	0,83	36,52	0,79	34,76	150,62
	1 301–2 722 kg	1,10	48,40	1,04	45,76	198,29
	Meer as 2 722 kg	0,92	40,48	0,81	35,64	154,43
Graad 7	0,76	33,44	144,90	0,67	29,48	127,74
Graad 8—(44 uur) uitgesonderd deurwag	0,76	36,48	158,07	0,67	32,16	139,35
Deurwag (48 uur)	0,65	28,60	123,93	0,58	25,52	110,58
Graad 9—(44 uur) uitgesonderd plekaanwyser/verkoper	0,65	31,20	135,19	0,58	27,84	120,63
Plekaanwyser/verkoper (48 uur)	0,63	27,72	120,11	0,52	22,88	99,14
Graad 10—Manlik	0,55	24,20	104,86	0,46	20,24	87,70
Vroulik	0,63	27,72	120,11	0,52	22,88	99,14
Vroulik met ingang van 1/11/82	0,61	26,84	116,30	0,50	22,00	95,33
Graad 11—Manlik	0,50	22,00	95,33	0,41	18,04	78,17
Vroulik	0,61	26,84	116,30	0,50	22,00	95,33
Vroulik met ingang van 1/11/82	0,42	30,42	131,03	0,34	24,48	106,07
Graad 12—(72 uur)						

(76) "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;

(77) "upholsterer's assistant" means an employee who assists an upholsterer under supervision;

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

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

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

(81) "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;

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

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

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

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

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

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

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

(87) "weekly ordinary wage" means in relation to—

(a) a full-time employee, his monthly wage divided by four and a third;

(b) a part-time employee, an amount determined by dividing the employee's total basic wage (excluding overtime) over the last 13 weeks by 13, or if the period worked is less than 13 weeks, the total basic wage divided by the number of weeks actually worked.

(B) For the purposes of this Agreement an employee shall be deemed to be in that grade of work in which he is wholly or mainly employed.

4. WAGES

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

Hourly, weekly and/or monthly paid employees

WAGE SCHEDULE

Employee grades	Minimum wages					
	Area A			Area B		
	Per hour	Per week	Per month	Per hour	Per week	Per month
Grade 1	R 1,86	R 81,84	R 354,63	R 1,72	R 75,68	R 327,94
Grade 2	1,66	73,04	316,50	1,45	63,80	276,46
Grade 3	1,41	62,04	268,83	1,12	49,28	213,54
Grade 4	1,20	52,80	228,79	1,05	46,20	200,19
Grade 5	1,01	44,44	192,57	0,88	38,72	167,78
Grade 6 { 1 300 kg and less	0,76	33,44	144,90	0,71	31,24	135,37
Grade 6 { 1 301-2 722 kg	0,83	36,52	158,25	0,79	34,76	150,62
Grade 6 { Over 2 722 kg	1,10	48,40	209,73	1,04	45,76	198,29
Grade 7	0,92	40,48	175,41	0,81	35,64	154,43
Grade 8—						
(44 hours) excluding doorman	0,76	33,44	144,90	0,67	29,48	127,74
Doorman (48 hours)	0,76	36,48	158,07	0,67	32,16	139,35
Grade 9—						
(44 hours) excluding usher/vendor	0,65	28,60	123,93	0,58	25,52	110,58
Usher/Vendor (48 hours)	0,65	31,20	135,19	0,58	27,84	120,63
Grade 10—						
Male	0,63	27,72	120,11	0,52	22,88	99,14
Female	0,55	24,20	104,86	0,46	20,24	87,70
Female with effect from 1/11/82	0,63	27,72	120,11	0,52	22,88	99,14
Grade 11—						
Male	0,61	26,84	116,30	0,50	22,00	95,33
Female	0,50	22,00	95,33	0,41	18,04	78,17
Female with effect from 1/11/82	0,61	26,84	116,30	0,50	22,00	95,33
Grade 12 (72 hours)	0,42	30,42	131,03	0,34	24,48	106,07

(b) (i) 'n Minimum van drie uur se besoldiging moet aan deelydse en los werknemers, uitgesonderd deelydse en los plekaanwysers en deurwagte, betaal word vir werk wat gedurende elke werkperiode vir drie uur of minder as drie uur verrig word.

(ii) 'n Minimum van twee en 'n half uur se besoldiging moet betaal word aan deelydse en los plekaanwysers en deurwagte vir werk wat hoogstens twee en 'n half uur gedurende elke werktydperk verrig word.

(c) Geen werkgever mag die loon verminder van 'n werknemer wat voor die datum waarop hierdie Ooreenkoms in werking tree of daarna 'n hoër loon betaal word as die minimum in hierdie Ooreenkoms, voorgeskryf solank hy voort gaan om in diens te bly van dieselfde werkgever in dieselfde werk soos hierin omskryf nie: Met dien verstande dat dit nie van toepassing is nie—

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

(ii) op 'n werknemer wat skriftelik instem om oorgeplaas te word na werk van 'n werknemersgraad wat vir 'n laer loon voorsiening maak.

(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 graad 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 Werkgever wat van 'n lid van een graad 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 graad te verrig waarvoor 'n hoër loon as dié van sy eie graad 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 graad werk: Met dien verstande dat waar daar van 'n werknemer vereis word om 'n bestuurder op die bestuurder se vry dag af te los, die werknemer minstens die loon betaal moet word wat vir 'n werknemer graad 1 voorgeskryf word vir die ure wat hy op dié dag gewerk het: Voorts met dien verstande dat hierdie subklousule nie van toepassing is nie wanneer die verskil tussen die grade ingevolge subklousule (1) op ouderdom of geslag berus.

(4) *Verplasingstoelae en reiskoste.*—(a) 'n Werkgever 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 werkgever huisvesting reël en verskaf totdat die verplasing permanent word; en

(b) (i) A minimum of three hours' pay shall be paid to part-time and casual employees other than part-time and casual ushers and doormen for work performed during each work period for three hours or less.

(ii) A minimum of two and a half hours' pay shall be paid to part-time and casual ushers and doormen for work performed during each work period for two and a half hours or less.

(c) 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—

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

(ii) to an employee who agrees in writing to transfer to an employee grade of work which provides for a lower wage.

(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 grade 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 grade 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 grade for which a wage higher than that of his own grade 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 grade on that day: Provided that where an employee is called upon to relieve a manager on the manager's day off the employee shall be paid not less than the wage prescribed for a Grade 1 employee for the hours worked on that day: Provided further that the provisions of this subclause shall not apply where the difference between the grades 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) die werkgewer moet alle bykomende uitgawes betaal wat die werknemer en sy gesin redelikerwys aangaan en wat voortspruit uit 'n verplasing, soos treinkaartjies, etes en beddegoed op treine, die koste van die verpakking en vervoer van meubels en huisraad.

(b) Geen lone of ander besoldiging moet betaal word vir tyd wat in beslag geneem word deur na en van die werk te reis of terwyl die werknemer buite gewone werke op toer is nie, 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 R10 op daardie dag betaal moet word;

(ii) 'n werknemer van wie vereis word om af te los by of wat tydelik afgestaan word as 'n ander bedryfsinrigting as dié waar hy gewoonlik werk, moet terugbetaling ontvang vir alle bykomende koste wat redelikerwys 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 verblyftoelae van R10 per dag aan die einde van elke week ontvang, uitgesonderd algemene werkers, aan wie R5 per dag betaal moet word.

(c) (i) 'n Werknemer, uitgesonderd 'n algemene werker, wat per trein reis, moet van eerste klas akkommodasie op treine voorsien word.

(ii) 'n Algemene werker wat per trein reis, moet van tweedeklas akkommodasie voorsien word.

(d) Alle toelaes en uitgawes wat ingevole paragrawe (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 werkgewer betaal word: Met dien verstande dat 'n werknemer elke sodanige eis moet indien binne 21 dae nadat hy daarop geregtig word.

(5) *Loonberekening: (a) Berekening van gewone uurloon.*—Die gewone uurloon van 'n werknemer word soos volg vasgestel:

(i) Die gewone weekloon van 'n heeltydse werknemer, gedeel deur 44 of 48 uur, na gelang van die geval;

(ii) die gewone weekloon van deeltydse en los werknemers, gedeel deur die getal ure waarvoor daar betaal is.

(iii) 'n Wag.—Die weekloon, gedeel deur die getal gewone ure gewerk.

(b) Die gewone dagloon van 'n werknemer word soos volg vasgestel:

In die geval van alle werknemers, die gewone weekloon, gedeel deur die getal dae wat die werknemer gewoonlik per week gewerk het.

(c) Die gewone weekloon van 'n heeltydse werknemer is sy gewone maandloon, gedeel deur vier en 'n derde.

(d) Die gewone maandloon van 'n werknemer is sy gewone weekloon maal vier en 'n derde.

5. BETALING VAN BESOLDIGING

(1) (a) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousules 4 en 10, moet alle bedrae wat aan 'n werknemer verskuldig is, of weekliks of maandeliks in kontant of per ongekruste tjek gedurende die werke op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer of by diensbeëindiging betaal word: Met dien verstande dat as diens, in die geval van 'n organisasie met 'n sentrale loonstaatsstelsel, vóór die gewone betaaldag beëindig word en sodanige beëindiging slegs aan een dag kennisgewing onderworpe was, alle bedrae wat aan 'n werknemer verskuldig is binne vier dae na die datum van beëindiging betaal moet word: Voorts met dien verstande dat geld wat aan 'n werknemer verskuldig is ten opsigte van oortydwerk hoogstens een maand ná die maand waarop dit betrekking het, betaal moet word, behalwe by diensbeëindiging, wanneer betaling onmiddellik moet geskied.

'n Werkgewer kan sodanige geld met die toestemming van sy werknemer by die betrokke werknemer se bougenootskap- of bankrekening inbetaal.

(b) Aan elke werknemer moet daar by betaling 'n staat gegee word wat die tydperk aandui waarop die betaling betrekking het, die werknemer se naam en beroep, sy totale verdienste, betaling vir gewone tyd, betaling vir oortydwerk, betaling vir Sondag en openbare vakansiedae, toelaes en aftrekkings: Met dien verstande dat inligting in verband met tyd nie verstrekkend hoeft te word nie in die geval van werknemers wat gereëld besoldiging van R10 200 per jaar ontvang.

Die staat bly die eiendom van die werknemer.

(2) *Los werknemers.*—(a) 'n Werkgewer moet, met die werknemer se toestemming, 'n los werknemer daagliks, weekliks of maandeliks betaal.

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

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

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

(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 R10 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 R10 per day, excepting a general worker who shall be R5 per day.

(c) (i) an employee, other than a general worker who travels by train shall be supplied with first-class train accommodation.

(ii) A general 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) *Calculation of wages: (a) Calculation of ordinary hourly rate of pay.*—The ordinary hourly rate of pay of an employee shall be determined as follows:

(i) The weekly ordinary wage of a full-time employee, divided by 44 or 48 hours, as applicable;

(ii) the weekly ordinary wage of part-time and casual employees, divided by the number of hours paid for.

(iii) A watchman.—The weekly wage, divided by the number of ordinary hours worked.

(b) The ordinary daily wage of an employee shall be determined as follows:

In the case of all employees, the weekly ordinary wage, divided by the number of days ordinarily worked per week by the employee.

(c) The ordinary weekly wage of a full-time employee shall be his ordinary monthly wage divided by four and one-third.

(b) The ordinary monthly wage of employee shall be his ordinary weekly wage multiplied by four and one-third.

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 or on termination of employment: 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: Provided further that any moneys due to an employee in respect of overtime worked shall be paid not later than one month after the month to which it relates, except on termination of employment when payment must be made immediately.

An employer may, with the consent of an employee, pay such moneys into a building society or banking account of the employee concerned.

(b) Every employee shall be given a statement on payment showing the period to which the payment relates, the employee's name and occupation, 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 whose regular rate of remuneration is R10 200 or more per annum.

The statement shall remain the property of the employee.

(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 subclause 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) *Kos en inwoning*.—Behoudens die Swartes (Stadsgebiede) Konsolidasiewet, Wet 25 van 1945, mag die werkgewer nie van sy werknemer 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) *Aftekings van besoldiging*.—'n Werkgewer mag sy werknemer geen boetes op lê of enige bedrae, hetsy regstreeks of onregstreeks, van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

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

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

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

	Per week	Per maand
	R	R
(i) Kos.....	2,50	10,83
(ii) Inwoning.....	1,50	6,50
(iii) Kos en inwoning.....	4,00	17,32

(d) *Huurgeld*.—Met die skriftelike toestemming van 'n werknemer kan 'n bedrag van die werknemer se besoldiging afgetrek word wat die werkgewer aan 'n administrasieraad betaal het vir die huur van 'n huis of akkommodasie in 'n hostel wat deur so 'n werknemer bewoon word in 'n dorpsgebied onder die beheer van so 'n raad.

(e) *Vakvereniging- en Nywerheidsraadgelder*.—Aftrekkings vir—

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

(ii) die werknemer se bydraes tot die Nywerheidsraad.

(f) *Ander gespesifiseerde aftekings*.—Met die skriftelike toestemming van die werknemer kan 'n werkgewer een of meer van die volgende bedrae aftrek:

(i) Bedrae vir vakansie-, siektebystands-, versekerings-, spaar-, voorsoors- en pensioenfondse;

(ii) welsynsdonasies aan organisasies wat ingevolge die Wet op Welsynsorganisasies, Wet 40 van 1947, geregistreer is;

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

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

(7) (a) *Aanspreeklikheid*.—Kassiers en/of verkopers is persoonlik verantwoordelik vir hul kaskontant/goedere en alle geld wat hulle uit die verkoop van kaartjies en goedere ontvang, en hulle is voorts verantwoordelik vir die kaartjies of goedere wat aan hulle uitgereik word en moet alle tekorte ten opsigte van kontant, kaartjies of goedere aansuiwer: Met dien verstande dat die verantwoordelikheid van die kassier en/of verkoper ophou wanneer die kontant en/of kaartjies en/of goedere aan die werkgewer of sy gemagtigde verteenwoordiger oorhandig is en as korrek aanvaar en daarvoor geteken is.

(b) 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 werkgewer te oorhandig, mag die kassier nie verantwoordelik gehou word vir 'n tekort in die kontantontvangste en/of kaartjies nie en mag geen bedrag, hetsy regstreeks of onregstreeks, vir sodanige tekorte van die kassier se besoldiging afgetrek word nie.

6. GEWONE WERKURE

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

(a) in die geval van heeltydse werknemers, uitgesonderd heeltydse plekaanwysers en deurwagte, meer as 44 gewone werkure per week te werk nie;

(b) in die geval van heeltydse plekaanwysers en deurwagte, meer as 48 gewone werkure per week te werk nie;

(c) in die geval van deeltidse werknemers, uitgesonderd plekaanwysers of deurwagte, meer as 44 gewone werkure per week te werk nie;

(d) in die geval van deeltidse plekaanwysers of deurwagte, meer as 48 gewone werkure per week te werk nie:

Met dien verstande dat as 'n deurwag of 'n plekaanwyser langer as altesaam een uur op 'n dag ander werk as dié van 'n deurwag of plekaanwyser verrig, behalwe verkoopwerk, hy geag moet word op die grondslag van 44 uur in sodanige week te gewerk het;

(5) *Board and lodging*.—Except as provided in the Blacks (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 instructions 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 Blacks (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:

	Per week	Per month
	R	R
(i) Board.....	2,50	10,83
(ii) Lodging.....	1,50	6,50
(iii) Board and lodging.....	4,00	17,32

(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 Administration Board 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 Board.

(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 Organizations Act, Act 40 of 1947;

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

(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) (a) *Liability*.—Cashiers and/or vendors shall be personally responsible for their cash floats/goods and all moneys received by them from the sale of tickets and goods and shall further be responsible for the tickets or goods issued to them and shall make good any deficiency in respect of cash, tickets or goods: Provided that when cash and/or tickets and/or goods have been handed over to and signed for and accepted as correct by the employer or his authorised representative, the responsibility of the cashier and/or vendor shall cease.

(b) 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 to work in the case of—

(a) full time employees, other than full-time ushers and doormen, more than 44 ordinary hours per week;

(b) full-time ushers and doormen, more than 48 ordinary hours per week;

(c) part-time employees, other than ushers and doormen, more than 44 ordinary hours of work per week;

(d) part-time ushers and doormen more, than 48 ordinary hours of work per week:

Provided that when a doorman or an usher does any work other than that of a doorman or an usher, excluding vending, for longer than one hour in the total on any day, he shall be deemed to be employed on a 44 hour per week basis for any such week;

(e) in die geval van 'n werknemers, meer as 12 uur per dag op hoogstens drie dae in 'n week te werk nie, behalwe wanneer daar een of twee openbare vakansiedae binne daardie week val, in welke geval sodanige werknemer toegelaat moet word om vier dae in so 'n week te werk;

(f) in die geval van wagte, meer as 72 uur in 'n week en 12 uur op 'n dag te werk nie.

(2) *Werkdagindeling*.—Die gewone werkure van 'n werknemer moet versprei word oor hoogstens 14 uur op enige bepaalde dag vanaf die aanvangstyd van die werk.

(3) *Vroulike werknemers*.—'n Werkgever 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 werkgever se koste beskikbaar gestel word: Met dien verstande dat hierdie subklousule op 1 November 1982 vervall.

(4) Hierdie klousule is nie van toepassing op 'n werknemer wie se gewone besoldiging R10 200 of meer per jaar is nie.

7. OORTYDWERK

(1) Alle tyd gewerk, behalwe op 'n Sondag of 'n statutêre openbare vakansiedag, waar daar langer gewerk word as die getal gewone werkure in klousule 6 voorgeskryf, is oortydwerk.

(2) *Besoldiging vir oortydwerk*.—Wanneer 'n werknemer—

(a) langer as die daaglikse werkdagindeling van 14 uur werk; of
(b) langer as 12 uur op 'n bepaalde dag werk; of

(c) (i) wat heeltyds werk, uitgesonderd 'n heeltydse plekaanwyser en deurwag, langer as 44 gewone werkure per week werk; of

(ii) wat heeltyds as 'n plekaanwyser of deurwag werk, langer as 48 gewone werkure per week werk; of

(d) (i) wat deelyds werk, uitgesonderd 'n plekaanwyser of deurwag, langer as 44 gewone werkure per week werk; of

(ii) wat deelyds as plekaanwyser of deurwag werk, langer as 48 gewone werkure per week werk; of

(e) wat 'n wag is, langer as 12 uur per dag of langer as 72 uur per week werk;

moet hy vir sy oortydwerk soos volg betaal word:

Een en 'n derde maal sy uurloon vir die eerste 15-uur oortyd per week gewerk; en

een en 'n half maal sy uurloon vir alle bykomende oortyd wat hy langer as 15 uur per week gewerk het.

Hierdie klousule is nie van toepassing op 'n werknemer wie se gewone besoldiging R10 200 of meer per jaar is nie.

8. POUSES

(1) *Etenspouse*.—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om langer as ses uur aaneen sonder 'n etenspouse van minstens 'n halfuur 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 verstande dat wanneer daar op 'n dag weens oortydwerk van 'n werkgever vereis word om aan 'n werknemer 'n tweede etenspouse toe te staan, sodanige pouse op versoek van die werknemer tot 15 minute verkort kan word.

(2) *Ruspouse*.—'n Werkgever moet aan elk van sy werknemers wanneer doenlik gedurende elke oggend-, middag- en aandwerktydperk, 'n ruspouse van minstens 10 minute toestaan, en gedurende sodanige pouse mag daar nie van 'n werknemer vereis of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse moet geag word deel van die gewone werkure van sodanige werknemer uit te maak: Met dien verstande dat geen ruspouse toegestaan hoef te word aan 'n werknemer wat minder as drie agtereenvolgende ure gedurende die oggend, middag of aand werk nie.

9. SONDAE, OPENBARE VAKANSIEDAE EN MIDDERNAGVERTONINGS

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

(a) in die geval van 'n werknemer, uitgesonderd 'n plekaanwyser of deurwag—

(i) dubbel sy gewone uurloon betaal vir al die ure aldus gewerk: Met dien verstande dat indien van sodanige werknemer vereis word of hy toegelaat word om minder as drie uur op sodanige dag te werk, hy geag moet word drie ure te gewerk het; of

(ii) minstens een en 'n derde maal sy gewone loon betaal vir die totale tydperk deur hom op sodanige Sondag gewerk, en hom binne 14 dae na sodanige Sondag een dag verlof toestaan en hom minstens sy daaglikse 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 uur te gewerk het.

(e) casual employees, more than 12 hours a day on not more than three days in any week, except where one or two public holidays fall within that week, when such employee shall be permitted to work four days in such week;

(f) watchmen, more than 72 hours in any week and 12 hours on any day.

(2) *Spreadover*.—The ordinary hours of work of any employee shall be spread over not more than 14 hours on any one day from time of commencement of work.

(3) *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: Provided that this subclause shall cease to apply on 1 November 1982.

(4) The provisions of this clause shall not apply to an employee whose regular rate of remuneration is R10 200 or more per annum.

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 shall be overtime.

(2) *Payment for overtime*.—Where an employee—

(a) exceeds the daily spreadover of 14 hours; or

(b) works in excess of 12 hours on any one day; or

(c) (i) who is engaged as a full-time employee, other than a full-time usher and doorman, works more than 44 ordinary hours per week; or

(ii) who is engaged as a full-time usher or doorman, works more than 48 ordinary hours per week; or

(d) (i) who is engaged as a part-time employee, other than an usher or doorman, works more than 44 ordinary hours per week; or

(ii) who is engaged as a part-time usher or doorman, works more than 48 ordinary hours per week; or

(e) who is a watchman, works in excess of 12 hours per day or in excess of 72 hours per week;

he shall be paid overtime at the rate of—

one and a third times his hourly rate of pay for the first 15 hours overtime worked per week; and

one and a half times his hourly rate of pay for any additional overtime worked in excess of 15 hours per week.

The provisions of this clause shall not apply to an employee whose regular rate of remuneration is R10 200 or more per annum.

8. INTERVALS

(1) *Meal interval*.—An employer shall not require or permit an employee to work for more than six hours continuously without a meal interval of not less than half an 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 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 15 minutes.

(2) *Rest interval*.—An 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 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—

(a) in the case of an employee, other than an usher or a doorman—

(i) pay him double his ordinary hourly rate for all hours worked: Provided that where such an employee is required or permitted to work for less than three hours on such day, he shall be deemed to have worked for three hours; or

(ii) pay him at a rate of not less than one and a 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 employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked four hours;

(b) in die geval van 'n plekaanwyser of deurwag—

(i) dubbel sy gewone uurloon betaal vir alle ure wat hy gewerk het: Met dien verstande dat waar daar van sodanige werknemer vereis word of hy toegelaat word om minder as twee en 'n half uur op so 'n dag te werk hy geag moet word twee en 'n half uur te gewerk het; of

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

(c) Hierdie subklousule is nie van toepassing op los werknemers en wagte nie, ook nie op werknemers wat 'n salaris van R10 200 of meer per jaar ontvang nie en ook nie op werknemers wie se gewone werkkure voor 'n Sondag begin en tot in die Sondag voortduur nie.

(d) Hierdie klousule is nie van toepassing op werknemers wat vyf dae in 'n week werk in 'n bedryfsinrigting wat gewoonlik sake op 'n Sondag doen 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, uitgesonderd 'n los 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 vir die ure wat hy normaalweg op dié dag sou gewerk het indien dié dag nie 'n openbare vakansiedag was nie.

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

(i) in die geval van 'n werknemer, uitgesonderd 'n plekaanwyser en 'n deurwag—

(aa) dubbel sy uurloon betaal word vir die getal ure gewerk, met 'n minimum van drie uur; ðf

(ab) 'n bedrag betaal word, bereken volgens 'n skaal van minstens een en 'n derde van sy gewone loon, met 'n minimum van drie uur, vir die totale tydperk deur hom op sodanige statutêre openbare vakansiedag gewerk, en binne 14 dae ná sodanige statutêre openbare vakansiedag een dag verlof toestaan word en minstens sy daaglikse loon daarvoor betaal word; ðf

(ii) in die geval van 'n plekaanwyser en deurwag—

(aa) dubbel sy uurloon betaal word vir die getal ure gewerk, met 'n minimum van twee en 'n half uur; ðf

(ab) 'n bedrag betaal word, bereken volgens 'n skaal van minstens een en 'n derde van sy gewone loon, met 'n minimum van twee en 'n half uur, vir die totale tydperk deur hom op sodanige statutêre openbare vakansiedag gewerk, en binne 14 dae ná sodanige statutêre openbare vakansiedag een dag verlof toestaan word en minstens sy daaglikse loon daarvoor betaal word.

(iii) In plaas van 'n werknemer dubbel tyd te betaal ingevolge subparagraaf (i) en (ii) hierbo, moet 'n werkgever sy werknemer een bykomende dag jaarlikse verlof toestaan vir elke sodanige openbare vakansiedag gewerk.

(d) Hierdie subklousule is nie van toepassing op 'n werknemer wie se gereelde besoldiging R10 200 of meer per jaar is nie.

(3) *Midnagtervertonings.*—'n Werknemer wat gedurende 'n midnagtervertoning werk wat 'n addisionele vertoning is bo en behalwe die gewone vertonings van die bedryfsinrigting moet dubbel sy gewone uurloon betaal word vir alle tyd gewerk, behoudens 'n minimum van drie uur se besoldiging: Met dien verstande dat hierdie subklousule nie van toepassing is op los werknemers en wagte nie, ook nie op 'n werknemer wat gereeld 'n salaris van R10 200 of meer per jaar ontvang nie: Voorts met dien verstande dat hierdie subklousule nie van toepassing is op werknemers wie se gewone werkkure voor 'n statutêre openbare vakansiedag begin en tot in die vakansiedag voortduur nie.

DEEL II

10. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), en benewens verlof verskuldig ingevolge klousule 9, moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, voor of op die laaste werkdag voor die aanvangsdatum van die verlof, vir elke voltooide tydperk van 12 maande diens by hom verlof toestaan, wat die werknemer moet aanvaar, van—

drie weke, en hom daarvoor drie maal sy gewone weekloon betaal, plus een dag se loon vir elke bykomende dag verlof ingevolge klousule 9: Met dien verstande dat as 'n statutêre openbare vakansiedag binne die verloftydperk val, 'n ander werkdag vir elke sodanige vakansiedag by genoemde tydperk gevoeg moet word as 'n bykomende verloftydperk, en die werknemer moet minstens sy dagloon betaal word vir elke sodanige bygevoegde dag.

(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 so toegestaan moet word dat dit begin binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgever en die werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgever sodanige verlof aan die werknemer moet toestaan met ingang van 'n datum hoogstens twee maande na die verstryking van die tydperk van vier maande;

(b) in the case of an usher or a doorman—

(i) pay him double his ordinary hourly rate for all hours worked: Provided that where such employee is required or permitted to work for less than two and a half hours on such day, he shall be deemed to have worked for two and a half hours; or

(ii) pay him at a rate of not less than one and a 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 employee is required or permitted to work for less than four hours on such Sunday he shall be deemed to have worked for four hours.

(c) The provisions of this subclause shall not apply to casual employees and to watchmen, nor to an employee whose basic rate or remuneration is R10 200 or more per annum nor to employees whose normal hours of work commence before and extend into a Sunday.

(d) The provisions of this subclause shall not apply to employees who work a five-day week in an establishment, which normally conducts business on 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 other than a casual 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 for the hours that he would have normally worked on that day had such day not been a public holiday.

(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) in the case of an employee other than an usher or a doorman—

(aa) be paid double his hourly rate in respect of the number of hours worked, with a minimum of three hours; or

(ab) be paid an amount calculated at a rate of not less than one and one-third of his ordinary wage, with a minimum of three hours, for the total period worked by him on such statutory public holiday and be 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; or

(ii) in the case of an usher or a doorman—

(aa) be paid double his hourly rate in respect of the number of hours worked, with a minimum of two and a half hours; or

(ab) be paid an amount calculated at a rate of not less than one and one-third of his ordinary wage, with a minimum of two and a half hours, for the total period worked by him on such statutory public holiday and be 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.

(iii) In lieu of paying an employee double time in terms of subparagraph (i) and (ii) above, an employer shall grant his employee one additional day's annual leave for each such public holiday worked.

(d) The provision of this sub-clause shall not apply to an employee whose regular rate of remuneration is R10 200 or more per annum.

(3) *Midnight shows.*—An employee who works at a midnight show which is an additional performance over and above the normal performances of the establishment shall be paid double his ordinary hourly rate of pay for all time worked, subject to a minimum of three hours' pay: Provided that the provisions of this subclause shall not apply to casual employees and to watchmen, nor to an employee whose regular rate of remuneration is R10 200 or more per annum: Provided further that this subclause shall not apply to employees whose normal hours of work commence before and extend into a statutory public holiday.

PART II

10. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2) and in addition to any leave due in terms of clause 9, the employer shall grant his employee, other than a casual employee, and the employee shall take, in respect of each completed period of 12 months of employment with him—

three weeks' leave not later than the last work-day before the date of commencement of the leave, and pay him in respect thereof, three times his ordinary weekly wage, plus one day's wage for each additional day's leave in terms of clause 9: Provided that should a statutory public holiday fall within the period of leave, another work-day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added.

(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 relates, or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall 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) die tydperk van verlof nie met siekteverlof wat ingevolge klousule 11 (1) (a) toegestaan is of, tensy die werknemer dit versoek en die werkgever skriftelik daartoe instem, met 'n tydperk van militêre diens ingevolge die Verdedigingswet, 1957, mag saamval nie;

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

(iv) indien 'n werkgever van sy werknemer vereis om verlof te neem voor die verstrekking van die 12 maande diens waarop dit betrekking het, die werkgever aan so 'n werknemer die volle verloftydperk moet toestaan wat vir 12 maande diens mag oploop 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 opgeloopt het: Voorts met dien verstande dat, indien 'n werknemer se diens beëindig word voor die verstrekking van die 12 maande waarvoor verlof kragtens hierdie voorbehoudsbepaling toegestaan is, die werkgever die verskil tussen die bedrag wat daarkragtens aan die werknemer betaal is en die bedrag waarop hy by diensbeëindiging kragtens subklousule (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 werkgever kan op die skriftelike versoek van 'n werknemer toelaat dat een week verlof per jaar oploop tot 'n totaal van sewe weke.

(4) Aan 'n werknemer wie se diens gedurende enige dienstermyn van 12 maande eindig voordat die verloftydperk opgeloopt het wat in subklousule (1), gelees met subklousule (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—

een kwart van die gewone weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het: Met dien verstande dat—

(i) 'n werkgever 'n pro rata-bedrag kan aftrek vir alle verloftydperke wat ingevolge die vierde voorbehoudsbepaling van subklousule (2) aan 'n werknemer toegestaan is;

(ii) 'n werknemer wat sy diens verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn in klousule 13 voorgeskryf, uit te dien, behoudens klousule 13 (3) nie op enige betaling ingevolge hierdie subklousule geregtig is nie, tensy hy binne sy wetlike regte gehandel het toe hy versuim het om sodanige kennis te gee of gedurende sodanige kennisgewingstermyn te werk;

(iii) alle opgeloopte verlof betaal moet word teen die tarief wat die werknemer ontvang het op die datum toe hy met verlof gegaan het of by diensbeëindiging.

(5) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof, voorgeskryf in subklousule (1), gelees met subklousule (3), en wie se diens eindig 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 Werkgever mag nie verlofbesoldiging betaal in plaas van jaarlikse verlof toe te staan nie.

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

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

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

(i) met verlof kragtens hierdie klousule;

(ii) met siekteverlof kragtens klousule 11;

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

(iv) met die goedkeuring of kondonasie van die werkgever;

(v) om enige ander rede wat nie in stryd met die dienskontrak is nie; wat in 'n bepaalde jaar altesaam hoogstens 10 weke beloop; en

(c) alle tydperke waarin 'n werknemer afwesig is terwyl hy militêre diens 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 militêre diens 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 jaarlikse 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.

(ii) the period of leave shall not be concurrent with sick leave granted in terms of clause 11 (1) (a) nor, unless the employee so requests and the employer agrees in writing, with any period of military service 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 further 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—

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

(i) 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);

(ii) 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, subject to the provisions of clause 13 (3), not be entitled to any payment by virtue of this subclause;

(iii) all accumulated leave shall be paid at the rate the employee was receiving at the date of going on leave or on termination of employment.

(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 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

(c) any period during which an employee is absent undergoing military service 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 military service;

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.

(8) As 'n werkgewer verlof aan sy werknemer toestaan en dié verlof dan kanselleer, moet hy die werknemer vergoed vir alle verliese gely, behoudens bewys van sodanige verliese.

11. SIEKTEVERLOF

(1) (a) Behoudens subklousule (2), moet die werkgewer aan sy werknemer, uitgesonderd 'n los werknemer, wat weens ongeskiktheid van die werk afwesig is, siekteverlof toestaan van altesaam ses weke 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.

(b) 'n Werknemer is in elke siklus van drie jaar geregtig op 'n bykomende drie weke siekteverlof teen die helfte van sy gewone weekloon indien al sy jaarlikse en opgelope vakansieverlof reeds opgebruik is wanneer sodanige bykomende siekteverlof aan hom toegestaan word: 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 een werkdag vir elke voltooide maand diens;

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek die werkgewer bydraes 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 ongeskiktheid in die omstandighede uiteengesit, altesaam die ekwivalent van sy loon vir 36 werkdag, na gelang van die geval, in elke siklus van 36 maande diens aan hom betaal sal word;

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

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

(2) Die werkgewer kan, as opskortende voorwaarde vir die betaling deur hom van enige bedrag wat 'n werknemer ingevolge hierdie klousule eis vir afwesigheid van sy werk vir langer as twee agtereenvolgende werkdag, van die werknemer vereis om 'n sertifikaat in te dien wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongeskiktheid 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 klousule ontvang het sonder om so 'n sertifikaat in te dien, die werkgewer gedurende die tydperk van agt weke onmiddellik ná die laaste sodanige geleentheid van hom kan vereis om so 'n sertifikaat vir enige afwesigheid van sy werk in te dien.

(3) Vir die toepassing van hierdie klousule—

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

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

(aa) met verlof kragtens klousule 10;

(ab) op las of op versoek van sy werkgewer;

(ac) met siekteverlof kragtens subklousule (1);

(ad) met die toestemming of kondonasie van sy werkgewer;

(ae) om enige rede wat nie in stryd is met die dienskontrak nie; wat in 'n bepaalde jaar altesaam hoogstens 10 weke beloop; en

(ii) 'n tydperk waarin 'n werknemer afwesig is terwyl hy militêre diens 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 militêre diens as diens te eis nie; en enige dienstydpk van 'n werknemer by die werkgewer 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 "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering wat veroorsaak is deur 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, en moet dit slegs as ongeskiktheid beskou word gedurende 'n tydperk waarvoor geen betaling vir arbeidsongeskiktheid ingevolge daardie Wet betaalbaar is nie.

12. OORKLERE-EN EENVORMIGE KLERE

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

13. DIENSBEEÏNDIGING

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

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

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

(8) When an employer grants leave to an employee and cancels such leave the employee shall be compensated for any losses incurred subject to production of proof of such losses.

11. SICK LEAVE

(1) (a) 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—

six weeks' 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.

(b) An employee shall be entitled to an additional three weeks' sick leave at half his ordinary weekly wage in each cycle of three years: Provided that at the time of receiving such additional sick leave all his annual and accumulative vacation leave has been utilised.

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 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 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 work-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;

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

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

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

(ae) for any reason not being in breach of the contract of employment; 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 service 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 military service;

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, three hours' notice;

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

(c) in die geval van 'n weekliks besoldigde 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; en

(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 werkgever en 'n werknemer kan die kontrak sonder kennisgewing beëindig deur die werknemer of die werkgever, 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 gewone dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van een week kennisgewing, minstens die gewone weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

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

In die geval van subparagrafe (ii) en (iii) hierbo is die gewone weekloon (uitgesonderd oortydloon) soos voorgeskryf [vgl. klousules 4 (5) (c) en 3 (87)];

(iv) in die geval van drie uur kennisgewing, minstens drie maal die gewone uurloon wat die werknemer ten tyde van sodanige kennisgewing ontvang;

Met dien verstande dat dit nie die volgende raak nie:

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

(ab) 'n skriftelike ooreenkoms tussen die werkgever 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;

(ac) die reg van die werkgever om 'n werknemer se dienskontrak sonder kennisgewing te beëindig indien die werknemer drie dae of langer sonder 'n redelike verskoning van die werk weggebly 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 gedurende 'n tydperk waartydens 'n werknemer militêre diens ingevolge die Verdedigingswet, 1957, ondergaan of met siekteverlof ingevolge klousule 11 is nie.

(3) Waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder dat hy die vereiste kennis gegee en die vereiste kennisgewingstermyn uitgedien het of sonder dat hy sy werkgever betaal het in plaas van die kennisgewing, kan die werkgever, ondanks andersluidende bepalinge in hierdie Ooreenkoms, vir homself uit die geld wat hy aan sodanige werknemer kragtens hierdie Ooreenkoms skuld 'n bedrag toeëien van hoogstens dié wat sodanige werknemer aan hom sou moes betaal het in plaas van die kennisgewing: Met dien verstande dat waar die werkgever aldus 'n bedrag in plaas van die kennisgewing vir hom toeëien het, die werknemer vir die toepassing van klousule 10 (4) geag moet word die werkgever te betaal het in plaas van die kennisgewing.

14. VERBOD OP INDIENSNEMING

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

DEEL III

15. REGISTERS

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

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

- (i) Die naam van die werknemer;
- (ii) sy beroep;
- (iii) die datum waarop hy begin werk het; en
- (iv) die loontarief of die tarief per uur wat betaal moet word.

(2) *Bywoningsregister.*—(a) 'n Werkgever moet elke werknemer voorsien van en in sy bedryfsinrigting 'n daaglikse bywoningsregister hou wat wesenlik in die vorm van Aanhangsel 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 etens- of ander pouse wat nie as gewone werkure gereken word nie, begin en geëindig het; en
- (iii) die tyd waarop die werknemer werk vir die dag voltooi het.

(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; and

(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 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 ordinary daily wage which the employee is receiving at the time of such termination;

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

(iii) in the case of two week's notice, double the ordinary weekly wage which the employee is receiving at the time of such termination.

In the case of subparagraph (ii) (iii) above the weekly ordinary wage (excluding overtime) shall be as defined [see clauses 4 (5) (c) and 3 (87)];

(iv) in the case of three hours' notice, three times the ordinary hourly rate which the employee is receiving at the time of such termination: Provided that this shall not affect—

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

(ab) 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;

(ac) 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 during any period during which an employee is undergoing military service in pursuance of the Defence Act, 1957, or is on sick leave granted in terms of clause 11.

(3) Notwithstanding anything to the contrary in this Agreement, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself from any moneys which he owes to such employee by virtue of any provisions of this Agreement, an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, the employee shall, for the purposes of clause 10 (4), be deemed to have paid the employer in lieu of notice.

14. PROHIBITION OF EMPLOYMENT

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

PART III

15. RECORDS

(1) *Time and wage records.*—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 daily by each of his employees. All entries shall be in ink.

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) his occupation;
- (iii) the date of commencement of his employment; and
- (iv) the rate of wages or the rate per hour 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) 'n Werkgewer met 'n sentrale loonstaatstelsel moet die volledige register hierbo bedoel vir 'n tydperk van 12 maande by die betrokke bedryfsinrigting bewaar, en alle werkgewers moet die voltooide stel registers vir 'n tydperk van drie jaar ná die datum van die laaste inskrywing daarin by die hoofkantoor bewaar of, as daar nie 'n hoofkantoor bestaan nie, dan by die bedryfsinrigting.

(3) Hierdie klousule is nie van toepassing op 'n werknemer wie se gewone besoldiging R10 200 of meer per jaar is nie.

16. DIENSSERTIFIKAAT

'n Werkgewer moet, wanneer 'n werknemer by beëindiging van sy diens daarom vra, sodanige werknemer voorsien van 'n dienssertifikaat waarin die name van die werkgewer en die werknemer voluit, die aard van die diens, die datum van inwerkingtreding en beëindiging van die kontrak en die tarief van besoldiging op die datum van sodanige beëindiging aangegee word. Hierdie sertifikaat moet wesenlik in die vorm van Aanhangsel A hiervan wees.

17. VERTONING VAN OOREENKOMS

Elke werkgewer moet in of op die plek waar sy werknemers werk, 'n leesbare eksmplaar van hierdie Ooreenkoms, in albei amptelike tale en op 'n opvallende plek waartoe sy werknemers toegang het, opklak 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 aangewese persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms. 'n Agent is daarop geregtig om 'n bedryfsinrigting binne te gaan en kan die werkgewer 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 werkgewer moet, tensy hy dit alreeds gedoen het, vir elke plek waar hy 'n besigheid dryf, 'n staat, in die vorm van Aanhangsel E van hierdie Ooreenkoms, invul en sodanige staat by die Sekretaris van die Raad indien, hoogstens 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 werkgewer 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 Aanhangsel C hiervan.

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 werkgewer wat lid van die werkgewersorganisasie is in diens geneem word nie, en mag geen werknemer wat lid van die vakvereniging is vir 'n werkgewer werk wat nie lid van die werkgewersorganisasie is nie.

(2) Hierdie klousule 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 klousule onmiddellik in werking tree.

(3) Afsien van die regte van enige persoon ingevolge artikel 51 (10) van die Wet op Nywerheidsversoenings, kan die Raad om 'n afdoende rede vrystelling van subklousule (1) 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 weiering binne 14 dae daarna aan die Raad gerapporteer het.

22. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Elke werkgewer 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.

(b) An employer having a centralised pay system shall retain the complete record referred to above at the particular establishment for a period of 12 months and the completed set of records shall be kept at the head office or where no head office exists, at the establishment by all employers for a period of three years subsequent to the date of the last entry in it.

(3) The provisions of this clause shall not apply to an employee whose regular rate of remuneration is R10 200 or more per annum.

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 EMPLOYEES

(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.

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. VAKVERENIGINGLEDEGELD

Elke werkgever moet van die loon van elke lid van die vakvereniging in sy diens die ledegeld afrek wat ingevolge die vakvereniging se konstitusie deur die werknemer aan die vakvereniging betaalbaar is en moet die bedrag aldaar 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:

- Familienaam, voorletters, geslag, ras en beroep;
- bedrag en tydperk waarvoor ledegeld afgetrek is;
- naam en adres van die werkgever; en
- adres van bedryfsinrigting 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 geadminestreer moet word:

(a) Elke werkgever moet die heffings in subklousule (2) van hierdie klousule bepaal, op die bestemde tyd van betaling aftrek van die besoldiging wat betaal moet word aan elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is;

(b) elke werkgever moet 'n gelyke bedrag bydra tot en dit 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:

Weekliks besoldigde werknemers: 14c per week.
Maandeliks besoldigde werknemers: 61c per maand.
Los werknemers: 3c per dag.

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

25. VRYSTELLING

(1) Die raad kan vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms aan 'n werkgever of 'n werknemer verleen.

(2) Aansoeke 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 goedvind en nadat een week skriftelike kennis aan die betrokke persoon gegee is, 'n vrystellingstifikaat kan intrek, selfs as die tydperk waarvoor vrystelling verleen is nie verstryk het nie.

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

- Die volle naam van die betrokke persoon;
 - die bepalinge van die Ooreenkoms waarvan hy vrygestel word;
 - die voorwaardes waarop sodanige vrystelling verleen word; en
 - die tydperk waar tydens die vrystelling geldig is.
- (5) Die Sekretaris van die Raad moet—
- alle sertifikate wat uitgereik word, agtereenvolgens nommer;
 - 'n afskrif behou van elke sertifikaat wat uitgereik is; en
 - waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur.

26. AANSTELLINGSBRIEF

'n Werkgever moet aan elke werknemer in sy diens 'n aanstellingsbrief verskaf wat die volgende aantoon: Die werknemer se volle naam, datum van indiensneming, beroep, loonskaal, en of hy heeltyds of deelttyds werk. 'n Afskrif daarvan, deur die werknemer onderteken, moet by die bedryfsinrigting vir insae bewaar word.

27. ULTRA VIRES

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

Namens die partye op hede die 7de dag van Oktober 1981 te Johannesburg onderteken.

A. H. STODEL, Voorsitter van die Raad.
E. SIEW, Ondervoorsitter van die Raad.
H. COHN, Sekretaris van die Raad.

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:

- Surname, initials, sex, race and occupation;
- amount and period in respect of which subscriptions were deducted;
- name and address of the employer; and
- 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:

Weekly paid employees: 14c per week.
Monthly paid employees: 61c per month.
Casuals: 3c per day.

(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.

25. EXEMPTIONS

(1) 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 why 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.

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

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

(5) The Secretary of the Council shall—

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

26. LETTER OF APPOINTMENT

An employer shall provide each employee in his employ with a letter of appointment showing the following: Employee's full name, date of engagement, occupation, rate of pay, and whether he is contracted on a full-time or part-time basis. A copy signed by the employee, shall be retained at the establishment for inspection.

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 this 7th day of October 1981.

A. H. STODEL, Chairman of the Council.
E. SIEW, Vice-Chairman of the Council.
H. COHN, Secretary of the Council.

AANHANGSEL A

DIENSSERTIFIKAAT KRAGTENS KLOUSULE 16 VAN DIE NYWERHEIDSRaadDOOREENKOMS. 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 werkgewer of persoon deur
 hom gemagtig

* Skrap wat nie van toepassing is nie.

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 B
DAAGLIKSE BYWONINGSREGISTER

Naam van werknemer	Familienaam	Voorletters	Klas werknemer (beroep)	Grondslag van indiensneming (Loonskaal per uur/week/maand)	Maand eindigende	Dag	Maand	Jaar
--------------------	-------------	-------------	-------------------------	---	------------------	-----	-------	------

WERKNEMERS SE DAAGLIKSE INSKRYWING MOET MET INK GEDOEN EN ONDERTEKEN WORD

D A T U M	Dag van week	URE GEWERK																								Totale getal ure gewerk		Totale getal oor- tyd- ure ge- werk	Hand- tekening van werknemer	Opmerkings van werknemer	Opmerkings van werk- gewer. As werknemer afwesig is, moet die rede vir sy afwe- sigheid ge- meld word en deur die werkgewer onderteken word	Opmerkings van Nywerheids- raad se agent
		1ste werkperiode			2de werkperiode			3de werkperiode			4de werkperiode			5de werkperiode			Middernagvertoning															
		Begin- tyd van werk	Op- houtyd van werk	Getal ure ge- werk	POUSE	Begin- tyd van werk	Op- houtyd van werk	Getal ure ge- werk	POUSE	Begin- tyd van werk	Op- houtyd van werk	Getal ure ge- werk	POUSE	Begin- tyd van werk	Op- houtyd van werk	Getal ure ge- werk	POUSE	Begin- tyd van werk	Op- houtyd van werk	Getal ure ge- werk	POUSE	Begin- tyd van werk	Op- houtyd van werk	Getal ure ge- werk	Daag- liks	Week- liks	Week- liks					
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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 werkgewer of ge-
magtigde verteenwoor-
diger onderteken

ANNEXURE B
DAILY ATTENDANCE REGISTER

[illegible]

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE BIOSKOOP- EN SKOUBURGBEDRYF VAN SUID-AFRIKA

KENNISGEWING VAN VERANDERING VAN BESONDERHEDE

Datum

Die Sekretaris
Posbus 6649
Johannesburg
2000

Meneer,

Ingevolge klousule 20 (2) van die Nywerheidsraadooreenkoms, stel ek u hierby in kennis van die volgende veranderinge, met ingang van, in die besonderhede vervat in die staat/state wat voorheen ingevolge klousule 20 (1) van genoemde ooreenkoms aan u verstrekt 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:

Beskrywing	Naam voluit	Woonadres
Eienaar		
Vennote		
Direkteure (in geval van 'n maatskappy)		
.....		
.....		
.....		

Die uwe,

Handtekening van werkgewer of persoon deur
hom gemagtig

ANNEXURE C

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

NOTIFICATION OF CHANGES OF PARTICULARS

Date

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:

Description	Full name	Residential address
Proprietor		
Partners		
Directors (in case of company)		
.....		
.....		
.....		

Yours faithfully,

Signature of employer or person authorised by him

AANHANGSEL D

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

MAANDELIKSE OPGAWE VAN WERKNEMERS

Naam van bedryfsinrigting:

Adres:

Vir maand eindigende:

[illegible]

Opmerking.—Bydraes is:

Los werknemers: 3c per dag gewerk.
 Weekliks besoldig: 14c per week.
 Maandeliks besoldig: 61c per maand.

Bedrag verschuldig namens werknemers

Gelyke bedrag deur werkgewerskuldig

Totale bedrag verschuldigd.....

Die Sekretaris
Posbus 6649
Johannesburg, 2000

ELKE KOLOM MOET ELKE MAAND INGEVUL WORD.

ANNEXURE D

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

MONTHLY RETURN OF EMPLOYEES

Name of establishment:

Address:

For month ending:

[illegible]

Note.—Contributions are:

Casuals: 3c per day worked.
Weekly paid: 14c per week.
Monthly paid: 61c per month.

Amount due on behalf of employees.....

Equal amount due by employer.....

Total amount due.....

The Secretary
P.O. Box 6649
Johannesburg, 2000

ALL COLUMNS MUST BE COMPLETED EVERY MONTH.

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

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

Die Sekretaris
 Posbus 6649
 Johannesburg
 2000

Meneer,

Ingevolge klousule 20 van die Nywerheidsraadooreenoms, verstrek ek hierby die volgende besonderhede in verband met hierdie besigheid:

1. Naam waaronder besigheid gedryf word.....
2. Adres waar besigheid gedryf word
3. (a) Landdrosgebied waarin besigheid gedryf word
- (b) Meld of dit Gebied A of B [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 naamsverandering 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)		
.....		
.....		
.....		

Datum

Die uwe,

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.

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

Notes:

Signature of employer or person authorised by him

- (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.

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