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[No. 687.]

**GOEWERMENTSKENNISGEWING.**

**DEPARTEMENT VAN ARBEID.**

No. R. 25.]

[3 Januarie 1964.]

WET OP NYWERHEIDSVERSOENING, 1956.

DRUK- EN NUUSBLADNYWERHEID.

ALGEMENE BYSTANDSFONDSOORENKOMS.

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

(a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Druk- en Nuusbladnywerheid betrekking het, vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1966 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vakvereniging is; en

(b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in artikels 1, 2 (1) en (2), 3 tot en 8, 10 en 16 (1), vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1966 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika.

A. E. TROLLIP,  
Minister van Arbeid.

A—4753363

**GOVERNMENT NOTICE.**

**DEPARTMENT OF LABOUR.**

No. R. 25.]

[3 January 1964.]

INDUSTRIAL CONCILIATION ACT, 1956.

PRINTING AND NEWSPAPER INDUSTRY.

GENERAL BENEFIT FUNDS AGREEMENT.

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

(a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Printing and Newspaper Industry shall be binding from the first Monday after the date of publication of this notice and for the period ending the 31st December, 1966, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in sections 1, 2 (1) and (2), 3 to 8 (inclusive), 10 and 16 (1), shall be binding from the first Monday after the date of publication of this notice and for the period ending the 31st December, 1966, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Republic of South Africa.

A. E. TROLLIP,  
Minister of Labour.

1—687

## BYLAE.

NASIONALE NYWERHEIDSRaad VIR DIE DRUK- EN  
NUUSBLADNYWERHEID VAN SUID-AFRIKA.

## ALGEMENE BYSTANDSFONDSOOREENKOMS

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

Federation of Master Printers of South Africa

en die

Newspaper Press Union of South Africa

(hieronder die "werkgewersorganisasies" genoem), aan die een kant, en die

South African Typographical Union

(hieronder die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika (hieronder die "Raad" genoem).

## 1. TOEPASSINGSBESTEK EN GELDIGHEIDSDUUR.

(1) Die bepalings van hierdie Ooreenkoms is dwarsdeur die Republiek van Suid-Afrika van toepassing en moet nagekom word deur alle lede van die werkgewersorganisasies, en deur alle lede van die vakvereniging wat in diens is in die Druk- en Nuusbladnywerheid soos omskryf in die Ooreenkoms gepubliseer by Goewermentskenningsgewing No. R. 1991 van 27 Desember 1963, hieronder die "Hofooreenkoms" genoem.

(2) Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, hieronder "die Wet" genoem, vasgestel word en bly van krag tot 31 Desember 1966, of vir die tydperk wat hy mag bepaal.

## 2. INSTELLING VAN FONDSE.

Die Gesamentlike Werkloosheidsfonds, N.N.R. se Bystandsfonds, Gesondheidsfonds en Mediese Hulpfonds wat voorheen ingestel is deur die partye by die Raad kragtens die konstitusie van daardie liggaam, word nou ingestel ingevolge hierdie Ooreenkoms. So ook word die Behuisingsfonds wat eerste kragtens die Ooreenkoms ingestel en by Goewermentskenningsgewing No. 925 van 20 April 1951 gepromulgeer is, nou ingestel kragtens hierdie Ooreenkoms.

(2) Die bates van die fondse genoem in subklousule (1) soos aangetoon in die boeke van die Raad op die datum van die promulgering van hierdie Ooreenkoms, is die bates van die Gesamentlike Werkloosheidsfonds, N.N.R. se Bystandsfonds, Gesondheidsfonds, Mediese Hulpfonds en Behuisingsfonds wat nou ingevolge hierdie Ooreenkoms ingestel word.

(3) Daar word ook nou 'n Oortolligheidsfonds ingestel en die bates van die Oortolligheidsfonds is die bates van die Speciale Reserwerekening soos aangetoon in die boeke van die Raad op die datum van promulgering van hierdie Ooreenkoms.

## 3. HERROEPING VAN VORIGE REGULASIES.

Die bepalings van hierdie Ooreenkoms vervang alle vorige regulasies wat beheer gehad het oor die fondse genoem in klousule 2 (1), en hierdie regulasies moet as herroep geag word en van geen krag en uitwerking nie; met dien verstande egter dat die publikasie van hierdie Ooreenkoms geen uitwerking mag hê op enigiets wat wetlik gedoen of gely is ingevolge sodanige vorige regulasies nie.

## 4. GESAMENTLIKE WERKLOOSHEIDSFONDS.

(1) Die doel van die Gesamentlike Werkloosheidsfonds is verlening van bystand aan lede van die vakvereniging wat normaalweg in diens is in die Druk- en Nuusbladnywerheid, soos in die Hofooreenkoms omskryf, gedurende tye van werkloosheid en siekte, asook die betaling van reiskoste om 'n werklose lid van die vakvereniging in staat te stel om werk in 'n ander sentrum te aanvaar.

(2) Die bepalings wat in Aanhangel A van hierdie Ooreenkoms uiteengesit is, is dié wat tans van toepassing is op die Fonds, en, behoudens die bepalings van klousules 19, 20 en 21 hiervan, bly hulle van krag totdat hulle ooreenkomstig artikel *agt-en-veertig* van die Wet gewysig word.

(3) Die Uitvoerende Komitee van die Raad het die bevoegdheid om reëls op te stel en te wysig wat nie in stryd met die bepalings van hierdie Ooreenkoms, die Wet, of die Aanhangel A hiervan betreffende die administrasie van die Fonds is nie. 'n Kopie van alle sodanige reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word. Die Uitvoerende Komitee het ook die bevoegdheid om reëlings te tref wat hy dienstig mag ag betreffende die betaling uit die Fonds van administrasiekoste.

(4) Alle bystand wat deur die Fonds betaalbaar is, moet deur tussenkoms van die takkantore van die vakvereniging betaal word en die bedrae aldus betaal, moet deur die Fonds aan die vakvereniging terugbetaal word. Die Staande Komitee van die Raad mag van tyd tot tyd aan die vakvereniging sulke bedrae uit die Fonds voorskiet as wat hy nodig mag ag omrede die bystand wat betaal moet word.

## 5. N.N.R. SE BYSTANDSFONDS.

(1) Die doel van die N.N.R. se Bystandsfonds is die verlening van bystand aan behoeftige bejaarde of ongeskikte persone, hetsy werknemers of oud-werkgewers, wat in die Druk- en Nuusbladnywerheid in diens was en wat nie in aanmerking kom vir die aftreetoelae van die Pensioenfonds van die Raad nie.

## SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING  
AND NEWSPAPER INDUSTRY OF SOUTH AFRICA.

## GENERAL BENEFIT FUNDS AGREEMENT

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

The Federation of Master Printers of South Africa

and the

Newspaper Press Union of South Africa

(hereinafter referred to as the "Employers' Organisations"), of the one part, and

The South African Typographical Union

(hereinafter referred to as the "Trade Union"), of the other part, being the parties to the National Industrial Council of the Printing and Newspaper Industry of South Africa (hereinafter referred to as the "Council").

## 1. SCOPE OF APPLICATION AND PERIOD OF OPERATION.

(1) The provisions of this Agreement shall apply throughout the Republic of South Africa and shall be observed by all members of the employers' organisations and by all members of the Trade Union, who are employed in the Printing and Newspaper Industry as defined in the Agreement published under Government Notice No. R. 1991, dated 27th December, 1963, hereinafter referred to as the "Main Agreement".

(2) This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Industrial Conciliation Act, 1956, hereinafter referred to as "the Act" and shall remain in force until the 31st December, 1966, or for such period as may be determined by him.

## 2. ESTABLISHMENT OF FUNDS.

(1) The Joint Unemployment Fund, N.I.C. Benevolent Fund, Health Maintenance Fund and Medical Aid Fund previously established by the parties to the Council in terms of the Constitution of that body are now established in terms of this Agreement. Similarly the Housing Fund first established in terms of the Agreement promulgated under Government Notice No. 925 of the 20th April, 1951, is now established in terms of this Agreement.

(2) The assets of the funds mentioned in sub-section (1) as shown in the books of the Council at the date of promulgation of this Agreement shall be the assets of the Joint Unemployment Fund, N.I.C. Benevolent Fund, Health Maintenance Fund, Medical Aid Fund and Housing Fund now established in terms of this Agreement.

(3) There is also now established a Redundancy Fund and the assets of the Redundancy Fund shall be the assets of the Special Reserve Account as shown in the books of the Council at the date of promulgation of this Agreement.

## 3. REPEAL OF PREVIOUS REGULATIONS.

The provisions of this Agreement shall be in substitution for all previous regulations governing the funds mentioned in section 2 (1), which regulations shall be deemed to be repealed and of no force and effect, provided, however, that the publication of this Agreement shall not have any effect on anything lawfully done or suffered in terms of such previous regulations.

## 4. JOINT UNEMPLOYMENT FUND.

(1) The object of the Joint Unemployment Fund is the provision of benefits to members of the Trade Union, normally employed in the Printing and Newspaper Industry as defined in the Main Agreement, during periods of unemployment and sickness as well as the payment of travelling expenses to enable an unemployed member of the Trade Union to take up employment in some other centre.

(2) The provisions set out in Annexure A to this Agreement shall be those presently applicable to the Fund and, subject to the provisions of sections 19, 20 and 21 hereof, shall remain in force until such provisions are amended in terms of section *forty-eight* of the Act.

(3) The Executive Committee of the Council shall have the power to make and amend rules not inconsistent with the provisions of this Agreement, the Act, or the annexures hereto relating to the administration of the Fund. A copy of all such rules and any amendments thereof shall be lodged with the Secretary for Labour. The Executive Committee shall also have the power to make such arrangements as it may deem fit regarding the payment from the Fund of expenses of administration.

(4) All benefits payable by the Fund shall be paid through the Branch Offices of the Trade Union and the amounts so paid shall be refunded to the Trade Union by the Fund. The Standing Committee of the Council may, from time to time, advance to the Trade Union from the Fund such amounts as it may consider necessary on account of the benefits which are to be paid.

## 5. N.I.C. BENEVOLENT FUND.

(1) The object of the N.I.C. Benevolent Fund is the provision of benefits to assist needy aged or incapacitated persons, whether employees or ex-employees, who have been engaged in the Printing and Newspaper Industry and who are not eligible for the retirement allowance of the Pension Fund of the Council.

(2) Die bepalings wat in Aanhangsel B van hierdie Ooreenkoms uiteengesit is, is dié wat tans van toepassing is op die Fonds en, behoudens die bepalings van klousules 19, 20 en 21 hiervan, bly hulle van krag totdat hulle ooreenkomstig artikel *agt-en-veertig* van die Wet gewysig word.

(3) Die Uitvoerende Komitee van die Raad het die bevoegdheid om reëls op te stel en te wysig wat nie in stryd met die bepalings van hierdie Ooreenkoms, die Wet, of die aanhangsels hiervan betreffende die administrasie van die Fonds is nie. 'n Kopie van alle sodanige reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word. Die Uitvoerende Komitee het ook die bevoegdheid om reëlings te tref wat hy dienstig mag ag betreffende die betaling uit die Fonds van administrasiekoste.

(4) Iemand wat bystand uit die N.N.R. se Bystandsfonds ontvang, is nie geregtig op bystand uit die Gesamentlike Werkloosheidsfonds nie.

(5) Alle bystand wat deur die Fonds betaalbaar is, moet deur tussenkoms van die takkantore van die vakvereniging betaal word en die bedrae aldus betaal, moet deur die Fonds aan die vakvereniging terugbetaal word. Die Staande Komitee van die Raad mag van tyd tot tyd aan die vakvereniging sulke bedrae uit die Fonds voorskiet as wat hy nodig mag ag omrede die bystand wat betaal moet word.

#### 6. GESONDHEIDSFONDS.

(1) Die doel van die Gesondheidsfonds is die betaling van toelae aan lede van die vakvereniging wat opgehou het met werk om behandeling te ondergaan vir toring of ander siektes wat deur die Uitvoerende Komitee van die Raad gespesifiseer mag word.

(2) Behoudens die bepalings van subklousule (3) hiervan is so 'n toelae betaalbaar na goeddunke van die Staande Komitee van die Raad en iemand wat 'n toelae uit die Gesondheidsfonds toegestaan word is nie geregtig nie op bystand uit die Gesamentlike Werkloosheidsfonds terwyl hy so 'n toelae trek nie.

(3) Die bepalings wat in Aanhangsel C van hierdie Ooreenkoms uiteengesit is, is dié wat tans van toepassing is en, behoudens die bepalings van klousules 19, 20 en 21 hiervan, bly hulle van krag totdat hulle ooreenkomstig artikel *agt-en-veertig* van die Wet gewysig word.

(4) Die Uitvoerende Komitee van die Raad het die bevoegdheid om reëls op te stel en te wysig wat nie in stryd met die bepalings van hierdie Ooreenkoms, die Wet, of die aanhangsels hiervan betreffende die administrasie van die Fonds is nie. 'n Kopie van alle sodanige reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word. Die Uitvoerende Komitee het ook die bevoegdheid om reëlings te tref wat hy dienstig mag ag betreffende die betaling uit die Fonds van administrasiekoste.

(5) Alle bystand wat deur die Fonds betaalbaar is, moet deur tussenkoms van die takkantore van die vakvereniging betaal word en die bedrae aldus betaal, moet deur die Fonds aan die vakvereniging terugbetaal word. Die Staande Komitee van die Raad mag van tyd tot tyd aan die vakvereniging sulke bedrae uit die Fonds voorskiet as wat hy nodig mag ag omrede die bystand wat betaal moet word.

#### 7. MEDIESE HULPFONDS.

(1) Die doel van die Mediese Hulpfonds is om lede van die vakvereniging ten opsigte van wie bydraes tot die Fonds betaal word kragtens klousule 18 (5) van die Hoof-ooreenkoms, te help met die bestryding van uitgawes deur hulle aangegaan, hetsy ten opsigte van hulleself of hulle *bona fide* afhanklikes in gevalle van siekte of ongelukke, vir mediese of chirurgiese dienste, hospitaal-behandeling en verpleging.

(2) Die bepalings wat in Aanhangsel D van hierdie Ooreenkoms uiteengesit is, is dié wat tans van toepassing is op die Fonds en, behoudens die bepalings van klousules 19, 20 en 21 hiervan, bly hulle van krag totdat hulle ooreenkomstig artikel *agt-en-veertig* van die Wet gewysig word.

(3) Behoudens die algemene lasgewing van die Raad en die bepalings genoem in subklousules (2) en (5) moet die Fonds beheer en geadministreer word deur die Beheerraad van die vakvereniging.

(4) Behoudens die bepalings van subklousules (1), (2) en (5) hiervan, mag die Beheerraad van die vakvereniging na goeddunke—

(a) die betaling magtig van eise teen die Fonds kragtens die bepalings genoem in subklousule (2) hiervan of aan beamptes van die vakvereniging wat deur hom benoem word, die plig deleger om die betaling van sulke eise te magtig;

(b) namens die Fonds die gelde van mediese praktisyns waarborg in die mate wat toegelaat word by die bepalings genoem in subklousule (2) hiervan; en

(c) beamptes van die vakvereniging wat deur hom benoem word, magtig om tjeks te teken op enige bankrekening wat vir die doel van die Fonds geopen is, asook alle ander dokumente wat die bankiers nodig mag hê vir die doel om so 'n rekening te open of te beheer.

(5) Die Uitvoerende Komitee van die Raad het die bevoegdheid om reëls op te stel en te wysig wat nie in stryd met die bepalings van hierdie Ooreenkoms, die Wet, of die aanhangsels hiervan betreffende die administrasie van die Fonds is nie. 'n Kopie van alle sodanige reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word. Die Uitvoerende Komitee het ook die bevoegdheid om reëlings te tref wat hy dienstig mag ag betreffende die betaling uit die Fonds van administrasiekoste.

(2) The provisions set out in Annexure B to this Agreement shall be those presently applicable to the Fund and, subject to the provisions of sections 19, 20 and 21 hereof, shall remain in force until such provisions are amended in terms of section *forty-eight* of the Act.

(3) The Executive Committee of the Council shall have the power to make and amend rules not inconsistent with the provisions of this Agreement, the Act, or the annexures hereto relating to the administration of the Fund. A copy of all such rules and any amendments thereof shall be lodged with the Secretary for Labour. The Executive Committee shall also have the power to make such arrangements as it may deem fit regarding the payment from the Fund of expenses of administration.

(4) A person in receipt of benefits from the N.I.C. Benevolent Fund shall not be entitled to benefits from the Joint Unemployment Fund.

(5) All benefits payable by the Fund to members of the Trade Union shall be paid through the Branch Offices of the Trade Union and the amounts so paid shall be refunded to the Trade Union by the Fund. The Standing Committee of the Council may, from time to time, advance to the Trade Union from the Fund such amounts as it may consider necessary on account of the benefits which are to be paid.

#### 6. HEALTH MAINTENANCE FUND.

(1) The object of the Health Maintenance Fund is the payment of allowances to members of the Trade Union, who have ceased work in order to undergo treatment for tuberculosis or such other diseases as may be specified by the Executive Committee of the Council.

(2) Subject to the provisions of sub-section (3) hereof, such an allowance shall be payable at the discretion of the Standing Committee of the Council and a person granted an allowance from the Health Maintenance Fund shall not be entitled to any benefit from the Joint Unemployment Fund whilst drawing such an allowance.

(3) The provisions set out in Annexure C to this Agreement shall be those presently applicable and, subject to the provisions of sections 19, 20 and 21 hereof, shall remain in force until such provisions are amended in terms of section *forty-eight* of the Act.

(4) The Executive Committee of the Council shall have the power to make and amend rules not inconsistent with the provisions of this Agreement the Act or the annexures hereto relating to the administration of the Fund. A copy of all such rules and any amendments thereof shall be lodged with the Secretary for Labour. The Executive Committee shall also have the power to make such arrangements as it may deem fit regarding the payment from the Fund of expenses of administration.

(5) All benefits payable by the Fund shall be paid through the Branch Offices of the Trade Union and the amounts so paid shall be refunded to the Trade Union by the Fund. The Standing Committee of the Council may, from time to time, advance to the Trade Union from the Fund such amounts as it may consider necessary on account of the benefits which are to be paid.

#### 7. MEDICAL AID FUND.

(1) The object of the Medical Aid Fund is to assist members of the Trade Union in respect of whom contributions to the Fund are paid in terms of section 18 (5) of the Main Agreement with the payment of expenses incurred by them, whether in respect of themselves or their *bona fide* dependants, in cases of sickness or accident, for medical, surgical, hospital and nursing attention.

(2) The provisions set out in Annexure D to this Agreement shall be those presently applicable to the Fund and, subject to the provisions of sections 19, 20 and 21 hereof, shall remain in force until such provisions are amended in terms of section *forty-eight* of the Act.

(3) Subject to the general directions of the Council and the provisions mentioned in sub-sections (2) and (5) the Fund shall be controlled and administered by the Governing Board of the Trade Union.

(4) Subject to the provisions of sub-sections (1), (2) and (5) hereof, the Governing Board of the Trade Union may in its discretion—

(a) authorise the payment of claims on the Fund in terms of the provisions mentioned in sub-section (2) hereof or delegate to officers of the Trade Union nominated by it the duty of authorising the payment of such claims;

(b) guarantee on behalf of the Fund the fees of medical practitioners to the extent permitted by the provisions mentioned in sub-section (2) hereof; and

(c) authorise officers of the Trade Union nominated by it to sign cheques on any banking account opened for the purposes of the Fund as well as such other documents as may be required by the bankers for the purposes of the opening or operation of any such account.

(5) The Executive Committee of the Council shall have the power to make and amend rules not inconsistent with the provisions of this Agreement the Act or the annexures hereto relating to the administration of the Fund. A copy of all such rules and any amendments thereof shall be lodged with the Secretary for Labour. The Executive Committee shall also have the power to make such arrangements as it may deem fit regarding the payment from the Fund of expenses of administration.

## 8. BEHUISINGSFONDS.

(1) Die doel van die Behuisingsfonds is om lede van die vakvereniging te help om 'n woonhuis te bekom.

(2) Behoudens die algemene doel genoem in subklousule (1) hiervan, moet die fondse van die Behuisingsfonds geadminestreer word na die uitsluitende en absolute goedvinde van die Staande Komitee van die Raad en die Komitee mag—

- (a) geld uit hierdie Fonds voorskiet aan lede van die vakvereniging teen die rentekoers en behoudens die voorwaardes waaroor die genoemde komitee van tyd tot tyd mag besluit;
- (b) geld uit hierdie Fonds deponeer by bougenootskappe en geld wat aldus gedeponeer is, of ander bates van die Fonds, seeder, oormak, oordra, verpand en beswaar as kollaterale sekuriteit vir voorskotte wat deur bougenootskappe aan lede van die vakvereniging gedoen word;
- (c) aan een werkgewervertewoordiger en een werknemervertewoordiger in die komitee die plig deleger om alle nodige aansoeke te teken om vaste deposito's, akte van afstanddoening, borgtog en enige ander dokument wat nodig is in verband met enige transaksie wat hy goedkeur.

(3) Alle bedrae in die krediet van die Behuisingsfondse rekening in die boeke van die Raad, wat, na die mening van die Uitvoerende Komitee van die Raad, nie langer nodig is vir die doel van die Behuisingsfondse nie, moet van tyd tot tyd na goeddunke van daardie komitee na die Gesamentlike Werkloosheidsfonds oor-geplaas word.

## 9. OORTOLLIGHEIDSFONDS.

(1) Die doel van die Oortolligheidsfonds is om voorsiening te maak vir die betaling van toelaes aan werknemers wat hul gewone werk verloor het of wat 'n vermindering in hul verdienvermoë gely het as 'n regstreekse gevolg van tegniese veranderinge in produksiemetodes en/of die koste van opleiding van sulke werknemers in 'n ander bedryf of beroep.

(2) Die bepalinge wat in Aanhangsel E van hierdie Ooreenkoms uiteengesit is, is dié wat tans van toepassing is op die Fonds en, behoudens die bepalinge van klousules 19, 20 en 21 hiervan, bly hulle van krag totdat hulle ooreenkomstig artikel *agt-en-veertig* van die Wet gewysig word.

(3) Die Uitvoerende Komitee van die Raad het die bevoegdheid om reëls op te stel en te wysig wat nie in stryd met die bepalinge van hierdie Ooreenkoms, die Wet, of die Aanhangsels hiervan betreffende die administrasie van die Fonds is nie. 'n Kopie van alle sodanige reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word. Die Uitvoerende Komitee het ook die bevoegdheid om reëlings te tref wat hy dienstig mag ag betreffende die betaling uit die Fonds van administrasiekoste.

(4) Alle bystand wat deur die Fonds betaalbaar is, moet deur tussenkoms van die takkantore van die vakvereniging betaal word en die bedrae aldus betaal, moet deur die Fonds aan die vakvereniging terugbetaal word. Die Staande Komitee van die Raad mag van tyd tot tyd aan die vakvereniging sulke bedrae uit die Fonds voorskiet as wat hy nodig mag ag omrede die bystand wat betaal moet word.

## 10. BYDRAES.

(1) Bydraes moet aan die Gesamentlike Werkloosheidsfonds en aan die Mediese Hulpfonds betaal word ooreenkomstig die bepalinge van die Hoof-ooreenkoms.

(2) Die Uitvoerende Komitee van die Raad moet 'n gedeelte van die inkomste van die Gesamentlike Werkloosheidsfonds opsy sit om te voldoen aan die behoeftes aan die N.N.R. se Bystandsfonds en die Gesondheidsfonds en die bedrae aldus opsy gesit, kom daardie fondse toe.

## 11. REKENINGS.

'n Afsonderlike rekening moet gehou word ten opsigte van elk van die fondse ingestel kragtens hierdie Ooreenkoms, maar die Uitvoerende Komitee van die Raad mag geld van één Fonds na 'n ander oordra by wyse van lening of toekenning soos hy na goeddunke raadsaam ag. Die bepaling betreffende die oordrag van geld van een fonds na 'n ander is nie van toepassing in die geval van die Oortolligheidsfonds nie.

## 12. OUDITERING VAN REKENINGS, FINANSIËLE STATE EN BELEGGING VAN FONDSE.

(1) Die rekeninge van die Fondse moet deur geakkrediteerde rekenmeesters twee maal per jaar geouditeer en finansiële state opgestel word wat die volgende aantoon:—

- (a) alle geld ontvang—
  - (i) kragtens die Hoof-ooreenkoms;
  - (ii) uit ander bronne (as daar was); en
- (b) uitgawes onder alle hoofde aangegaan;

gedurende die betrokke tydperk, tesame met 'n balansstaat wat die bates en laste van die Fondse, soos aan die einde van die halfjaar, aantoon. Ware kopieë van die geouditeerde staat en balansstaat, medeonderteken deur die Voorsitter van die Raad, en van die ouditeursverslag daaroor, moet daarna ter insae aan die kantoor van die Raad lê. Gewaarmerkte kopieë van die staat, balansstaat en ouditeursverslag moet so gou moontlik maar nie later nie as 3 maande na die einde van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid gestuur word.

## 8. HOUSING FUND.

(1) The object of the Housing Fund is to assist members of the Trade Union to acquire dwelling-houses.

(2) Subject to the general purpose mentioned in sub-section (1) hereof, the Funds of the Housing Fund shall be administered in the sole and absolute discretion of the Standing Committee of the Council which Committee may—

- (a) advance moneys from such Fund to members of the Trade Union at such rate of interest and subject to such conditions as may be decided upon by the said Committee from time to time;
- (b) deposit moneys from such Fund with building societies and cede, assign, transfer, pledge and encumber moneys so deposited or other assets of the Fund as collateral security for advances made by building societies to members of the Trade Union;
- (c) delegate to one employer representative and one employee representative on the Committee the duty of signing any necessary application for fixed deposit, deed of cession, suretyship or other document required in connection with any transaction approved by it.

(3) All amounts standing to the credit of the Housing Fund Account in the books of the Council, which, in the opinion of the Executive Committee of the Council, are no longer required for the purposes of the Housing Fund shall at the discretion of that Committee, be transferred from time to time to the Joint Unemployment Fund.

## 9. REDUNDANCY FUND.

(1) The object of the Redundancy Fund is to provide for the payment of allowances to employees who have been displaced from their normal employment or have suffered a reduction in their earning capacity, as a direct result of technical changes in methods of production, and/or the cost of training such employees in some other trade or occupation.

(2) The provisions set out in Annexure E to this Agreement shall be those presently applicable to the Fund and, subject to the provisions of sections 19, 20 and 21 hereof, shall remain in force until such provisions are amended in terms of section forty-eight of the Act.

(3) The Executive Committee of the Council shall have the power to make and amend rules not inconsistent with the provisions of this Agreement, the Act or the annexures hereto relating to the administration of the Fund. A copy of all such rules and any amendments thereof shall be lodged with the Secretary for Labour. The Executive Committee shall also have the power to make such arrangements as it may deem fit regarding the payment from the Fund of expenses of administration.

(4) All benefits payable by the Fund shall be paid through the Branch Offices of the Trade Union and the amounts so paid shall be refunded to the Trade Union by the Fund. The Standing Committee of the Council may, from time to time, advance to the Trade Union from the Fund such amounts as it may consider necessary on account of the benefits which are to be paid.

## 10. CONTRIBUTIONS.

(1) Contributions shall be paid to the Joint Unemployment Fund and to the Medical Aid Fund in accordance with the provisions of the Main Agreement.

(2) The Executive Committee of the Council shall set aside a portion of the revenue of the Joint Unemployment Fund to meet the requirements of the N.I.C. Benevolent Fund and the Health Maintenance Fund and the amounts so set aside shall accrue to those funds.

## 11. ACCOUNTS.

A separate account shall be maintained in respect of each of the funds established in terms of this Agreement, but the Executive Committee of the Council may transfer moneys from one fund to another by way of loan or grant as it may, in its discretion, consider advisable. The provision regarding the transfer of moneys from one fund to another shall not apply in the case of the Redundancy Fund.

## 12. AUDITING OF ACCOUNTS, FINANCIAL STATEMENTS AND INVESTMENT OF FUNDS.

(1) The accounts of the Funds shall be audited by chartered accountants bi-annually and financial statements be prepared showing—

- (a) all moneys received—
  - (i) in terms of the Main Agreement;
  - (ii) from other sources (if any); and
- (b) expenditure incurred under all headings;

during the relative period, together with a balance sheet showing the assets and liabilities of the Funds at the end of each half-year. True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the office of the Council. Certified copies of the statement, balance sheet and auditor's report shall, as soon as possible but not later than three months after the close of the period covered thereby be transmitted to the Secretary for Labour.

- (2) Alle geld wat nie nodig is vir lopende betalings en uitgawes nie, moet nie op 'n ander wyse as onderstaande belê word nie—
- (a) in effekte van die Regering van die Republiek van Suid-Afrika of effekte van plaaslike besture;
  - (b) in Nasionale Spaarsertifikate;
  - (c) in spaarbankrekenings of -sertifikate van die Poskantoor;
  - (d) in spaarrekenings, permanente aandele of vaste deposito's in geregistreerde bougenootskappe of banke; of
  - (e) enige ander wyse wat deur die Nywerheidsregistrator goedgekeur word.

### 13. BETALING VAN BYSTAND.

Die bystand wat betaalbaar is uit die Fonds ingestel ingevolge hierdie Ooreenkoms, hang daarvan af of daar, na die mening van die Uitvoerende Komitee van die Raad, voldoende fondse is om aan alle eise te voldoen. Geen besondere bedrag word of as verskuldig of betaalbaar geag tot tyd en wyl die besondere eis vir betaling goedgekeur is nie.

### 14. SKULDVERGELYKING.

Ondanks andersluidende bepalings hierin, mag bystand wat betaalbaar is aan of ten opsigte van 'n persoon, na goedvinde van die Staande Komitee van die Raad, afgetrek word van enige bedrag wat deur daardie persoon of sy boedel aan die Mediese Hulpfonds of enige ander Fonds van die Raad verskuldig is. Alle bedrae wat aldus afgetrek word, moet na die betrokke Fonds oorgedra word.

### 15. APPELLE.

Enige eiser of ander persoon, wat ontevrede is met 'n beslissing insake sy aansoek, mag by die Uitvoerende Komitee van die Raad teen so 'n beslissing appelleer binne 'n tydperk van 1 maand ná die beslissing. Die appellent moet dan van die beslissing van die Uitvoerende Komitee, verwittig word. Indien hy nog ontevrede is, mag hy 'n verdere appell binne 1 maand ná die beslissing deur die Uitvoerende Komitee, by die Raad indien, en het hy die reg om voor die Raad ter stawing van sy appell te verskyn. Die beslissing van die Raad is afdoende en bindend vir alle persone.

### 16. VERBEURING VAN BYSTAND.

(1) Iemand wat uit die vakvereniging bedank of uitgesit word, moet geag word al sy belange in die fondse, uitgesonderd die Oortollighedsfonds, te verbeur het. So ook het iemand wat deur die vakvereniging geskors is, geen reg op bystand uit die betrokke fonds of fondse nie.

(2) Bystand wat uit die fondse aan iemand verskuldig of betaalbaar is, mag deur niemand anders as daardie persoon gebruik of geëis word nie, is uitsluitlik vir hom persoonlik bedoel en mag nie gesedeer, oorgedra, oorgemaak, verpand of verhipotekeer of op enige ander wyse deur hom vervreem word nie en 'n krediteur mag nie beslag daarop lê nie en die eiendomsreg daarop mag op niemand anders in watter hoedanigheid ook al, oorgaan nie. Dié bystand moet absoluut vasgestel en totaal ten gunste van die betrokke Fonds verbeur word wanneer enigeen van die volgende gebeurtenisse plaasvind:—

- (a) As die betrokke persoon—
  - (i) finaal insolvent verklaar word of sy boedel op enige wyse ten gunste van sy krediteure oorgee of oordra;
  - (ii) voorgee om 'n deel van of al die bystand wat hom toeval of aan hom betaalbaar is, te sedeer, oor te dra, oor te maak, te verpand, te verhipotekeer of op enige wyse te vervreem;
  - (iii) in enige Staatsondersteunde inrigting of sielsiekegestig opgeneem word;
- (b) indien 'n krediteur van die betrokke persoon voorgee om kragtens 'n lasbrief vir eksekusie beslag te lê op al die bystand of 'n deel daarvan wat aan hom uit die Fonds toeval of aan hom daaruit betaalbaar is, of, dit te verkoop, of beslag daarop laat lê of dit laat verkoop.

(3) Ingeval enigiemand sy bystand verbeur soos hierbo genoem, mag die Staande Komitee van die Raad na goedvinde van tyd tot tyd die volgende bedrae uit die betrokke Fonds betaal (of sonder kennisgewing ophou om dit te betaal):—

- (a) Aan so 'n persoon, die bedrag of bedrae wat hy nodig mag ag vir sy onderhoud, en/of
- (b) aan die afhanklikes van so 'n persoon die bedrag of bedrae wat hy nodig mag ag vir die onderhoud van dié afhanklikes.

Met dien verstande dat die totale betalings aan so 'n persoon (en/of afhanklikes) te eniger tyd hoogstens die bedrag mag wees wat op daardie tydstep betaalbaar sou gewees het indien die bystand nie, soos hierbo genoem, vasgestel en verbeur is nie. Daarbenewens moet alle bystand wat aan enigiemand verskuldig of betaalbaar is maar nog nie betaal is nie, onmiddellik na die afsterwe van daardie persoon absoluut vasgestel en geheel en al ten gunste van die Fonds verbeur word; met dien verstande egter dat 'n bedrag van hoogstens die bystand wat aldus verbeur is, na goedvinde van die Staande Komitee aan die weduwee of ander afhanklike van die afgestorwe lid betaal mag word. Vir die toepassing van hierdie klousule beteken "afhanklike" iemand wat na die mening van die Staande Komitee, van die betrokke persoon afhanklik is.

(2) Any moneys not required to meet current payments and expenses shall not be invested otherwise than in—

- (a) Stock of the Government of the Republic of South Africa or local Government stock;
- (b) National Savings Certificates;
- (c) Post Office Savings Accounts or Certificates;
- (d) Savings Accounts Permanent Shares or fixed deposits in registered building societies or banks; or
- (e) in any other manner approved by the Industrial Registrar.

### 13. PAYMENT OF BENEFITS.

The benefits accruing from the funds established in terms of this Agreement are conditional on the funds available being in the opinion of the Executive Committee of the Council sufficient to meet all claims. No particular amount shall be regarded as either due or payable until such time as the particular claim has been passed for payment.

### 14. SET-OFF.

Notwithstanding anything to the contrary contained herein any benefits payable to or in respect of a person may, at the discretion of the Standing Committee of the Council, be set-off against any amount owing by that person or his estate to the Medical Aid Fund or any other Fund of the Council. Any amount so set-off shall be transferred to the Fund concerned.

### 15. APPEALS.

Any claimant or other person, who is dissatisfied with a decision on his application, may appeal to the Executive Committee of the Council against such decision, within a period of one month of the decision. The appellant shall be advised of the decision of the Executive Committee. Should he still be dissatisfied, he may lodge a further appeal to the Council within one month of the decision by the Executive Committee and shall have the right to appear before the Council in support of his appeal. The decision of the Council shall be final and binding on all persons.

### 16. FORFEITURE OF BENEFITS.

(1) A person, who resigns or is expelled from the Trade Union, shall be deemed to have forfeited all his interest in the Funds, other than the Redundancy Fund. Similarly a person who has been suspended from benefits by the Trade Union shall not be entitled to benefits from the Fund or Funds concerned.

(2) Benefits due or payable to any person from the Funds shall not be capable of being exercised or claimed in any way by any body other than that person and shall be purely personal to him and shall not be capable of being ceded, assigned, transferred, pledged or hypothecated or in any way alienated by him, or of being attached for any creditor, or of vesting in any other person whomsoever in any capacity. Such benefits shall be determined absolutely and be wholly forfeited for the benefit of the Fund concerned on the happening of any of the following events:—

- (a) If the person concerned—
  - (i) is finally declared insolvent or surrenders his estate or assigns his estate in any way for the benefit of his creditors;
  - (ii) purports to cede, assign, transfer, pledge, hypothecate or in any way alienate all or any of the benefits accruing or payable to him;
  - (iii) is committed to any State-aided institution or mental asylum;
- (b) if a creditor of the person concerned purports to attach or to sell under any writ of execution or causes to be so attached or so sold all or any benefits accruing or payable from the Fund.

(3) In the event of any person forfeiting his benefits as aforesaid, the Standing Committee of the Council may, at its discretion, from time to time pay out of the Fund concerned (or without notice cease to pay):

- (a) to such person such amount or amounts as it may consider necessary for the support of such person, and/or
- (b) to the dependants of such person such amount or amounts as it may consider necessary for the support of such dependants.

Provided that the total payments to any such person (and/or dependants) shall not exceed at any time the amount which would have been payable at that time if the benefits had not been determined and forfeited as aforesaid. Further any benefits due or payable to any person, but not yet paid, shall be determined absolutely and be wholly forfeited for the benefit of the Fund concerned immediately on the death of that person, provided, however, that, at the discretion of the Standing Committee of the Council an amount not exceeding the benefits so forfeited may be paid to the widow, or other dependant of the deceased member. For the purposes of this section "dependant" means a person who, in the opinion of the Standing Committee, is dependant on the person concerned.

## 17. VRYWARING.

Die lede en beamptes van die Raad, sy Uitvoerende en Staande Komitees en die Beheerraad van die vakvereniging is nie aanspreeklik vir die skulde en laste van die Fondse en moet deur die Fondse teen alle verliese en uitgawes gevrywaar word deur hulle in of in verband met die *bona fide* verrigting van hul pligte aangegaan, en word hulle hierby gevrywaar.

## 18. STAKING VAN FONDSE.

Indien die Raad besluit dat een of ander van die Fondse wat ingevolge hiervan ingestel is, gestaak behoort te word, is onderstaande bepaling van toepassing indien die Raad versuim om te besluit binne 'n tydperk van 6 maande vanaf dié besluit vir watter doel die onbestede balans van daardie Fonds gebruik moet word:—

- (1) In die geval van die N.N.R. se Bystandsfonds, Gesondheidsfonds of Behuisingsfonds, moet die onbestede balans na die Gesamentlike Werkloosheidsfonds oorgeplaas word;
- (2) in die geval van die Gesamentlike Werkloosheidsfonds moet die onbestede balans na die pensioenfonds oorgeplaas word;
- (3) in die geval van die Mediese Hulpfonds moet 50 persent van die onbestede balans aan die werkgewersorganisasies en 50 persent aan die vakvereniging betaal word; en
- (4) in die geval van die Oortolligheidsfonds moet die onbestede balans in die Algemene Fonds van die Raad betaal word.

## 19. VERSTRYKING VAN OOREENKOMS.

(1) Indien hierdie Ooreenkoms deur verloop van tyd of om enige ander rede verstryk en 'n daaropvolgende ooreenkoms vir die voortsetting van die Fondse nie aangegaan word binne 'n tydperk van 2 jaar vanaf die datum van dié verstryking of indien die Fondse nie deur die Raad binne dié tydperk oorgeplaas word na ander fondse wat ingestel is vir die voordeel van persone van dieselfde klasse as dié vir wie die oorspronklike fondse ingestel is nie, moet die Fondse gelikwider word. Gedurende die genoemde tydperk van 2 jaar of totdat hulle voortgesit word by enige ander ooreenkoms of oorgeplaas word na enige ander fondse hierbo bedoel, moet die Fondse geadministreer word deur 'n komitee bestaande uit 4 persone benoem deur die werkgewersorganisasies en 4 persone benoem deur die vakvereniging.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel vier-en-dertig (2) van die Wet op Nywerheidsversoenig, 1956, moet die Fondse geadministreer word deur 'n komitee saamgestel soos bepaal in subklousule (1) totdat die Ooreenkoms verstryk, waarna die Fondse gelikwider moet word.

(3) 'n Vakature wat ontstaan in die komitee bedoel in subklousules (1) en (2) moet gevul word deur die party wat die lid benoem het wie se plek gevul moet word. Indien 'n party om watter rede ook al versuim om die lede van die komitee te benoem, mag die Nywerheidsregistrator hulle kies uit werkgewers en wernemers in die Nywerheid ten einde gelykheid van werkgewer- en werknemerverteenwoordigers in die komitee te verseker. Die komitee moet al die bevoegdhede van die Raad en die Uitvoerende en Staande Komitees besit, met dien verstande egter dat met alle geld en sekuriteite van die Fondse gehandel en dit bestee moet word slegs vir die doeleindes van die Fondse en ooreenkomstig die bepaling van hierdie Ooreenkoms en van die aanhangsels daarvan. Ingeval die komitee nie in staat is nie of onwillig is, om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fondse na die mening van die Nywerheidsregistrator onprakties of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer en dié trustee of trustees besit dan al die bevoegdhede van die komitee vir hierdie doel.

## 20. LIKWIDASIE VAN FONDSE.

(1) By likwidasië van die Fondse ingevolge klousule 19 moet die likwidateur die bates van die Fondse te gelde maak en enige balans wat oorbly na betaling van die likwidasiëkoste moet, indien die Nywerheidsregistrator aldus gelas, oorgedra word op enige ander fonds of fondse ingestel vir die voordeel van werknemers vir die Druk- en Nuusbladnywerheid van dieselfde klasse as die begunstigdes van die Fondse of, by gebrek aan so 'n lasgewing moet daarvoor beskik word ooreenkomstig die bepaling van klousule 18 van hierdie Ooreenkoms. Indien die sake van die Raad in daardie stadium reeds beredder en sy bates verdeel is, moet oor die bedrag wat die Algemene Fonds toekom, beskik word soos voorgeskryf by artikel vier-en-dertig (4) van die Wet op Nywerheidsversoenig, 1956.

(2) Die Fondse moet gelikwider word deur die komitee of die trustee of trustees bedoel in klousule 19, na gelang van die geval.

Nademaal die werkgewersorganisasies en die vakvereniging tot die ooreenkoms wat hierin vervat is, geraak het, verklaar die ondergetekende gemagtigde ampsdraers van die Raad hierby dat bostaande Ooreenkoms die Ooreenkoms is waartoe hulle geraak het en heg hulle hul handtekenings daaraan.

Op hede die 29ste dag van Augustus 1963 in Kaapstad, gedateer.

G. M. C. CRONWRIGHT,  
Verteenwoordiger van die Werkgewers,  
Voorsitter van die Raad.

N. V. BOLTMAN,  
Verteenwoordigers van die Werknemers,  
Ondervoorsitter van die Raad.

E. P. KEMP,  
Sekretaris van die Raad.

## 17. INDEMNITY.

The members and officials of the Council, its Executive and Standing Committees and the Governing Board of the Trade Union shall not be liable for the debts and liabilities of the Funds and shall be, and they are hereby, indemnified by the Funds against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

## 18. ABANDONMENT OF FUND.

Should the Council decide that one or other of the funds established in terms hereof should be discontinued, then the following provisions shall apply in the absence of the Council deciding within a period of six months of such decision for what purpose the unexpended balance of that fund shall be used:—

- (1) In the case of the N.I.C. Benevolent Fund, Health Maintenance Fund or Housing Fund, the unexpended balance shall be transferred to the Joint Unemployment Fund;
- (2) In the case of the Joint Unemployment Fund the unexpended balance shall be transferred to the Pension Fund;
- (3) In the case of the Medical Aid Fund fifty per cent of the unexpended balance shall be paid to the Employers' Organisations and fifty per cent to the Trade Union; and
- (4) In the case of the Redundancy Fund the unexpended balance shall be paid into the General Fund of the Council.

## 19. EXPIRY OF AGREEMENT.

(1) Should this Agreement expire through effluxion of time or for any other reason and a subsequent agreement for the continuation of the Funds not be negotiated within a period of two years from the date of such expiry or the Funds not being transferred by the Council within such period to any other funds constituted for the benefit of persons of the same classes as those for which the original funds were created, the Funds shall be liquidated. The Funds shall during the said period of two years or until such time as they are continued by any other agreement or transferred to any other funds referred to above, be administered by a Committee consisting of four persons nominated by the Employers' Organisations and four persons nominated by the Trade Union.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period while this Agreement is binding in terms of section thirty-four (2) of the Industrial Conciliation Act, 1956, the Funds shall be administered by a Committee constituted as provided for in sub-section (1) until the Agreement expires, whereafter the Funds shall be liquidated.

(3) Any vacancy occurring on the Committee referred to in sub-sections (1) and (2) shall be filled by the party who nominated the member whose place is to be filled. If for any reason a party fails to nominate the members of the Committee the Industrial Registrar may select them from employers and employees in the Industry so as to ensure an equality of employer and employee representatives on the Committee. The Committee shall exercise the powers of the Council and the Executive and Standing Committees, provided, however, that all moneys and securities of the Funds shall be dealt with and expended only for the purposes of the Funds and in accordance with the provisions of this Agreement and of the annexures thereto. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a Trustee or Trustees to carry out the duties of the Committee and such Trustee or Trustees shall possess all the powers of the Committee for such purpose.

## 20. LIQUIDATION OF FUNDS.

(1) Upon liquidation of the Fund in terms of section 19 the Liquidator shall realise the assets of the Funds and any balance remaining, after payment of the costs of liquidation, shall, if the Industrial Registrar so directs, be transferred to some other fund or funds established for the benefit of employees in the Printing and Newspaper Industry of the same classes as the beneficiaries of the Funds, or, in the absence of any such direction shall be disposed of in accordance with the provisions of section 18 of this Agreement. Should the affairs of the Council at that stage already have been wound up and its assets distributed, the amount accruing to the General Fund shall be disposed of as directed by section thirty-four (4) of the Industrial Conciliation Act, 1956.

(2) The Funds shall be liquidated by the Committee or the trustee or trustees referred to in section 19, as the case may be.

The employers' Organisations and the Trade Union, having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signatures thereto.

Dated at Cape Town this 29th day of August, 1963.

G. M. C. CRONWRIGHT,  
Employers' Representative  
Chairman of the Council.

N. V. BOLTMAN,  
Employees' Representative  
Vice-Chairman of the Council.

E. P. KEMP,  
Secretary of the Council.

## AANHANGSEL A.

## DIE GESAMENTLIKE WERKLOOSHEIDSFONDS VAN DIE NASIONALE NYWERHEIDSRaad VIR DIE DRUK- EN NUUSBLADNYWERHEID VAN SUID-AFRIKA.

## 1. NAAM.

Die naam van die Fonds is "Die Gesamentlike Werkloosheidsfonds" van die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika.

## 2. DOELSTELLING.

Die doel van die Fonds is die verskaffing van bystand aan lede van die S.A. Typographical Union wat normaalweg in die Druk- en Nuusbladnywerheid in Suid-Afrika in diens is, gedurende tye van werkloosheid en siekte, asook die betaling van reiskoste om 'n werklose lid van die S.A. Typographical Union in staat te stel om werk in 'n ander sentrum te aanvaar.

## 3. BYSTAND NIE VERSKULDIG WANNEER BYSTAND DEUR STAAT BETAALBAAR IS NIE.

Die Fonds is bedoel om bystand te verleen wanneer bystand nie deur die Staat kragtens die Werkloosheidsversekeringswet, 1946, betaalbaar is nie en, met uitsondering van reiskoste, is geen bystand hoegenaamd deur die Fonds betaalbaar vir enige tydperk waarin bystand betaalbaar is aan 'n applikant kragtens die Werkloosheidsversekeringswet, 1946; met dien verstande egter dat indien die tydperk van werkloosheid of siekte oor 'n tydperk strek wat tot gevolg het dat bystand betaalbaar word kragtens die Werkloosheidsversekeringswet, 1946, vir 'n tydperk ten opsigte waarvan bystand reeds deur die Fonds betaal is, die bystand wat deur die Fonds vir daardie tydperk betaal is, nie verhaalbaar is nie.

## 4. KWALIFIKASIES VIR BETALING VAN BYSTAND.

'n Applikant om bystand moet aantoon—

- (1) dat hy 'n gewone lid van die S.A. Typographical Union is soos in die konstitusie van daardie liggaam omskryf, en nie agterstallig is met sy ledegeld aan daardie vakvereniging en nie deur die S.A. Typographical Union van bystand geskors is nie;
- (2) dat die bydraes deur hom of ten opsigte van hom aan die Gesamentlike Werkloosheidsfonds betaalbaar, nie agterstallig is nie;
- (3) dat bydraes aan die Gesamentlike Werkloosheidsfonds deur of ten opsigte van hom betaal is vir 'n ononderbroke of onderbroke tydperk van minstens 13 weke in die geval van werkloosheidsbystand, of in die geval van siektebystand, dat hy minstens helfte van sy proeftyd vir bystand voltooi het, soos bepaal deur die S.A. Typographical Union in die geval van Graad I- en Graad II-lede en drie-kwart van sodanige proeftydperk in die geval van Graad III-lede;
- (4) dat toe hy werkloos was, hy die werkloosheidsregister daagliks geteken het soos gelas deur die verantwoordelike beampte van die S.A. Typographical Union of in gebiede waar die werkloosheidsregister nie beskikbaar is nie, 'n werkloosheidsertifikaat voorgelê het wat vir die Staande Komitee van die Raad aanneemlik is;
- (5) dat hy beskikbaar vir werk is maar nie in staat om werk te verkry wat die S.A. Typographical Union geskik ag nie of deur siekte verhinder word om werk te aanvaar of daarmee voort te gaan. Vir die toepassing van hierdie reëls sluit "siekte", benewens sy gewone betekenis, besering in wat opgedoen is in 'n ongeluk en afwesigheid van diens as gevolg van kwarantyn opgelê deur die verantwoordelike owerhede weens die siekte van 'n lid van die applikant se gesin;
- (6) dat sy werkloosheid nie toe te skryf is nie aan enige stopsetting van werk of ander oorsaak wat in stryd is met die beslissings of die konstitusie van die Raad;
- (7) dat hy nie sy reg op bystand kragtens hierdie reëls uitgeput het nie; en
- (8) dat die bystand geëis is teen die einde van die week wat volg op dié waarvoor dit verskuldig is.

## 5. BYDRAEBOEKIE MOET VOORGELÊ WORD WANNEER BYSTAND GEËIS WORD.

'n Applikant om werkloosheidsbystand moet aan die verantwoordelike beampte van die S.A. Typographical Union sy bydraeboekie voorlê en, waar dit van toepassing is, die dienssertifikaat wat aan hom deur sy werkgever uitgereik is toe sy diens beëindig is. Desgelyks moet 'n applikant om siektebystand of sy bydraeboekie persoonlik voorlê asook 'n aanvaarbare doktersertifikaat dat hy nie in staat is om, weens siekte, sy werk te doen nie, of reël dat dit namens hom deur iemand anders gedoen word indien hy nie in staat is om persoonlik sy opwagting te maak nie.

## ANNEXURE A.

## THE JOINT UNEMPLOYMENT FUND OF THE NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA.

## 1. NAME.

The name of the Fund is "The Joint Unemployment Fund" of the National Industrial Council of the Printing and Newspaper Industry of South Africa.

## 2. OBJECTS.

The purpose of the Fund is the provision of benefits to members of the S.A. Typographical Union normally employed in the Printing and Newspaper Industry of South Africa during periods of unemployment and sickness as well as the payment of travelling expenses to enable an unemployed member of the S.A. Typographical Union to take up employment in some other centre.

## 3. BENEFITS NOT DUE WHEN BENEFITS PAYABLE BY STATE.

The Fund is intended to provide benefits when these are not payable by the State in terms of the Unemployment Insurance Act, 1946, and, with the exception of travelling expenses, no benefits whatsoever are payable by the Fund for any period during which benefits are payable to an applicant in terms of the Unemployment Insurance Act, 1946; provided, however, that where the period of unemployment or sickness extends over a period, which results in benefits being payable in terms of the Unemployment Insurance Act, 1946, for a period in respect of which benefits have already been paid by the Fund, the benefits paid by the Fund for that period shall not be recoverable.

## 4. QUALIFICATIONS FOR PAYMENT OF BENEFITS.

An applicant for benefits must show—

- (1) that he is an ordinary member of the S.A. Typographical Union as defined in the Constitution of that body and is not in arrear with his subscriptions to that Trade Union and has not been suspended from benefits by the S.A. Typographical Union;
- (2) that the contributions payable by or in respect of him to the Joint Unemployment Fund are not in arrear;
- (3) that contributions have been paid to the Joint Unemployment Fund by or in respect of him for a continuous or broken period of not less than thirteen weeks in the case of unemployment benefits or in the case of sickness benefits that he has completed not less than half of his probation for the benefits as determined by the S.A. Typographical Union in the case of Grade I and Grade II members and three-quarters of such period of probation in the case of Grade III members;
- (4) that, when unemployed, he has signed the unemployment register daily as directed by the responsible official of the S.A. Typographical Union or in areas where the unemployment register is not available, has submitted a certificate of unemployment acceptable to the Standing Committee of the Council;
- (5) that he is available for work but unable to obtain employment which the S.A. Typographical Union considers suitable or is prevented from taking up or continuing employment because of sickness. For the purposes of these rules "sickness" in addition to its ordinary meaning, includes injury sustained in an accident and absence from employment as a result of quarantine imposed by the responsible authorities because of the illness of a member of the applicant's family;
- (6) that his unemployment is not due to any stoppage of work or other cause contrary to the decisions or the Constitution of the Council;
- (7) that he has not exhausted his right to benefits under these rules; and
- (8) that the benefits have been claimed by the end of the week following that for which they are due.

## 5. CONTRIBUTION BOOK TO BE PRODUCED WHEN BENEFITS CLAIMED.

An applicant for unemployment benefits shall produce to the responsible official of the S.A. Typographical Union his contribution book and, where applicable, the certificate of employment issued to him by his employer when his employment was terminated. Similarly, an applicant for sickness benefits shall either produce his contribution book, and an acceptable medical certificate that he is unable to attend work because of his sickness, personally or arrange for this to be done by some other person on his behalf where he is unable to attend personally.

6. SPESIALE BEPALING BETREFFENDE BETALING VAN SIEKTEBYSTAND AAN PERSONE WAT ONAKTIEWE LEDE VAN DIE S.A. TYPOGRAPHICAL UNION WAS.

Siektebystand is nie betaalbaar aan iemand wat 'n onaktiewe lid van die S.A. Typographical Union was en terug geplaas is na gewone lidmaatskap van daardie vakvereniging totdat minstens 'n tydperk van 6 maande vanaf die datum ná sodanige oorplasing verloop het nie, waarna die eerste van minstens 4 opeenvolgende weke se bydraes aan dié Fonds deur hom of ten opsigte van hom betaal is; met dien verstande egter dat hierdie bepaling nie van toepassing is nie in die geval van iemand wat 20 jaar of meer gewone lidmaatskap van die vakvereniging op die datum van sy oorplasing na onaktiewe lidmaatskap gehad het.

7. SPESIALE BEPALING BETREFFENDE PERSONE WAT VAN GRAAD II-NA GRAAD I-LIDMAATSKAP VAN DIE S.A. TYPOGRAPHICAL UNION OORGEPLAAS IS.

'n Lid wat van Graad II- na Graad I-lidmaatskap van die S.A. Typographical Union oorgeplaas is, is slegs geregtig op die bystand betaalbaar aan Graad II-lede van daardie vakvereniging ingevolge hiervan vir 'n tydperk van 1 jaar vanaf die datum van sy oorplasing na Graad I-lidmaatskap, of vir 'n verdere tydperk wat die Beheerraad van die S.A. Typographical Union na goeddunke mag bepaal.

8. DISKWALIFIKASIE VAN BYSTAND OMREDE WANGEDRAG.

Iemand wat sy diens weens sy wangedrag verloor het of sy diens sonder redelike oorsaak vrywillig verlaat het, is nie geregtig op werkloosheidsbystand vir 'n tydperk van minstens 3 weke vanaf die datum toe hy sy werk verloor of dit verlaat het nie, of vir enige verdere tydperk wat die betrokke Gesamentlike Raad of die Staande Komitee van die Raad mag vasstel.

9. BEHEERAAID VAN DIE S.A. TYPOGRAPHICAL UNION MAG ADDISIONELE VOORWAARDES ONDER SEKERE OMSTANDIGHED E VOORSKRIF.

Indien 'n lid volle werkloosheidsbystand vir 2 opeenvolgende halfjare getrek het, mag die Beheerraad van die S.A. Typographical Union enige addisionele voorwaardes voorskryf wat hy raadsaam ag en geen bystand moet aan daardie persoon betaal word totdat dié voorwaardes nagekom is nie.

10. BYSTAND BETAALBAAR.

Behoudens die bepalings van paragraaf 3, moet aan iemand wat die bepalings hiervan nagekom het, bystand betaal word teen die tariewe, hieronder voorgeskryf, gedurende tye van werkloosheid of siekte, met dien verstande egter dat onder normale omstandighede, die totale tydperk waarvoor bystand uit sowel die Staatsfonds kragtens die Werkloosheidsversekeringswet, 1946, en die Gesamentlike Werkloosheidsfonds ontvang mag word, nie 13 weke altesaam gedurende enige tydperk van 6 maande vanaf die datum waarop bystand eerste in 'n kalenderjaar betaal is, mag oorskry nie; en voorts met dien verstande dat die werkloosheidsbystand wat betaalbaar is, nie 1 week se bystand vir elke 2 weeklikse bydraes mag oorskry nie.

Graad I-lede van die S.A. Typographical Union: R12 per week; en

Graad II- en III-lede van die S.A. Typographical Union: R6 per week.

11. SPESIALE BEPALING WAAR BYSTAND VIR 13 WEKE BETAAL IS.

Iemand wat minstens 13 weke se bystand oor 'n aanenlopende tydperk uit die Staatsfonds kragtens die Werkloosheidsversekeringswet en/of Gesamentlike Werkloosheidsfonds betaal is, is nie geregtig op enige verdere bystand uit die Gesamentlike Werkloosheidsfonds totdat 'n tydperk van minstens 13 weke verloop het vanaf die datum waarop sodanige bystand laas getrek is nie. By die berekening van hierdie tydperk van 13 weke, moet enige tydperk waarvoor addisionele siektebystand deur die Staande Komitee kragtens paragraaf 16 gemagtig is, nie in berekening gebring word nie.

12. SPESIALE BEPALING WAAR TOELAE DEUR WERKGEWER BETAAL IS.

As 'n applikant 'n toelae deur sy werkgewer betaal word, mag die bedrag wat aan hom betaalbaar is, nie dié bedrag oorskry wat die totale bedrag deur hom van sy werkgewer en van die Gesamentlike Werkloosheidsfonds vir die besondere week ontvang, tot die bedrag van sy verdienste vir 'n gewone week se werk sal bring nie; met dien verstande egter dat die maksimum weeklikse bystand wat ingevolge paragraaf 10 betaalbaar is, in geen geval oorskry mag word nie.

13. GEEN VERMINDERING VAN BYSTAND AS GEVOLG VAN ONGEVALLEWET NIE.

Geen vermindering van die siektebystand wat betaalbaar is, mag gemaak word omdat 'n bedrag deur 'n applikant kragtens die Ongevallewet ontvang is nie.

6. SPECIAL PROVISION REGARDING PAYMENT OF SICKNESS BENEFITS TO PERSONS WHO HAVE BEEN INACTIVE MEMBERS OF THE S.A. TYPOGRAPHICAL UNION.

Sickness benefits shall not be payable to a person, who having been an inactive member of the S.A. Typographical Union is transferred back to ordinary membership of that Trade Union, until not less than a period of six months has elapsed from the date, subsequent to such transfer, upon which the first of not less than four consecutive weeks' contributions to the Fund have been paid by or in respect of him; provided, however, that this provision shall not apply in the case of a person who had had twenty years or more ordinary membership of the Trade Union at the date of his transfer to inactive membership.

7. SPECIAL PROVISION REGARDING PERSONS WHO HAVE BEEN TRANSFERRED, FROM GRADE II TO GRADE I MEMBERSHIP OF THE S.A. TYPOGRAPHICAL UNION.

A member who is transferred from Grade II to Grade I membership of the S.A. Typographical Union, shall be entitled only to the benefits payable to Grade II members of that Trade Union in terms hereof for a period of one year from the date of his transfer to Grade I membership, or for such further period as the Governing Board of the S.A. Typographical Union, in its discretion, may determine.

8. DISQUALIFICATION FROM BENEFITS FOR MISCONDUCT.

A person who has lost his employment because of his misconduct or has voluntarily left his employment without just cause, shall not be entitled to unemployment benefits for a period of at least three weeks from the date when he lost or left his employment, or for such further period as may be determined by the Joint Board concerned or the Standing Committee of the Council.

9. GOVERNING BOARD OF THE S.A. TYPOGRAPHICAL UNION MAY PRESCRIBE ADDITIONAL CONDITIONS UNDER CERTAIN CIRCUMSTANCES.

Where a member has drawn full unemployment benefits for two successive half years, the Governing Board of the S.A. Typographical Union may prescribe such additional conditions as it may deem advisable and no benefits shall be paid to that person until those conditions have been fulfilled.

10. BENEFITS PAYABLE.

Subject to the provisions of paragraph 3, a person, who has complied with the provisions hereof shall be paid benefits at the rates prescribed hereunder during periods of unemployment or sickness, provided, however, that under normal circumstances, the total period over which benefits from both the State Fund in terms of the Unemployment Insurance Act, 1946, and the Joint Unemployment Fund may be received shall not exceed thirteen weeks in all during any period of six months from the date on which benefits were first paid in any calendar year; and provided further that the unemployment benefits payable shall not exceed one week's benefits for each two weekly contributions.

Grade I members of the S.A. Typographical Union—R12 per week; and

Grade II and III members of the S.A. Typographical Union—R6 per week.

11. SPECIAL PROVISION WHERE BENEFITS HAVE BEEN PAID FOR THIRTEEN WEEKS.

A person who has been paid not less than thirteen weeks' benefits over a continuous period from the State Fund in terms of the Unemployment Insurance Act and/or the Joint Unemployment Fund shall not be entitled to any further benefits from the Joint Unemployment Fund until a period of not less than thirteen weeks has elapsed from the date on which such benefits were last drawn. In calculating this period of thirteen weeks, account shall not be taken of any period over which additional sick benefits were authorised by the Standing Committee in terms of paragraph 16.

12. SPECIAL PROVISION WHERE ALLOWANCE PAID BY EMPLOYER.

If an applicant is paid an allowance by his employer, the amount payable to him shall not exceed such amount as will bring the total amount received by him from his employer and from the Joint Unemployment Fund for the particular week up to the amount of his earnings for a normal week's work, provided, however, that the maximum weekly benefits payable in terms of paragraph 10 shall in no case be exceeded.

13. NO REDUCTION IN BENEFITS BECAUSE OF WORKMEN'S COMPENSATION ACT.

No reduction of the sickness benefits payable shall be made because of any amount received by an applicant in terms of the Workmen's Compensation Act.

## 14. BETALING VAN BYSTAND OP 'N DAAGLIKSE GRONDSLAG.

Waar die applikant nie in staat was om te werk weens werkloosheid of siekte vir minstens 2 opeenvolgende werkdade nie, is bystand aan hom betaalbaar op 'n daaglikse grondslag bereken teen een-sesde van die weeklikse bystand as hy in diens is of was in 'n inrigting wat 6 dae per week werk en teen een-vyfde van die weeklikse bystand as hy in diens is of was in 'n inrigting wat 5 dae per week werk. Ingeval die tydperk van afwesigheid minder as 2 opeenvolgende dae duur, is geen bystand betaalbaar nie.

## 15. BETALING VAN REISKOSTE.

Die Staande Komitee van die Raad kan na goeddunke die betaling van reiskoste magtig om 'n werklose persoon in staat te stel om werk in 'n ander sentrum te aanvaar.

## 16. BYKOMENDE SIEKTEBYSTAND.

Die Staande Komitee van die Raad mag na goeddunke en ondanks die bepalings van paragraaf 10, die betaling magtig van siektebystand oor 'n tydperk van hoogstens 7 weke in 'n kalenderhalfjaar bo en behalwe die tydperk van 13 weke in paragraaf 10 genoem. Wanneer hy met so 'n aansoek handel, moet die Staande Komitee oorweging skenk aan—

- (i) bystand betaal of betaalbaar aan die applikant deur die Staat;
- (ii) die kwaal waaraan hy ly;
- (iii) sy geldelike toestand; en
- (iv) sy tydperk van lidmaatskap van die S.A. Typographical Union.

## 17. BYSTAND WAT BETAAL IS, MOET IN BYDRAEBOEKIE INGESKRYF EN KWITANSIE MOET VERKRY WORD.

Wanneer bystand ingevolge hiervan betaal word, moet die verantwoordelike beampte van die S.A. Typographical Union verseker dat die betaling wat gedoen is, in die lid se bydraeboekie ingeskryf en dat 'n kwitansie vir die betaalde bedrag van die lid verkry is.

## 18. ADMINISTRASIE.

(1) Die S.A. Typographical Union moet alle nodige registers en rekenings byhou en moet op alle redelike tye toegang daartoe aan die ouditeurs of ander verteenwoordigers van die Raad verleen.

(2) Wanneer hy eise om 'n terugbetaling van betaalde bystand indien, moet die S.A. Typographical Union alle besonderhede verskaf wat van tyd tot tyd deur die Staande Komitee van die Raad benodig word.

(3) Behoudens die bepalings van die Ooreenkomste vir die Nywerheid gepromulgeer kragtens die Wet en enige reëls wat daarkragtens gemaak is, moet die uitvoerige administrasie van die Fonds deur en na goeddunke van die S.A. Typographical Union uitgevoer word.

## 19. BEVOEGDHEDE VAN UITVOERENDE KOMITEE IN SPESIALE GEVALLE.

Ondanks andersluidende bepalings hierin, mag die Uitvoerende Komitee van die Raad na goeddunke bykomende of verdere bystand in besondere gevalle toestaan.

## AANHANGSEL B.

## DIE N.N.R. SE BYSTANDSFONDS VAN DIE NASIONALE NYWERHEIDSRaad VIR DIE DRUK- EN NUUSBLADNYWERHEID VAN SUID-AFRIKA.

## 1. NAAM.

Die naam van die Fonds is die "N.N.R. se Bystandsfonds" van die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika.

## 2. DOELSTELLING.

Die doel van die Fonds is die verlening van bystand aan behoeftige bejaarde of ongeskikte persone, hetsy werknemers of oud-werkgewers, wat in die Druk- en Nuusbladnywerheid in diens was en wat nie in aanmerking kom vir die aftreetoelae van die Raad se Pensioenfonds nie.

## 3. BYSTAND.

Na goeddunke van die Staande Komitee van die Raad mag 'n weeklikse toelae van hoogstens R6.50 in die geval van Graad I-lede van die S.A. Typographical Union en R5.50 in die geval van Graad II-lede van die S.A. Typographical Union gemagtig word. Hierdie toelaes is *ex gratia* betaalbaar en kan deur die Staande Komitee te eniger tyd na goeddunke opgeskort of ingetrek word. Die Staande Komitee mag ook na goeddunke die betaalbare bedrag verminder.

## 4. TOESTEMMING MOET VERKRY WORD VOORDAT BEGUNSTIGDE IN NYWERHEID WERK.

Begunstigdes mag nie werk in die Nywerheid aanvaar nie behalwe onder voorwaardes wat eers deur die Staande Komitee goedgekeur word. Indien 'n begunstigde versuim om aan hierdie bepaling te voldoen, moet betaling van die toelae aan hom onmiddellik gestaak word.

## 14. PAYMENT OF BENEFITS ON A DAILY BASIS.

Where the applicant has been unable to work because of unemployment or sickness for not less than two consecutive working days, benefits are payable to him on a daily basis calculated at one-sixth of the weekly benefits if he is, or was, employed in a six-day week establishment and at one-fifth of the weekly benefits if he is, or was, employed in a five-day week establishment. Where the period of absence is less than two consecutive working days no benefits are payable.

## 15. PAYMENT OF TRAVELLING EXPENSES.

The Standing Committee of the Council, in its discretion, may authorise the payment of travelling expenses to enable an unemployed person to take up employment in some other centre.

## 16. ADDITIONAL SICK BENEFITS.

The Standing Committee of the Council may at its discretion and notwithstanding the provisions of paragraph 10 authorise the payment of sick benefits over a period not exceeding seven weeks in any calendar half year over and above the period of thirteen weeks mentioned in paragraph 10. When dealing with any such application, the Standing Committee shall give consideration to—

- (i) the benefits paid or payable to the applicant by the State;
- (ii) the complaint from which he is suffering;
- (iii) his financial position; and
- (iv) his period of membership of the S.A. Typographical Union.

## 17. BENEFITS PAID TO BE ENTERED IN CONTRIBUTION BOOK AND RECEIPT TO BE OBTAINED.

When benefits are paid in terms hereof, the responsible official of the S.A. Typographical Union shall ensure that the payment made is entered in the member's contribution book and that a receipt for the amount paid is obtained from the member.

## 18. ADMINISTRATION.

(1) The S.A. Typographical Union shall keep all necessary records and accounts and shall at all reasonable times permit access thereto by the auditors or other representatives of the Council.

(2) When submitting claims for a refund of benefits paid, the S.A. Typographical Union shall furnish such details as may be required by the Standing Committee of the Council from time to time.

(3) Subject to the provisions of the Agreements for the Industry promulgated in terms of the Act and of any rules made in terms thereof, the detailed administration of the Fund shall be conducted by, and at the discretion of, the S.A. Typographical Union.

## 19. POWERS OF EXECUTIVE COMMITTEE IN SPECIAL CASES.

Notwithstanding anything to the contrary herein contained, the Executive Committee of the Council may, in its discretion, grant additional or further benefits in particular cases.

## ANNEXURE B.

## THE N.I.C. BENEVOLENT FUND OF THE NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA.

## 1. NAME.

The name of the Fund is "The N.I.C. Benevolent Fund" of the National Industrial Council of the Printing and Newspaper Industry of South Africa.

## 2. OBJECTS.

The purpose of the Fund is the provision of benefits to assist needy aged or incapacitated persons, whether employees or ex-employees, who have been engaged in the Printing and Newspaper Industry and who are not eligible for the retirement allowance of the Council's Pension Fund.

## 3. BENEFITS.

At the discretion of the Standing Committee of the Council a weekly allowance of not more than R6.50 in the case of Grade I members of the S.A. Typographical Union and R5.50 in the case of Grade II members of the S.A. Typographical Union may be authorised. These allowances are payable *ex gratia* and may be suspended or cancelled by the Standing Committee, at its discretion, at any time. The Standing Committee may also, at its discretion, reduce the amount payable.

## 4. PERMISSION TO BE OBTAINED BEFORE BENEFICIARY WORKS IN INDUSTRY.

Beneficiaries may not accept employment in the Industry except under conditions first approved of by the Standing Committee. Should any beneficiary fail to comply with this provision, payment of the allowance to him shall cease forthwith.

## 5. AANSOEKE OM BYSTAND.

Alle aansoeke om bystand moet deur die plaaslike tak van die S.A. Typographical Union namens sy lid, of deur die plaaslike werkgewersorganisasie, na gelang van die geval, aan die plaaslike Gesamentlike Raad van die Raad gerig word. Die aansoek moet volle besonderhede van die grond bevat wat, soos gemeen word, die toestaan van bystand regverdig en moet besonderhede insluit betreffende die ouderdom, bedryf of beroep, duur van diens in die Nywerheid, tydperk van lidmaatskap van die S.A. Typographical Union, en die bedrag aan bystand getrek van die Gesamentlike Werkloosheidsfonds deur die applikant, asook alle ander toepaslike omstandighede. In gevalle waar geen Gesamentlike Raad regsbevoegdheid het nie, moet aansoeke regstreeks aan die Staande Komitee gerig word.

## 6. GESAMENTLIKE RAAD MOET AANBEVELING DOEN.

Wanneer die besondere aansoek oorweeg word, moet die Gesamentlike Raad oorweging skenk aan al die omstandighede van die aansoek en voordat hy 'n gunstige aanbeveling doen, moet hy homself oortuig dat die applikant geen verdere geskikte werk in die Nywerheid kan bekom nie. Die Gesamentlike Raad moet die aansoek aan die Staande Komitee voorlê en daardie liggaam van sy aanbeveling verwittig.

## 7. BETALING VAN TOELAES.

Betaling van die toelae genoem in paragraaf 3 moet deur tussenkoms van die verskillende takkantore van die S.A. Typographical Union gedoen word ooreenkomstig die prosedure wat die betaling van die ander soorte bystand wat deur die Raad betaal word, beheer.

## 8. UITVOERENDE KOMITEE MAG BESLISSINGS VAN STAANDE KOMITEE BEKRAGTIG OF WYSIG.

Elke beslissing deur die Staande Komitee moet aan die Uitvoerende Komitee by sy volgende vergadering gerapporteer word. Die Uitvoerende Komitee mag enige beslissing van die Staande Komitee bekragtig of wysig.

## AANHANGSEL C.

## GESONDHEIDSFONDS VAN DIE NASIONALE NYWERHEIDSRaad VIR DIE DRUK- EN NUUSBLADNYWERHEID VAN SUID-AFRIKA.

## 1. BETALING VAN TOELAES.

Indien die Staande Komitee van die Raad dit goedvind, mag 'n toelae betaal word om te verseker dat 'n werknemer wat aan tering ly, of 'n ander siekte wat deur die Uitvoerende Komitee van die Raad gespesifiseer mag word, nadat hy ophou met werk, hetsy tydelik of permanent, altesaam hoogstens 80 persent van die betaalbare minimum loon ontvang op die datum van sy of haar aftrede, kragtens die Ooreenkoms vir die Nywerheid vir die beroep waarin sodanige werknemer normaalweg in diens is. In alle gevalle word die betaalbare bedrag vasgestel na die absolute goedvinde van die Staande Komitee, maar as die betrokke werknemer geen afhanklikes het nie, moet die bedrag minder wees as dié wat betaal word aan werknemers met afhanklikes. Sulke toelaes mag slegs betaal word aan werknemers wat lede van die S.A. Typographical Union is.

## 2. INDIENING VAN AANSOEKE.

Alle aansoeke om die betaling van sulke toelaes moet ingedien word op die vorm voorgeskryf deur die Staande Komitee, behoorlik gestaaf deur voldoende mediese getuienis dat die applikant aan tering ly, of 'n ander siekte wat deur die Uitvoerende Komitee van die Raad gespesifiseer mag word deur tussenkoms van die tak van die S.A. Typographical Union, waarvan die applikant 'n lid is, aan die Gesamentlike Raad wat regsbevoegdheid het oor die betrokke gebied of aan die Sekretaris van die Raad waar geen sodanige Gesamentlike Raad is nie. Aansoeke wat deur die Gesamentlike Raad ontvang word, moet aan die Sekretaris van die Raad gestuur word, tesame met die aanbeveling van die Raad vir oorweging deur die Staande Komitee.

## 3. BEGUNSTIGDE MOET BEHANDELING ONDERGAAN.

Dit is 'n absolute voorwaarde vir die betaling van die toelae dat die applikant ophou werk en homself aan die mediese behandeling onderwerp, met inbegrip van hospitalisasie en chirurgiese behandeling as dit nodig is, wat aanbeveel word deur die mediese praktisyn onder wie se behandeling hy is. Indien iemand aan wie 'n toelae betaal word, versuim om te voldoen aan die instruksies van die mediese praktisyn, moet die betaling van die toelae onmiddellik gestaak word.

## 4. AANSOEK MOET OM STAATSTOELAE GEDOEN WORD.

Terselfdertyd as wat die vorm vir aansoek om hierdie toelae ingevul word, moet elke applikant aansoek om 'n Staatstoekenning doen kragtens die Wet op Ongeskiktheidstoelaes, 1946. Die applikant moet ook alle verdere inligting voorlê wat die verantwoordelike owerhede in dié verband verlang. Bewys dat so 'n aansoek gedoen is, moet ingedien word, saam met die aansoek om die toelae, aan die Gesamentlike Raad of Staande Komitee, na gelang van die geval. Die applikant moet die Raad onmiddellik in kennis stel wanneer hy verwittig word van die uitslag van sy aansoek om die Staatstoekenning.

## 5. APPLICATIONS FOR BENEFITS.

All applications for benefits shall be made by the local branch of the S.A. Typographical Union on behalf of its member, or by the local Employers' Organisation as the case may be, to the local Joint Board of the Council. The application shall contain full particulars of the grounds which, it is felt, justify the granting of benefits and include particulars concerning the age, trade or occupation, length of service in the Industry, period of membership of the S.A. Typographical Union, and the amount of benefits drawn from the Joint Unemployment Fund by the applicant as well as all other relevant circumstances. In cases where no Joint Board has jurisdiction, applications shall be submitted direct to the Standing Committee.

## 6. JOINT BOARD TO MAKE RECOMMENDATION.

When considering the particular application, the Joint Board must give consideration to all the circumstances of the application and before recommending favourably, satisfy itself that the applicant cannot obtain further suitable employment in the Industry. The Joint Board shall submit the application to the Standing Committee and advise that body of its recommendation.

## 7. PAYMENT OF ALLOWANCES.

Payment of the allowance mentioned in paragraph 3 shall be made through the various branch offices of the S.A. Typographical Union in accordance with the procedure which governs the payment of the various other benefits paid by the Council.

## 8. EXECUTIVE COMMITTEE MAY CONFIRM OR VARY DECISIONS OF STANDING COMMITTEE.

Every decision by the Standing Committee shall be reported to the Executive Committee at its next meeting. The Executive Committee may confirm or vary any decision of the Standing Committee.

## ANNEXURE C.

## HEALTH MAINTENANCE FUND OF THE NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA.

## 1. PAYMENT OF ALLOWANCES.

At the discretion of the Standing Committee of the Council an allowance may be paid to ensure that any employee, suffering from tuberculosis or such other diseases as may be specified by the Executive Committee of the Council, on ceasing work, either temporarily or permanently, receives in all not more than 80 per cent of the minimum wage payable, at the date of his or her retirement, in terms of the Agreement for the Industry for the occupation in which such employee is normally engaged. In all cases the amount payable shall be at the absolute discretion of the Standing Committee, but if the employee in question has no dependants, the amount of such allowance shall be less than that paid to employees with dependants. Such allowances may only be paid to employees who are members of the South African Typographical Union.

## 2. SUBMISSION OF APPLICATIONS.

All applications for the payment of such allowance shall be submitted on the form prescribed by the Standing Committee, duly supported by adequate medical evidence that the applicant is suffering from tuberculosis or such other diseases as may be specified by the Executive Committee of the Council, through the branch of the South African Typographical Union, of which the applicant is a member, to the Joint Board having jurisdiction over the area concerned or to the Secretary of the Council where no such Joint Boards exists. Applications received by Joint Boards shall be transmitted to the Secretary of the Council, together with the recommendation of the Board, for consideration by the Standing Committee.

## 3. BENEFICIARY TO UNDERGO TREATMENT.

It shall be an absolute condition for the payment of the allowance that the applicant ceases work and submits himself to such medical treatment, including hospitalisation and surgical treatment if necessary, as is recommended by the medical practitioner under whose treatment he is. Should any person to whom an allowance is being paid, fail to comply with the directions of such medical practitioner, the payment of the allowance shall cease forthwith.

## 4. APPLICATION TO BE MADE FOR STATE ALLOWANCE.

Simultaneously with the completion of the form of application for this allowance, each applicant shall apply for a State grant in terms of the Disability Grants Act, 1946. The applicant shall also submit such further information as may be required by the responsible authorities in this connection. Proof that such an application has been made shall be submitted with the application for the allowance to the Joint Board or Standing Committee as the case may be. The applicant shall advise the Council immediately he receives notification of the result of his application for the State grant.

## 5. VASSTELLING VAN TOELAE IN BESONDERE GEVAL.

By die vasstelling van die toelae wat in enige besondere geval betaal moet word, moet die Staande Komitee enige bedrag in ag neem wat aan die applikant deur die Staat kragtens die Wet op Ongeskiktheidstoelae, 1946, of enige ander Wet, betaalbaar is.

## 6. FONDS NIE AANSPEERLIK VIR MEDIESE KOSTE NIE.

Die koste van enige nodige mediese ondersoek en alle ander mediese koste moet deur die applikant gedra word.

## 7. KWARTAALIKSE SERTIFIKATE MOET VOORGELÊ WORD.

Aan die einde van elke kwartaal moet elke begunstigde aan die plaaslike streeksekretaris-organiseerder van die S.A. Typographical Union 'n sertifikaat voorlê van 'n mediese praktisyn onder wie se behandeling hy is, wat verklaar dat hy voldoen aan die instruksies van daardie mediese praktisyn en dat hy saamwerk vir sover dit sy behandeling aangaan en verder dat hy steeds ongeskik vir werk is. Indien enigiemand aan wie 'n toelae betaal word, versuim om die nodige sertifikaat in te dien, moet die betaling van die toelae onmiddellik gestaak word.

## 8. TOELAE BETAALBAAR NA GOEDDUNKE VAN STAANDE KOMITEE.

Die toelae moet aan enige besondere persoon betaal word vir die tydperk en behoudens die verdere voorwaardes wat die Staande Komitee mag bepaal, met dien verstande dat die Staande Komitee na goeddunke te eniger tyd mag besluit dat so 'n toelae nie langer betaal moet word nie.

## 9. TOELAE MOET DEUR TUSSENKOMS VAN DIE S.A. TYPOGRAPHICAL UNION BETAAL WORD.

Betaling van die toelae moet gedoen word deur tussenkoms van die verskillende takkantore van die S.A. Typographical Union ooreenkomstig die prosedure wat die betaling van die ander soorte bystand beheer wat deur die Raad betaal word.

## AANHANGSEL D.

## DIE MEDIESE HULPFONDS VAN DIE NASIONALE NYWERHEIDSRaad VIR DIE DRUK- EN NUUSBLAD-NYWERHEID VAN SUID-AFRIKA.

## 1. NAAM.

Die naam van die Fonds is „Die Mediese Hulpfonds van die Druknwyerheid”, hieronder „die Fonds” genoem.

## 2. DOELSTELLING.

Die doel van die Fonds is om lede van die S.A. Typographical Union te help met die betaling van koste deur hulle aangegaan, hetsy ten opsigte van hulself of hul *bona fide* afhanklikes, in gevalle van siekte of ongelukke, vir mediese, chirurgiese, hospitaal-behandeling en verpleging.

## 3. LIDMAATSKAP.

(a) Lidmaatskap van die Fonds is beperk tot lede van die S.A. Typographical Union ten opsigte van wie bydraes tot die Fonds gedoen word ooreenkomstig die bepalinge van die Hoof-ooreenkoms vir die Nywerheid wat kragtens die Wet op Nywerheids-versoening, 1956, gepromulgeer is.

(b) Iedereen ten opsigte van wie bydraes tot die Fonds gedoen word, moet aansoek om registrasie by die Fonds doen deur ten opsigte van homself en elk van sy afhanklikes, indien en wanneer nodig, die vorms wat vereis word deur die Beheerraad van die S.A. Typographical Union (hieronder die „Beheerraad” genoem) in te vul en ook om alle verdere inligting te verskaf wat daardie Raad te eniger tyd mag verlang. Vir die toepassing van hierdie reëls beteken die uitdrukking „afhanklikes” die vrou van 'n lid of enige kind, met inbegrip van 'n stiefkind of aangenome kind, van 'n lid, met dien verstande dat so 'n kind na die mening van die Beheerraad, na regte as afhanklik van die lid geag kan word.

(c) Die Beheerraad mag vereis dat enige sodanige persoon of afhanklike homself te eniger tyd onderwerp aan 'n mediese ondersoek deur 'n geregistreerde mediese praktisyn wat deur die Beheerraad benoem word. Die Fonds is aanspreeklik vir die koste van so 'n mediese ondersoek.

(d) Wanneer die Beheerraad 'n lid of afhanklike registreer, mag hy enige spesiale voorwaardes of kwalifikasies vereis, hetsy betreffende die betaling van bystand of andersins, wat hy na goeddunke in enige besondere geval nodig mag ag.

(e) Tensy die Beheerraad anders besluit, is geen bystand hoegenaamd betaalbaar ten opsigte van die betrokke persoon indien enige vereiste in paragrawe (b), (c) of (d) hiervan genoem nie tot bevrediging van die Beheerraad nagekom is nie of indien enige valse inligting deur die betrokke lid verskaf is. Desgelyks, tensy die Beheerraad anders besluit, is geen bystand hoegenaamd betaalbaar ten opsigte van 'n lid of sy afhanklikes terwyl so 'n lid geskors is van bystand deur die S.A. Typographical Union.

(f) Elke geregistreerde lid van die Fonds moet voorsien word van 'n lidmaatskapkaart. Ingeval so 'n kaart verlore raak of vernietig word, kan die betrokke lid 'n duplikaat verkry by betaling van R0.10.

## 5. DETERMINATION OF ALLOWANCE IN PARTICULAR CASE.

In determining the amount of the allowance to be paid in any particular case, the Standing Committee shall take into consideration any amount payable to the applicant by the State in terms of the Disability Grants Act, 1946, or any other statute.

## 6. FUND NOT LIABLE FOR MEDICAL EXPENSES.

The cost of any necessary medical examination and all other medical expenses shall be borne by the applicant.

## 7. QUARTERLY CERTIFICATES TO BE PRODUCED.

At the end of each quarter, each beneficiary shall produce to the local Regional Secretary-Organiser of the S.A. Typographical Union a certificate by the medical practitioner under whose treatment he is, stating that he is complying with the directions of that medical practitioner and co-operating in so far as his treatment is concerned and further that he remains unfit for work. Should any person to whom an allowance is being paid fail to produce the required certificate, payment of the allowance shall cease forthwith.

## 8. ALLOWANCE PAYABLE AT DISCRETION OF STANDING COMMITTEE.

The allowance shall be paid to any particular person for such period and subject to such further conditions as the Standing Committee may determine, provided that the Standing Committee, in its discretion, may decide at any time that such allowance shall no longer be paid.

## 9. ALLOWANCE TO BE PAID THROUGH S.A. TYPOGRAPHICAL UNION.

Payment of the allowance shall be made through the various branch offices of the South African Typographical Union in accordance with the procedure which governs the payment of the various other benefits paid by the Council.

## ANNEXURE D.

## THE MEDICAL AID FUND OF THE NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWS-PAPER INDUSTRY OF SOUTH AFRICA.

## 1. NAME.

The name of the Fund shall be “The Printing Industry Medical Aid Society”, hereinafter referred to as “the Fund”.

## 2. OBJECTS.

The objects of the Fund shall be to assist members of the S.A. Typographical Union with the payment of expenses incurred by them, whether in respect of themselves or their *bona fide* dependants, in cases of sickness or accident for medical, surgical, hospital and nursing attention.

## 3. MEMBERSHIP.

(a) Membership of the Fund shall be restricted to members of the S.A. Typographical Union in respect of whom contributions are made to the Fund in accordance with the provisions of the Main Agreement for the Industry, promulgated in terms of the Industrial Conciliation Act, 1956.

(b) Every person in respect of whom contributions to the Fund are being made shall apply for registration with the Fund by completing in respect of himself and each of his dependants as and when necessary, such forms as may be required by the Governing Board of the S.A. Typographical Union (hereinafter referred to as the “Governing Board”) and shall also furnish such further information as may be required by that Board at any time. For the purposes of these rules the expression “dependants” means the wife of a member or any child, including a step-child or adopted child, of a member, provided that such child can, in the opinion of the Governing Board, rightly be said to be dependent upon the member.

(c) The Governing Board may require any such person or dependant to submit himself at any time to medical examination by a registered medical practitioner nominated by the Governing Board. The Fund shall be responsible for the cost of such medical examination.

(d) The Governing Board when registering any member or dependant may impose such special conditions or qualifications, whether relating to the payment of benefits or otherwise, as it may in its discretion consider necessary in any particular case.

(e) Unless otherwise decided by the Governing Board, no benefits whatsoever shall be payable in respect of the person concerned if any requirement mentioned in paragraphs (b), (c) or (d) hereof has not been fulfilled to the satisfaction of the Governing Board or if any false information has been furnished by the member concerned. Similarly unless otherwise decided by the Governing Board, no benefits whatsoever shall be payable in respect of a member or his dependants while such member is under suspension from benefits by the S.A. Typographical Union.

(f) Every registered member of the Fund shall be provided with a membership card. In the event of such card being lost or destroyed the member concerned may obtain a duplicate on payment of an amount of R0.10.

(g) Indien 'n geregistreerde lid uit die S.A. Typographical Union bedank of uitgesit word, of oorgeplaas word na onaktiewe lidmaatskap van dié vakvereniging, hou hy onmiddellik op om lid van die Fonds te wees; met dien verstande egter dat lede van die S.A. Typographical Union, wat met pensioen afgetree het, of wat begunstigdes is van die N.N.R. se Bystandsfonds, na goeddunke van die Beheerraad toegelaat mag word om lede van die Fonds te word of om voort te gaan om lede van die Fonds te wees, op voorwaarde dat 'n ledegeld van R0.35 per week in die geval van Graad I en R0.30 per week in die geval van Graad II aan die Fonds deur sodanige pensioentrekker betaal word; en voorts met dien verstande dat die bystand betaalbaar aan of ten opsigte van enige sodanige pensioentrekker-lid, nie een helfte van die maksimum bystand mag oorskry wat kragtens paragraaf 5 (f) betaalbaar is nie. By staking van lidmaatskap is geen bedrag hoegenaamd uit die Fonds aan of ten opsigte van die betrokke persoon betaalbaar nie.

(h) Onmiddellik nadat hy ophou om lid van die Fonds te wees, moet die betrokke persoon die lidmaatskapkaart wat ten opsigte van hom uitgereik is, terugstuur.

#### 4. LEDEGELDE.

Die ledegeld aan die Fonds is teen die tariewe gespesifiseer in die Hoofooreenkoms.

#### 5. BYSTAND.

(a) Behoudens die bepalinge van paragrafe 3 (d) en (e) is lede wie se ledegeld ten volle betaal is, geregtig op bystand in die mate hieronder uiteengesit ten opsigte van die ondergenoemde uitgawes wat ten opsigte van hulself of hul geregistreerde afhanklikes aangegaan is:—

- (i) 80 persent van die gelde wat wettig betaalbaar is aan enige dokter, chirurg of spesialis, hieronder 'n "mediese praktisyn" genoem, behoorlik geregistreer as sodanig deur die Mediese Raad onder wie se regsbevoegdheid hy ressorteer; met dien verstande egter, dat, behalwe in buitengewone gevalle, 'n spesialis slegs geraadpleeg behoort te word op aanbeveling van 'n algemene praktisyn;
- (ii) 80 persent van die gelde wettig betaalbaar aan enige hospitaal of verpleeginrigting, uitgesonderd 'n sielsiekgestig, met dien verstande dat die lid of geregistreerde afhanklike deur 'n behoorlik geregistreerde mediese praktisyn gelas is om tot sodanige hospitaal of verpleeginrigting toegelaat te word en voorts met dien verstande dat die maksimum betaling uit die Fonds in dié opsig nie R2.10 per dag mag oorskry nie;
- (iii) 80 persent van die gelde wettig betaalbaar aan enige verpleegster of masseur wat behoorlik deur sy regulerende of beherende raad geregistreer is, met dien verstande dat die verpleging of behandeling deur 'n behoorlik geregistreerde mediese praktisyn gelas is; en
- (iv) 50 persent van die koste van mediese benodighede wat deur 'n behoorlik geregistreerde mediese praktisyn voorgeskryf word.

(b) Tariewe van mediese gelde mag van tyd tot tyd gepubliseer word deur die Uitvoerende Komitee van die Raad en die bedrae wat in sulke tariewe uiteengesit word, moet, vir die toepassing van paragraaf (a), die gelde wat wettig betaalbaar is, geag word.

(c) Tensy die Beheerraad anders besluit, is geen lid geregtig om hetsy namens homself of namens sy afhanklikes, enige uitgawes te eis wat gedurende die eerste 6 maande van sy lidmaatskap aangegaan is nie.

(d) Vrouens, wat lede van die Fonds is, moet vir die doeleindes van betaling van bystand, geag word persone sonder afhanklikes te wees, behalwe egter dat die Beheerraad na goeddunke afhanklikes van 'n vroulike lid kragtens paragraaf 3 (b) hiervan mag registreer en dan word daardie vroulike lid as 'n lid met afhanklikes beskou.

(e) Ingeval enige eis wat voortspruit ten opsigte van 'n lid of sy afhanklike wat teen sodanige uitgawe gedek word deur 'n assuransiepolis of kragtens enige wet wat voorsiening maak vir die betaling van Ongevallebystand of vir enige soortgelyke bystand of in geval 'n lid bystand of vergoeding in enige vorm uit derde-partyversekering verkry ten opsigte van 'n saak wat die onderwerp vorm van 'n eis kragtens hierdie reëls, moet die bedrag wat aldus verhaal word, meegedeel word aan die Beheerraad en is slegs die balans van sodanige uitgawe, binne die perke wat deur die Fonds toegelaat word, van die Fonds verhaalbaar.

(f) Die maksimum bystand betaalbaar aan 'n lid gedurende 'n kalenderjaar, wat op 1 Januarie begin, is—

- (i) ten opsigte van die lid self: R200; en
- (ii) ten opsigte van sy afhanklikes geregistreer kragtens paragraaf 3: R200.

(g) Behalwe soos anders deur die Beheerraad besluit, is dié Fonds nie aanspreeklik vir of ten opsigte van—

- (i) uitgawes wat voortspruit uit 'n poging tot selfmoord of as gevolg van wangedrag of die verrigting van enige onwettige daad, of die blootstelling van homself aan gevaar of risiko wat, na die mening van die Beheerraad, onverskoonbaar is, behalwe in 'n poging om 'n menselewe te red;
- (ii) uitgawes weens alkoholisme of verslaafdheid aan verdovingsmiddels;

(g) Should a registered member resign or be expelled from the S.A. Typographical Union or be transferred to inactive membership of that Union his membership of the Fund shall cease forthwith, provided, however, that at the discretion of the Governing Board members of the S.A. Typographical Union who have retired on pension, or who are beneficiaries of the N.I.C. Benevolent Fund, may be permitted to become members or continue their membership of the Fund on condition that a subscription of R0.35 per week in the case of Grade I and R0.30 per week in the case of Grade II is paid to the Fund by such pensioner; and provided further that the benefits payable to or in respect of any such pensioner member shall not exceed one-half of the maximum benefits payable in terms of paragraph 5 (f). Upon cessation of membership no amount whatever shall be payable from the Fund to or in respect of the person concerned.

(h) Immediately his membership of the Fund ceases the person concerned shall return the membership card issued in respect of him.

#### 4. SUBSCRIPTIONS.

The subscriptions to the Fund shall be at the rates specified in the Main Agreement.

#### 5. BENEFITS.

(a) Subject to the provisions of paragraph 3 (d) and (e) members whose subscriptions are fully paid shall be entitled to benefits to the extent hereinafter set forth in respect of the undermentioned expenses incurred in respect of themselves or their registered dependants:—

- (i) Eighty per cent of the fees lawfully payable to any doctor, surgeon or specialist, hereinafter referred to as "a medical practitioner" duly registered as such by the Medical Council under whose jurisdiction he falls; provided, however, that except in exceptional circumstances a specialist should only be consulted on the recommendation of a general practitioner;
- (ii) eighty per cent of the fees payable to any hospital or nursing home, other than a mental institution, provided that the member or registered dependant was ordered for admission to such hospital or nursing home by a duly registered medical practitioner, and provided further that the maximum payment from the Fund in this regard shall not exceed R2.10 per day;
- (iii) eighty per cent of the fees lawfully payable to any nurse or masseur duly registered by his regulating or controlling Council, provided that the attendance or treatment was ordered by a duly registered medical practitioner; and
- (iv) fifty per cent of the cost of medical supplies, prescribed by a duly registered medical practitioner.

(b) Tariffs of medical fees may be published from time to time by the Executive Committee of the Council and the amounts set forth in such tariffs shall, for the purposes of paragraph (a), be deemed to be the fees lawfully payable.

(c) Unless otherwise decided by the Governing Board no member shall be entitled to claim either on his own behalf or on behalf of his dependants, any expenses incurred during the first six months of his membership.

(d) Females, who are members of the Fund shall, for the purpose of payment of benefits, be deemed to be persons without dependants, except, however, that the Governing Board may in its discretion register dependants of a female member in terms of paragraph 3 (b) hereof and that female member shall then be regarded as a member with dependants.

(e) In the event of any claim arising in respect of a member or his dependant who is covered against such expense by any Insurance Policy or under any law providing for the payment of Workmen's Compensation or for any similar relief or in the event of a member obtaining relief or compensation in any form from a third party, in respect of any matter forming the subject of a claim under these rules, the amount so recovered shall be disclosed to the Governing Board and only the balance of such expense, within the limits allowed by the Fund, shall be recoverable from the Fund.

(f) The maximum benefits payable to a member during any calendar year, beginning on the 1st January, shall be—

- (i) in respect of the member himself: R200; and
- (ii) in respect of his dependants, registered in terms of paragraph 3: R200.

(g) Except as may be otherwise decided by the Governing Board, the Fund shall not be liable for or in respect of—

- (i) any expense resulting from any attempt at suicide or as a result of misconduct or the performance of any unlawful act, or exposing himself to any danger or risk which, in the opinion of the Governing Board, is unjustifiable except when endeavouring to save human life;
- (ii) any charges due to alcoholism or drug addiction;

- (iii) uitgawes aangegaan in verband met tandheelkunde of oogkunde;
- (iv) uitgawes van watter aard ookal weens swangerskap, die beëindiging van swangerskap of kindergeboorte;
- (v) mediese uitgawes aangegaan deur 'n lid of afhanklike wat, terwyl hy 'n motorvoertuig bestuur onder die invloed van alkohol, beseer word in 'n ongeluk waarvoor hy verantwoordelik is;
- (vi) die koste van inenting of inspuiting (bv. inspuitings teen witseerkeel, kinkhoes, klem in die kaak, poliomiëelitis of ingewandskoors);
- (vii) die koste van chirurgiese toestelle soos stewels, buikgordels, kunsledemate of elastiese kouse, ens.;
- (viii) koste aangegaan deur chiropraktisyns, naturopate, homiopate of osteopate te raadpleeg;
- (ix) ambulansgelde.

(h) Behalwe soos anders besluit deur die Beheerraad, is die bystand uit die Fonds nie betaalbaar ten opsigte van lede van die S.A. Typographical Union of afhanklikes wat buite die Republiek van Suid-Afrika, Suidwes-Afrika of die Rhodesië gedomiseleer is nie.

(i) Die bystand wat kragtens hierdie reëls beskikbaar is hang daarvan af of die beskikbare fondse na die mening van die Beheerraad voldoende is om alle eise te voldoen. Geen besondere bedrag word of as verskuldig of betaalbaar geag tot tyd en wyl dié besondere eis vir betaling kragtens paragraaf 7 (b) goedgekeur is nie.

#### 6. EISE.

(a) Alle eise moet ingedien word op vorms wat deur die Beheerraad goedgekeur en uitgereik word en moet gestaaf word deur *bona fide* rekenings of ander bewyse tot bevrediging van die Raad. Behalwe waar die Beheerraad anders besluit, is geen bystand hoegenaamd betaalbaar nie tensy die eis binne 3 maande van die datum van staking van mediese behandeling ingedien word. Rekenings moet maandeliks ingedien word.

(b) Alle mediese praktisyns se rekenings wat vir betaling ingedien word, moet presies die aard van die kwaal noem, asook die getal besoeke en die datums waarop dit gedoen is. Dit is 'n voorwaarde van lidmaatskap van die Fonds dat mediese praktisyns toegelaat word om die Beheerraad en/of die Uitvoerende Komitee van die Raad van alle inligting te voorsien wat hierdie liggame na goëddunke mag verlang.

(c) Alle rekenings en eise moet aan die Beheerraad vir betaling gestuur word deur tussenkoms van die beampte van die S.A. Typographical Union wat regsbevoegdheid het oor die gebied waarin die betrokke lid woon. Die Fonds het die reg om al sulke rekenings ten volle regstreeks aan die mediese praktisyn of ander ontvanger te betaal en om met die lid se werkgever te reël om van die lid deur middel van aftrekkings van sy loon enige bedrag te verhaal wat aldus betaal is wat meer is as die bedrag waarop die lid kragtens hierdie reëls geregtig is; die werkgever moet van die bedrag van die paaiemente wat afgetrek moet word, verwittig word. Enige bedrag namens 'n lid deur die Fonds betaal wat meer is as dié waarop hy reg het kragtens hierdie reëls, is 'n skuld wat deur so 'n lid aan die Fonds betaalbaar is. Onder geen omstandighede is die Fonds aanspreeklik nie vir die betaling van enige bedrag wat meer is as die maksimum bystand genoem in paragraaf 5 (f) min enige bedrag wat deur die betrokke lid aan die Fonds verskuldig mag wees ten opsigte van enige eis wat voorheen ten volle betaal is.

(d) Geen eis sal erken en geen betaling daarop gemaak word as die betrokke lid weier of versuim om te voldoen aan enigeen van die voorwaardes genoem in paragrawe (a), (b) of (c) hiervan nie.

#### 7. ADMINISTRASIE.

(a) Die administratiewe personeel van die Fonds, akkommodasie en ander nodige dienste, moet deur die S.A. Typographical Union verskaf word.

(b) Die Beheerraad mag beamptes van die S.A. Typographical Union wat deur hom benoem word, magtig om alle eise, soos hy mag gelas, na te gaan en vir betaling goed te keur. Alle ander eise moet deur die Beheerraad oorweeg word voordat betaling gedoen word.

(c) Die Beheerraad mag na goëddunke die Raad versoek om tjeks te trek ten gunste van die S.A. Typographical Union by sulke tussenpose as wat hy mag bepaal vir die geraamde bedrag van moontlike eise.

(d) Die Beheerraad mag na goëddunke—

- (i) namens die Fonds die gelde van mediese praktisyns waarborg in die mate wat by hierdie reëls toegelaat word; en
- (ii) beamptes van die S.A. Typographical Union wat deur hom benoem word, magtig om tjeks op enige bankrekening te teken wat vir die doeleindes van die Fonds geopen is, asook alle ander dokumente wat deur die bankiers benodig word, met die doel om so 'n rekening te open of te bestuur.

- (iii) any charges incurred in connection with dentistry or opticians;
- (iv) any expenses whatever resulting from pregnancy, the termination of pregnancy or childbirth;
- (v) any medical expense incurred by a member or dependant who, whilst driving a motor propelled vehicle when under the influence of alcohol, is injured in an accident for which he is responsible;
- (vi) the cost of vaccination or inoculation (e.g. anti-diphtheria, whooping cough, tetanus, poliomyelitis or typhoid injections);
- (vii) the cost of surgical appliances such as boots, abdominal belts, artificial limbs or elastic stockings, etc.;
- (viii) any charges incurred in consulting Chiropractors, Naturopaths, Homeopaths or Osteopaths;
- (ix) ambulance fees.

(h) Except as may be otherwise decided by the Governing Board, the benefits of the Fund shall not be payable in respect of members of the S.A. Typographical Union or dependants who are domiciled outside the Republic of South Africa, South West Africa or the Rhodesias.

(i) The benefits accruing under these rules are conditional on the Funds available being in the opinion of the Governing Board sufficient to meet all claims. No particular amount shall be regarded as either due or payable until such time as the particular claim has been passed for payment in terms of paragraph 7 (b).

#### 6. CLAIMS.

(a) All claims shall be submitted on forms approved and issued by the Governing Board and shall be supported by *bona fide* accounts or other proof to the satisfaction of the Board. Except as may be otherwise decided by the Governing Board no benefits whatever shall be payable unless the claim is submitted within three months of the date of cessation of medical treatment. Accounts should be submitted monthly.

(b) All medical practitioners' accounts submitted for payment must state definitely the nature of the ailment, the number of visits and the dates on which they were made. It is a condition of membership of the Fund that medical practitioners are permitted to supply the Governing Board and/or the Executive Committee of the Council with such information as those bodies in their discretion may require.

(c) All accounts and claims must be forwarded to the Governing Board, through the officer of the S.A. Typographical Union having jurisdiction over the area in which the member concerned resides, for payment. The Fund shall have the right to pay all such accounts in full direct to the medical practitioner or other payee and to arrange with the member's employer to recover from the member by deduction from his wages any amount so paid which is in excess of the amount to which such member is entitled under these rules; the employer shall be advised of the amount of the instalments to be deducted. Any amount paid by the Fund on behalf of a member in excess of that to which he is entitled under these rules shall be a debt due by such member to the Fund. Under no circumstances shall the Fund be liable for the payment of any amount in excess of the maximum benefits mentioned in paragraph 5 (f) less any amount which may be due by the member concerned to the Fund in respect of any claim previously paid in full.

(d) No claim will be recognised and no payment made thereon if the member concerned refuses or fails to comply with any of the conditions mentioned in paragraphs (a), (b) or (c) hereof.

#### 7. ADMINISTRATION.

(a) The administrative staff of the Fund, accommodation and other necessary services shall be provided by the S.A. Typographical Union.

(b) The Governing Board may authorise officers of the S.A. Typographical Union nominated by it to scrutinise and pass for payment such claims as it may direct. All other claims shall receive the consideration of the Governing Board before payment is made.

(c) The Governing Board in its discretion may request the Council to draw cheques in favour of the S.A. Typographical Union at such intervals as it may determine for the estimated amount of possible claims.

(d) The Governing Board may in its discretion—

- (i) guarantee on behalf of the Fund the fees of medical practitioners to the extent permitted by these rules; and
- (ii) authorise officers of the S.A. Typographical Union nominated by it to sign cheques on any banking account opened for the purposes of the Fund as well as such other documents as may be required by the bankers for the purposes of the opening or operation of any such account.

## AANHANGSEL E.

## DIE OORTOLIGHEIDSFONDS VAN DIE NASIONALE NYWERHEIDSRaad VIR DIE DRUK- EN NUUSBLADNYWERHEID VAN SUID-AFRIKA.

## 1. NAAM.

Die naam van die Fonds is "Die Oortoligheidsfonds" van die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika.

## 2. DOELSTELLING.

Die doel van die Fonds is om voorsiening te maak vir die betaling van toelae aan werknemers wat hulle gewone werk verloor het, of 'n vermindering van hul verdienvermoë gelyk het as 'n regstreekse gevolg van tegniese veranderings in produksiemetodes, en/of die koste van opleiding van sulke werknemers in 'n ander bedryf of beroep.

## 3. WEEKLIKSE TOELAES.

Na die goeddunke van die Staande Komitee van die Raad mag die betaling van 'n weeklikse toelae van sodanige bedrag as wat die komitee oor mag besluit volgens die omstandighede van die besondere geval, gemagtig word. Hierdie toelae is *ex gratia* betaalbaar en mag te eniger tyd deur die Staande Komitee na goeddunke opgeskort of ingetrek word. Die Staande Komitee mag ook na goeddunke die betaalbare bedrag verminder of vermeerder. By die berekening van die bedrag betaalbaar in enige besondere geval moet die Staande Komitee die bedrae in ag neem wat aan die applikant uit ander bronne betaalbaar is.

## 4. KOSTE VAN OPLEIDING.

Die Staande Komitee of die Raad mag na goeddunke die betaling uit die Fonds magtig van 'n bydrae tot, of die totale koste van, die opleiding van 'n persoon van die klas genoem in paragraaf 2 in 'n ander bedryf of beroep.

## 5. TOESTEMMING MOET VERKRY WORD VOORDAT BEGUNSTIGDE IN NYWERHEID WERK.

Begunstigdes mag nie diens in die Nywerheid aanvaar nie behalwe onder voorwaardes wat eers deur die Staande Komitee goedgekeur word. Indien 'n begunstigde versuim om aan hierdie bepaling te voldoen, moet die betaling van die toelae aan hom onmiddellik gestaak word.

## 6. AANSOEKE OM BYSTAND.

Alle aansoeke om bystand moet deur die plaaslike tak van die S.A. Typographical Union namens sy lid aan die plaaslike Gesamentlike Raad gedoen word of regstreeks aan die plaaslike Gesamentlike Raad in die geval van 'n nie-lid van die vakvereniging. Die aansoek moet volle besonderhede bevat van die grond waarop, na dit gemeen word, die toestaan van bystand regverdig en besonderhede insluit betreffende die ouderdom, bedryf of beroep, duur van diens in die Nywerheid, tydperk van lidmaatskap van die S.A. Typographical Union, en die bedrag aan voordele getrek uit die Gesamentlike Werkloosheidsfonds deur die applikant, asook alle ander toepaslike omstandighede. In gevalle waar geen Gesamentlike Raad regsbevoegdheid het nie, moet aansoeke regstreeks aan die Staande Komitee gerig word.

## 7. GESAMENTLIKE RAAD MOET AANBEVELING DOEN.

Die betrokke Gesamentlike Raad moet oorweging skenk aan al die omstandighede van die aansoek en dit aan die Staande Komitee vir sy aanbeveling voorlê.

## 8. BETALING VAN TOELAES.

Betaling van die toelae genoem in paragraaf 3 moet gedoen word deur tussenkoms van die verskillende takkantore van die S.A. Typographical Union ooreenkomstig die prosedure wat die betaling van die ander soorte bystand beheer wat deur die Raad betaal word in die geval van lede van die vakvereniging en soos gelas deur die Staande Komitee in die geval van nie-lede van die vakvereniging.

## 9. UITVOERENDE KOMITEE MAG BESLISSINGS VAN STAANDE KOMITEE BEKRAGTIG OF GEWYSIG.

Elke beslissing deur die Staande Komitee moet aan die Uitvoerende Komitee by sy volgende vergadering gerapporteer word. Die Uitvoerende Komitee mag enige beslissing van die Staande Komitee bekragtig of wysig.

## ANNEXURE E.

## THE REDUNDANCY FUND OF THE NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA.

## 1. NAME.

The name of the Fund is "The Redundancy Fund" of the National Industrial Council of the Printing and Newspaper Industry of South Africa.

## 2. OBJECTS.

The purpose of the Fund is to provide for the payment of allowances to employees, who have been displaced from their normal employment, or have suffered a reduction in their earning capacity, as a direct result of technical changes in methods of production, and/or the cost of training such employees in some other trade or occupation.

## 3. WEEKLY ALLOWANCES.

At the discretion of the Standing Committee of the Council the payment of a weekly allowance of such amount as that Committee may decide according to the circumstances of the particular case may be authorised. These allowances are payable *ex gratia* and may be suspended or cancelled by the Standing Committee, at its discretion, at any time. The Standing Committee may also, at its discretion, reduce or increase the amount payable. In arriving at the amount payable in any particular case the Standing Committee shall have regard to amounts payable to the applicant from other sources.

## 4. COST OF TRAINING.

The Standing Committee of the Council may, in its discretion, authorise the payment from the Fund of a contribution towards, or the total cost of, training a person of the class mentioned in paragraph 2 in some other trade or occupation.

## 5. PERMISSION TO BE OBTAINED BEFORE BENEFICIARY WORKS IN INDUSTRY.

Beneficiaries may not accept employment in the Industry except under conditions first approved of by the Standing Committee. Should any beneficiary fail to comply with this provision, payment of the allowance to him shall cease forthwith.

## 6. APPLICATIONS FOR BENEFITS.

All applications for benefits shall be made by the local branch of the S.A. Typographical Union on behalf of its member to the local Joint Board or direct to the local Joint Board in the case of a non-member of the Trade Union. The application shall contain full particulars of the grounds which, it is felt, justify the granting of benefits and include particulars concerning the age, trade or occupation, length of service in the Industry, period of membership of the S.A. Typographical Union, and the amount of benefits drawn from the Joint Unemployment Fund by the applicant as well as all other relevant circumstances. In cases where no Joint Board has jurisdiction, applications shall be submitted direct to the Standing Committee.

## 7. JOINT BOARD TO MAKE RECOMMENDATION.

The Joint Board concerned shall give consideration to all the circumstances of the application and submit it to the Standing Committee with its recommendation.

## 8. PAYMENT OF ALLOWANCES.

Payment of the allowance mentioned in paragraph 3, shall be made through the various branch offices of the S.A. Typographical Union in accordance with the procedure which governs the payment of the various other benefits paid by the Council in the case of members of the Trade Union and as directed by the Standing Committee in the case of non-members of the Trade Union.

## 9. EXECUTIVE COMMITTEE MAY CONFIRM OR VARY DECISIONS OF STANDING COMMITTEE.

Every decision by the Standing Committee shall be reported to the Executive Committee at its next meeting. The Executive Committee may confirm or vary any decision of the Standing Committee.

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